# AGENDA

## WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - https://worcestercountymd.swagit.com/live

**November 19, 2024**

Item #

9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland

9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire a Plant Operator Trainee and Senior Budget Accountant, discussion of acquisition of real property for a public purpose, discussion regarding a proposal, receiving legal advice and performing administrative functions)

10:00 - Call to Order, Prayer, Pledge of Allegiance

10:01 - Report on Closed Session; Review and Approval of Minutes from November 6, 2024

10:02 - Proclamation (1)

**1**

10:05 - Consent Agenda
(Rocket Lab Community Grant, Rural Maryland Grant, Roads Over Expenditure, Mystic Harbour Replacement Control Panel, Rezoning Case No. 446 Findings of Fact and Resolution, Request to Bid Mystic Harbour Biosolids Upgrade, Request to Bid Camera System, Request to Contract Email and Cloud Security)

**2-9**

10:06 - Chief Administrative Officer: Administrative Matters
(Letter of Support Whole Watershed Act, SWM MOU Town of Snow Hill, FY25 Vehicle Purchase and Upfit Sheriff's Office, Speed Limit Change Brantley Road, Parking Restrictions Snug Harbor, OPEB Update, School Construction Procurement, Encampment, SBY USDOT Grant, Board Appointments)

**10-19**

10:30 - Public Hearing – Bill 24-09 Cannabis Dispensaries

**20**

10:35 - Public Hearing – Cable Franchise Agreements

**21**

10:40 - Chief Administrative Officer: Administrative Matters
(Opioid Local Abatement Plan, Mobile Food Work Session, DNR Letter Request, Snow Hill Board Room Use)

**22-25**

12:00 PM - Questions from the Press; County Commissioner's Remarks

**Lunch**

1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available –** see County Administration Office
Please be thoughtful and considerate of others**. *Turn OFF all cell phones and notification during the meeting!***

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

November 6, 2024

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Fiori, seconded by Commissioner Purnell, with Commissioners Bunting and Elder temporarily out of the room, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Sheriff Matthew Crisafulli, Chief Deputy Nate Passwaters, Sergeant Michael Valerio, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: promoting Joe Roberts from transfer station attendant to landfill operator I within the Solid Waste Division and Brandon Sellers from part-time, seasonal parks worker I to full-time parks worker II within Recreation and Parks; hiring Bradley Bloomfield and Ronette Revels as transfer station attendants within the Solid Waste Division, Maurice Palmer as a custodial worker II within the Maintenance Division, Anasia Donaway and Kayleigh Truitt as emergency communications specialist trainees within Emergency Services, Benjamin Zito as a specialist III within Development Review and Permitting, and Kristen "Nikki" Tapman as a senior budget accountant within County Administration, and other personnel matters; discussion of acquisition of real property for a public purpose; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 10:04 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Pastor Davida Washington of Liberty Church on the Rock in Snow Hill and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their October 15, 2024 meeting as presented.

The commissioners presented years-of-service commendations to Chief Custodian John

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Foxwell of the Maintenance Division (26 years), Plant Operator IV Allan Henman of the Water and Wastewater Division (37 years), and Document Imager IV Maria Purnell of Information Technology (19 years).

Upon a motion by Commissioner Fiori, the commissioners unanimously approved by consent agenda item numbers 2-12 as follows: awarding the Strategic Highway Safety Plan contract to Mead & Hunt, Inc. for $35,000; awarding the bid to purchase a bale processor for the Solid Waste Division of Public Works to Hoober, Inc. for $39,900; purchasing a replacement irrigation pump and appurtenances for the River Run Wastewater Treatment Plant from Eagle Pump Systems, LLC for $41,978; increasing the FY25 River Run collections systems maintenance account from $15,000 to $30,000 to cover force main discharge relocation costs, with a remaining balance of $7,734.81; an $8,000 over-expenditure in the Solid Waste Division to meet Maryland Department of the Energy requirements; out-of-state travel for two staff within Development Review and Permitting to attend the 2025 Esri User Conference July 13-18, 2025 in San Diego, California; accepting the FY24 Homeland Security Program grant of $93,297.51; a $46,587 proposal from Skyline Technology Solutions for the Worcester County Public Network relocation project; extending the existing ARPA Grant Agreement through June 30, 2025; accepting the FY25 Maryland Tourism Development Board Marketing Grant of $173,396; and requesting a Housing Study waiver from the Department of Housing and Community Development.

The commissioners met with Superintendent of Schools Louis H. Taylor to review and discuss the Board of Education's (BOE) proposed FY26 Capital Improvement Plan (CIP) requests, which includes planning and design funding for the Buckingham Elementary School (BES) replacement project, and construction funding for the Pocomoke Elementary School roof replacement project, the Ocean City Elementary School (OCES) fire alarm system, gymnasium air conditioning for Snow Hill and Pocomoke Middle Schools, and design funding to install LED lighting at eight public schools. Mr. Taylor stated that the FY26 CIP also includes future projects, including renovation or replacement of Berlin Intermediate School and future roof replacement projects at Worcester Technical High School, Stephen Decatur High School, and OCES. He concluded that approval from the commissioners of the FY26 CIP is due to the IAC no later than November 30.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the BOE FY26 CIP as presented.

Chief Administrative Officer Weston Young advised that the County received a copy of an October 18, 2024 Management Alert Report from the Office of the Inspector General for Education (OIGE) to Superintendent Lou Taylor. The OIGE report was developed after receiving a complaint that Worcester County Public Schools' employees were "misusing education tax dollars for personal purchases, such as meals when not traveling" and for exceeding the allowable per diem rate. Mr. Young advised that the OIGE could not substantiate the allegations, as the existing BOE policy does not provide WCPS staff with guidance governing reimbursement allowances, incidental expenses, or local travel distance. Mr. Taylor advised that staff is aware changes are needed, are developing a plan to update policies to come into compliance with the issues identified in the report, and will forward that plan to the

commissioners after it is approved by the BOE. Commissioner Abbott questioned why BOE staff were using their personal credit cards to pay for items instead of using BOE purchasing cards.

The commissioners conducted a public hearing on Rezoning Case No. 446 for an application submitted by Mark Cropper, on behalf of Island Resort Park, Inc. and Ewell Family Revocable Trust, property owners, which seeks to rezone approximately 196.11 acres of land on the northerly side of Cropper's Island Road and east of U.S. Rt. 113, and more specifically identified on Tax Map 40 as Parcel 241, Lot C (142.01 acres) and Parcel 93 (53.2 acres) from A-1 Agricultural District to A-2 Agricultural District. County Attorney Roscoe Leslie swore in those individuals who planned to give testimony during the hearing. Development Review and Permitting (DRP) Director Jennifer Keener reviewed the application, which received a favorable recommendation from the Planning Commission. She then stated that the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. She then entered the Planning Commission's Findings of Fact into the record and stated that the Planning Commission concluded that there was a mistake, and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

Commissioner Bertino opened the floor to receive public comment.

Mr. Cropper reviewed the zoning history of the two properties, which made the campground a non-conforming use and made further expansion complicated. He stated that the requested rezoning would return the campground to a conforming use consistent with the approved growth allocation. He concurred with the Planning Commission's findings and asked the commissioners to accept the findings as his testimony as well.

Robert Ewell of Cropper's Island Road discussed his plans to expand the campground and urged the commissioners to approve the requested rezoning.

Rod Ewell of Cropper's Island Road supports the requested rezoning and asked that the Planning Commission's Findings of Fact be adopted as his testimony as well.

Surveyor Gregory Wilkins agreed with a slight boundary line adjustment approved by the Planning Commission, but that they are not in a position today to commit to make that adjustment. He also concurred with the Planning Commission's findings and asked the commissioners to accept the findings as his testimony as well, and he asked the commissioners to grant the requested rezoning.

Planner Joseph Caloggero of the Traffic Group presented the findings of a traffic impact analysis, noted that Cropper's Island Road can more than accommodate the additional traffic, and asked to adopt the Planning Commission's findings as his testimony as well. In response to questions by Commissioner Bertino, Mr. Caloggero stated that during peak traffic hours on Memorial Day weekend, when the campground was at 95% capacity on Friday and 97% capacity on Saturday. He stated that both intersections were operating at Level of Service A in accordance with national standards and a volume to capacity ratio of less than 5%, meaning the road could accommodate many more trips. He then reviewed anticipated traffic increases based on a campground expansion.

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

Upon a motion by Commissioner Mitrecic, the commissioners conceptually adopted the Planning Commission's Findings of Fact and the exhibit showing that there will be no boundary

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line adjustment, and they approved the rezoning from A-1 to A-2, based on a mistake in the existing zoning.

The commissioners conducted a public hearing on the requested five-year Capital Improvement Plan (CIP) FY26 – FY30. Senior Budget Accountant Lynn Wright reviewed the CIP and advised that projects totaling $301,516,923 are proposed over the five-year period. She stated that, of the proposed projects, $89,277,145 or 30% are proposed to come from Assigned Funds, and $84,319,669 or 28% are from General Bond Funds. The remaining portion would be funded by user fees, grant funds, State match funds, State loans, enterprise fund bonds or a local bank loan. She then reviewed changes to the CIP since October 15, 2024. The CIP is strictly a planning document the County will use to prepare future operating budgets, anticipate the future financial needs of the County, and identify possible funding resources. A project's inclusion in the CIP does not constitute a guarantee of future approval or funding from the County.

Commissioner Bertino opened the floor to receive public comment.
There being no public comment, Commissioner Purnell closed the hearing.

Upon a motion by Commissioner JM, the commissioners unanimously adopted Resolution No. 24-17 approving and adopting the Worcester County Five-Year Capital Improvement Plan – FY26 to FY30 as presented.

The commissioners received an update on the process to revise the Worcester County Critical Area maps from Environmental Programs Director Bob Mitchell, Natural Resources Administrator Brian Soper, Ryan Mellow of the Eastern Shore Regional GIS Cooperative at Salisbury University, and Lisa Hoerger of the Critical Area Commission. Mr. Mitchell stated the County will host a public meeting in January 2025 with affected property owners prior to scheduling a public hearing to adopt the changes.

Pursuant to the request of Board of Elections Director Patricia Jackson and upon a motion by Commissioner Abbott, the commissioners unanimously approved an over-expenditure and budget transfer of $3,000 to cover lease costs for additional warehouse space.

In a related matter, Commissioner Mitrecic voiced concerns that a longtime registered voter was purged from the voter roles and barred from voting in the Ocean City election on November 5, 2024. Board of Elections staff urged the individual to contact them, so that they may investigate this matter.

Pursuant to the request of Warden Tim Mulligan and upon a motion by Commissioner Fiori, the commissioners unanimously approved an over-expenditure of $280,323 to cover the increase in the Wellpath contract from $1,542,013 to $1,822,336, with revenue generated from the Jail's contract with the US Marshal's Office available to cover this cost. In response to a question by Commissioner Bunting, Warden Mulligan stated that the Jail receives approximately $80,000 per month from the US Marshal's Office to house detainees and has received $360,300 in revenue from the US Marshal's Office to date for FY25.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to make permanent the Shell Mill Boat Landing Pilot Program. Ms. Rados stated that the pilot program, which utilizes signage

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to identify approved parking areas and utilizes ParkMobile to charge patrons to park at the boat landing, generated $2,890 in additional revenue. Commissioner Bunting commended staff, noting that enforcement played a key role in resolving parking issues in the area.

Pursuant to the request of Procurement Officer Nick Rice and upon a motion by Commissioner Abbott, the commissioners unanimously accepted the guaranteed maximum price proposal of $8,394,544 from Keller Brothers for construction of the new Pocomoke Branch Library, as well as two proposals for third parting testing and inspections and MEP commissioning for $26,195 and $19,000, respectively.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the purchase of 30 EV safety plugs. Fire Marshal Matt Owens explained that these plugs mimic the charging port for an electric vehicle.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to lower the posted speed limit on Jarvis Road from 50 mph to 40 mph and to reduce the speed limit on the curved portion of that road from 40 mph to 30 mph.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Fiori, the commissioners unanimously approved the purchase of nine replacement membrane modules for the Mystic Harbour Wastewater Treatment Plant at a cost of $518,850 from Veolia.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Purnell, the commissioners unanimously approved various over-expenditures in the FY24 Enterprise Fund budgets. Chief Administrative Officer Weston Young stated that County staff have not historically presented over-expenditures in the Enterprise Funds, but these were done in FY24. In response to questions by Commissioner Bertino, Mr. Young confirmed that going forward these types of requests will be presented to the commissioners in real time, so there will be no surprises.

Pursuant to the request of Enterprise Fund Controller Quinn Dittrich and upon a motion by Commissioner Mitrecic, the commissioners unanimously scheduled a public hearing for December 3, 2024 to receive public comment on proposed mid-year rate adjustments to the following water and wastewater areas: Assateague Point, Edgewater Acres, Landings, Lighthouse Sound, Mystic Harbour, and Riddle Farm.

Pursuant to the request of Budget Officer Kim Reynolds and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the requested assignment of the FY24 Fund Balance, which reflects a $17.7 million increase, of which $8.1 million was previously designated for reserve, $154,875 is set aside for non-spendable prepaid expenses, and $9.5 million is available for assignment.

Pursuant to the request of Mr. Young and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to send a letter to the Maryland Department of Housing and

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Community Development, seeking forgiveness of the restaurant grant associated with the former Dockside restaurant in Pocomoke and advising that the County would like to pursue a lien on the property.

Pursuant to the request of Deputy Chief Administrative Officer Candace Savage and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the proposed schedule of County Commissioners' meeting dates for calendar year 2025 and proposed budget schedule for FY26.

The commissioners reviewed and discussed various board appointments.

Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to appoint Commissioner Mitrecic as the 2nd vice chair and Commissioner Purnell as the treasurer of the Tri-County Council Executive Board and the following commissioners as voting members of the Tri-County Council: Ted Elder, Joe Mitrecic, Caryn Abbott, Diana Purnell, and Eric Fiori.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to appoint Commissioner Bertino to serve as the primary and Commissioner Bunting to serve as the alternate representative on the Maryland Association of Counties (MACo) Legislative Committee.

The commissioners answered questions from the press, after which they adjourned to meet again on November 19, 2024.

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

COMMISSIONERS
ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
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
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

# PROCLAMATION

**WHEREAS**, in celebration of American Education Week, which runs from November 18-22, 2024, we pause to honor those whose contributions make Worcester County Public Schools a welcoming, nurturing environment for youth to learn, grow, and achieve; and

**WHEREAS,** education is essential, and it takes a great team – from bus drivers to classroom teachers, administrative and support staff, cafeteria workers, and countless others to help Worcester County youth flourish.

**NOW, THEREFORE,** we the County Commissioners of Worcester County, Maryland, do hereby proclaim November 18-22, 2024 as **American Education Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 19th day of November, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell

*Citizens and Government Working Together*

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

**MEMORANDUM**

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: November 12, 2024
SUBJECT: Rocket Lab Community Grant

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The Recreation & Parks Department is requesting permission to apply for the Rocket Lab Community Grant with Rocket Lab USA for a new event – Rockets & Robots STEM Festival, scheduled for March 25, 2025 at John Walter Smith Park. The requested amount would be $2,000 and would be used to help offset costs incurred to bus Worcester County Public School 6th grade students to and from the event. The grant also includes a request for Rocket Lab to host an exhibit and demonstration at the event.

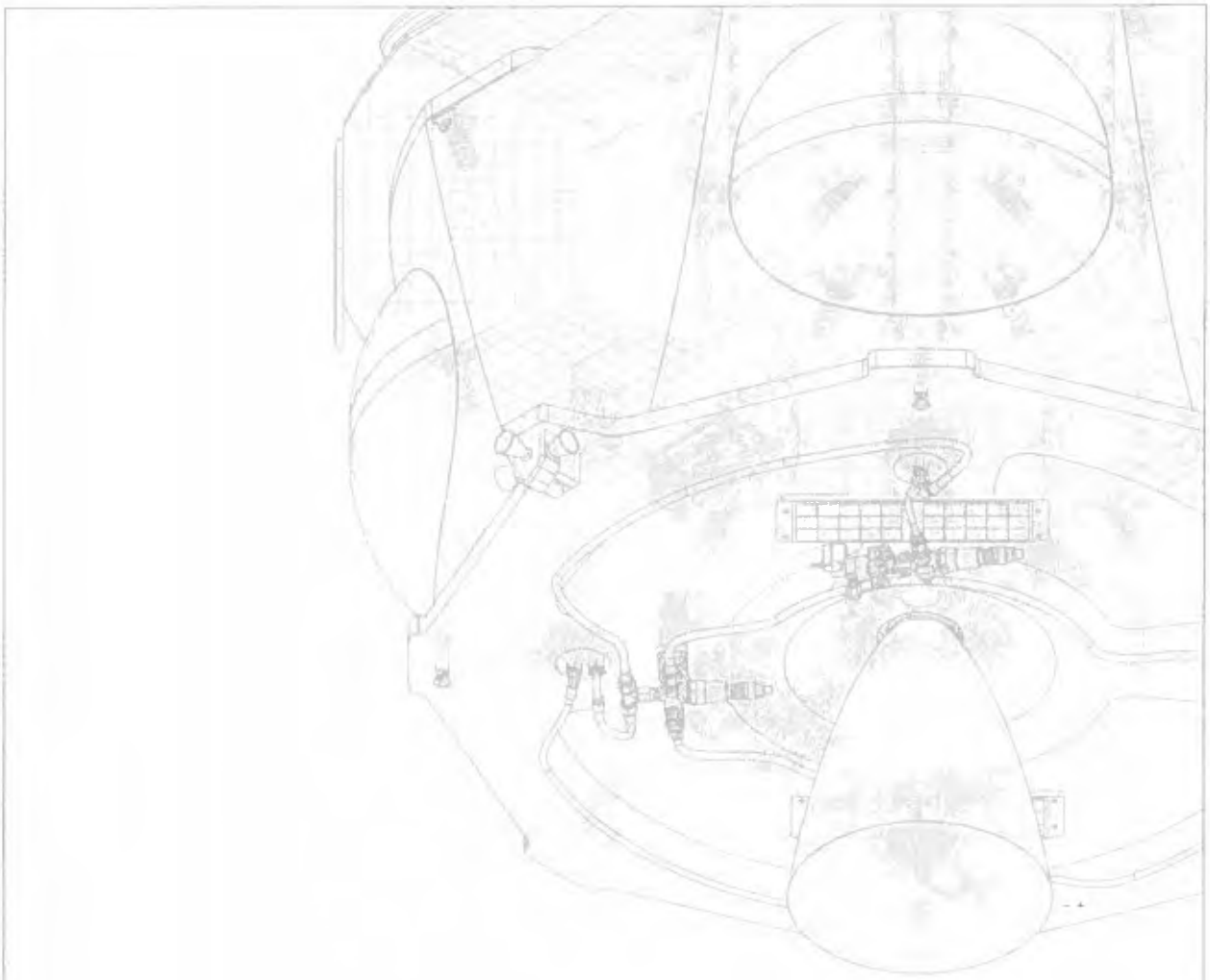
The Rockets & Robots STEM Festival will be an all-day-themed science fair and exhibition event. We plan to host representatives from the STEM Career community, including NASA, VASFA, USAF (from Dover Air Force Base) and Sentinel Robotics Solutions. Demonstrations/Exhibits will include a station for building and launching bottle rockets, and an area for SRS to display their Agricultural Drone. We also hope to include representatives from the Drone Racing League (DRL) and Rocket Lab.

In our current Special Event Budget (100.1601.410.6175.070) we have $5,000 that will be allocated to this new event. These funds will go towards operational expenses and set-up and event logistics. Acquiring the additional grants funding will allow us the ability to bus in our Worcester County Public School students, providing a 2–3-hour window to move through various exhibits and demonstrations.

The goal of this event is to encourage independent growth in and fascination with the STEM/STEAM fields. By including all of the 6th grade of Worcester County Public Schools, we will be able to share these potential career opportunities and/or hobbies to our youth.

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

cc: Ryan Nellans, Special Event & Marketing Manager
Jacob Stephens, Deputy Director Recreation & Parks



# ROCKET LAB COMMUNITY GRANT FORM

Information and application.

Rocket Lab USA
rocketlabusa.com

ROCKET LAB

**For Rocket Lab, opening up access to space is one way we can improve life on Earth.** Directly supporting community programs and organizations to deliver positive social, educational, and environment impacts on the ground is the other.

## ABOUT THE ROCKET LAB COMMUNITY GRANTS

Through our Rocket Lab Community Grants we fund and support causes that align with our values; encourage education and careers in science, technology, engineering, and maths (STEM); support environmental efforts; and contribute to thriving communities where we live and launch.

Grant recipients in the past have included schools, sporting clubs and organizations, environmental programs and volunteer groups, and more.

## ROCKET LAB COMMUNITY GRANTS SELECTION CRITERIA

While we'd love to support every single cause that comes our way, we receive more applications for funding than it is possible to accept. To ensure the best chance of success for funding, your application should align with the following guidelines:

- Benefit Mahia, Wairoa, and/or the wider Tairāwhiti (Gisborne) and Te Matau-a-Māui (Hawke's Bay) regions.
- Benefit Long Beach and Los Angeles County regions.
- Benefit Wallops Island and surrounding regions.
- Benefit the Toronto region, Canada.
- Focus on or encourage STEM education and careers, especially if your project has a specific focus on aerospace.
- Create positive social impact, especially if your project promotes diversity and inclusion or benefits under-served communities or projects.
- Create positive environmental impact, especially is your project will have significant and long-lasting change.

## DEADLINES

**First half of the year applications** (received January 1 – May 20) will be reviewed and considered for funding no later than June 1. Successful Rocket Lab Community Grant applications will be confirmed via email no later than June 10 and awarded funding shortly after.

**Second half of the year applications** (received June 1 – November 20) will be reviewed and considered for funding no later than December 1. Successful Rocket Lab Community Grant applications will be confirmed via email no later than December 10 and awarded funding shortly after.

## HOW TO APPLY

- Please complete the Rocket Lab Community Grant form below.
- Once it has been completed, save the application and email it to: **community@rocketlabusa.com**, along with any supporting documents that may strengthen your Community Grant request.
- Applications will be reviewed during the time period of consideration they were submitted for (**First half of the year applications** and **Second half of the year applications**). Rocket Lab may request additional information about your application during this time if it is required.
- If you are not contacted by Rocket Lab about your application **then your request for a Rocket Lab Community Grant has not been successful.**

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Office of Tourism
104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

MEMORANDUM

Date: November 12, 2024

To: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

From: Melanie Pursel, Director
Worcester County Office of Tourism and Economic Development

Re: FY24 Rural Maryland Prosperity Investment Fund (RIMPF) Grant Agreement (via Tri County Council)

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Attached is the FY 25 RIMPF Grant agreement, which has been awarded to Worcester County Economic Development for the Skilled Trades, Agriculture, Tourism and Technology (STATT) Program through the Tri County Council for the Lower Eastern Shore.

The grant amount varies each year as it is a competitive process. For FY 25, Tri County Council has once again awarded the full $100,000 requested for the Worcester County STATT Program. With this grant award and budgeted matching funds, we can execute the full program in coordination with Worcester County Public Schools and Career and Technology Education (CTE) as well as offer internships that will be made available in businesses relative to Skilled Trades, Agriculture, Tourism and Technology throughout the county.

In order to access the grant funds, we are requesting signatures on the attached grant agreement. This annual agreement is typically signed by the President of the Commissioners or any designated authority such as the Chief Administrative Officer.

Kindly let me know if you have any questions.

CC: Worcester County Commissioners
Kimberly Reynolds, Budget Officer
Lynn Wright, Senior Budget Accountant
Nancy Schwendeman, Workforce Development Specialist

Attachments

Tri-County Council for the Lower Eastern Shore of Maryland

**Notice of Grant Award and Agreement**

These funds are awarded to the sub-grantee for the purpose of programmatic support to achieve the goals and measurable objectives outlined in the scope of work.

**Fiscal Year:** FY25

**Program/Project Name:** Worcester County STATT(Skilled Trades, Agriculture, Technology, and Tourism)

**Grant Amount:** $ 100,000.00

| Grantee Information | |
|---|---|
| **Organization Name:** Worcester County Office of Tourism and Economic Development | |
| **Organization Address:** 107 W Green St, Snow Hill, MD 21863 | |
| **Contact Person:** Nancy Schwendeman | **Title:** Workforce Development Specialist |
| **Phone:** (410) 632-3112 | **Email:** nschwendeman@co.worcester.md.us |

| Grantor Information | |
|---|---|
| **Primary Contact Name:** Gregory Padgham | **Title:** Executive Director, TCCLES |
| **Phone:** (410) 341- 8989 | **Email:** gpadgham@tcclesmd.org |

**Grantee:**

By receiving funds under this grant award, I hereby agree, as grantee, to comply with the terms and conditions as set forth in the Terms of Agreement attached to this document. I further certify that I am legally authorized to sign and to represent this organization

| Authorized Signature | Print Name | Date |
|---|---|---|
| | Witness Signature | |

**Grantor:**

| Authorized Signature | Print Name | Date |
|---|---|---|
| | Witness Signature | |

**Rural Maryland Prosperity Investment Fund**
**Tri-County Council for the Lower Eastern Shore of Maryland**

**Sub-grantee Terms of Agreement**

**Purpose of Funds:** These funds are awarded to the sub-grantee for the purpose of programmatic support to achieve the goals and measurable objectives outlined in the scope of work.

**Responsibilities of sub-grantees:**

1. Awardee is required to execute the sub-grant agreement for disbursement of FY25 funds through the Tri-County Council for the Lower Eastern Shore of Maryland.
2. Requisition full funding for operations upon executive of grant.
3. Use funds to meet deliverables specified in the approved final sub-grant proposal and agreement. Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed, provided the Grantor and Administering Agency approve such changes as consistent with the Board's intent.
4. Performance under this agreement commences on execution of grant and continues until agreed upon services are completed, but in any case no later than June 30, 2025.
5. TCCLES will provide you Exhibit A and Exhibit C templates to complete the interim and final reports. Include documentation in PDF form to support expenses reported in Item 7 and in Item 8 (if this is an interim report) any remainder expenses. Any over payment or unspent funds must be reported promptly and returned to the Tri-County Council prior to the final report. Complete and submit programmatic and financial reports for the interim and final period on the following dates:
    a. Interim Reports should cover July 1, 2024 – December 31, 2024. Reports are to be submitted to TCCLES no later than January 9, 2025.
    b. Final Reports should cover January 1, 2025 – June 30, 2025. Reports are to be submitted to TCCLES no later than July 8, 2025
6. By signing the Sub-grant agreement, recipient certifies that compliance with all applicable federal, state, and local law, including laws relating to discrimination in employment. Recipient also certifies compliance with Maryland's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance through the term of this agreement.
7. Upon occurrence of default of any terms of this agreement, Tri-County Council of the Lower Eastern Shore (TCCLES) shall have the right to terminate this Agreement by written notice to the Sub-grantee. In the event of termination, TCCLES may require the Sub-grantee to repay with 30 days of receipt of written notice of default all grant funds, which have been disbursed, to Sub-grantee, the Sub-grantee shall have no right to receive any undisbursed grant funds. In addition, the TCCLES may at any time proceed to protect and enforce all rights available to TCCLES by suite in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

**Acknowledgement**

The Tri-County Council for the Lower Eastern Shore of Maryland is the recipient of funds for this program through the Rural Maryland Council (RMC) and is further subgranting funds to your organization. RMC requires that any organization receiving funds shall give credit to the RMC whenever or wherever credit is being given, including written, oral, broadcast and internet. Grantee shall use the RMC logo to credit and acknowledge the RMC in all programs and promotional materials related to activities of the project. To ensure proper credit to the RMC Grantees shall;

a. Use the RMC's name and logo and printed materials related to the grant,
b. Link to the RMC website from your organization's website,
c. Include RMC logo on event signage or publications at your events,
d. Acknowledge RMC support in Power Point presentations, videos or reports,
e. Make an announcement at regular/special events or meetings,
f. Mention the RMC's support in print, radio or television interviews you give about the organization, program or project.

RMC
Rural Maryland Council

Tri-County Council for the Lower Eastern Shore of Maryland

**Exhibit A: Cover Sheet (Please use as a cover sheet for your proposal, and each subsequent progress report.**

**Organization Information**

| | |
|---|---|
| Organization Name: Worcester County Tourism & Economic Development | |
| Address: 107 West Green St., Snow Hill, MD 21863 | |
| Contact Person: Nancy Schwendeman | Title: Workforce Development Specialist |
| Phone: (410) 632-3112 | Email: nschwendeman@co.worcester.md.us |

Type of Funding: ☑ Rural Maryland Prosperity Investment Fund

Organization Type: ☐ Non-Profit ☑ Government ☐ Private for Profit

Project Name: Worcester Co. STATT (Skilled Trades, Ag., Tourism & Tech.)

Grant Amount: $ 100,000.00 Matching Funds Secured: $ 100,000.00

Please specify attachments below:

☑ Exhibit B Proposal ☐ Exhibit C Interim Report ☐ Exhibit C Final Report

*Be sure to include the correct forms for the applicable program(s). Reports should be typed in 12-point font (Times New Roman, Calibri, or similar) single spaced, with one inch margins on all sides.*

Tri-County Council for the Lower Eastern Shore of Maryland

**Exhibit B (Please cover this form with Exhibit A)**

## SUBGRANT PROPOSAL FORM

| PROPOSAL INFORMATION | |
|---|---|
| County(ies) Served: ☐ Somerset ☐ Wicomico ☒ Worcester<br>Other – Explain: | |
| Project/Program Name: Worcester Co. STATT (Skilled Trades, Ag., Tourism & Tech.) | |
| **ESTIMATED FY 25** | **FUNDING REQUEST*** |
| Total funding amount requested for preparation activities: | |
| Total funding amount requested for program activities: | $ 100,000.00 |
| Estimated Number of Individuals served: | 145-155 |
| Estimated Cost Per Participant if applicable: | |
| ***Because funding allocations are unknown, respondents are asked to provide a "best guess" proposal. Selected providers will have the opportunity to negotiate final participant counts and budgets once the actual funding levels are announced* | |

## APPLICATION NARRATIVE: (Complete Sections 1-8 for sub-grant proposal)

### 1. Summarize the program to be provided, delineating specific goals to be addressed.

The Worcester County Office of Tourism & Economic Developments Skilled Trades, Agriculture, Technology and Tourism (STATT) Program uses a variety of work-based learning experiences, in collaboration with key partners, to help grow our workforce in Worcester County.

First, the Coastal Careers Internships are work-based learning experiences that will provide high school students and recent graduates from Worcester County an opportunity to explore STATT related careers via paid out-of-school internships, co-sponsored by Worcester County and Tri-County Council/RMPIF (RMC). STATT Internships aim to support local employers in the skilled trades, agriculture, technology, and tourism sectors of Worcester County's economy by sponsoring motivated students for subsidized employment positions. By providing employers, that otherwise would not be able to employ interns, with funding per intern, the employers can host the intern through introductory employment at no cost to the STATT business. STATT Internships provides valuable economic investment in Worcester County by engaging student interns in mentoring services and on-the-job training to launch their career with local STATT employers, while fostering the personal and professional skills essential to their success in the 21st century workforce.

Second, there will be robust summer academies (STATT Camps) held at the Worcester Technical High School (WTHS) for middle and high school students (rising 8th - 12th grade) to explore various aspects of STATT-related industries and get hands-on experience. Middle school students will also be able to explore WTHS offerings and make informed decisions on what path to take (especially for a 4-year program). The program connects Worcester County STATT businesses with the future workforce and provides opportunities for classroom studies to be applied to real life tasks. Campers are exposed to a variety of pathways including biomedical engineering, lasercutting, robotics & drones, culinary arts, digital art & illustration, 3D printing, carpentry, fire science, agriculture science, welding, environmental science, masonry criminal justice and plumbing. Aspects of the curriculum develop career readiness skills for high school students pursuing STATT fields of study. Students in the plumbing session will work a portion of each day at an actual plumbing company lab. Other camp students will also be going out in the field to witness and partake in activities they will learn during their sessions. For example, students will spend a day on a working farm to put into practice what they have learned in agricultural science.

Third, we will continue our STATT opportunities into the WCPS Afterschool Academies throughout the school year. Offering(s) provided in the summer STATT Camp will be provided to schools for (3) 8-week after-school sessions. This will provide the same hands-on experiences provided in the summer STATT Camp to an additional 30-45 secondary students.

Fourth, a new component of our proposal, we are collaborating closely with our Regional Forester and Programs Manager with Maryland Forest Service (DNR) to support an internship program. This structured internship, integrating skilled trades, technology and agriculture, aims to foster a strong link between students and the forestry sector, while also raising awareness about this vital profession.

Worth noting: We are unable to include a NASA Internship in this grant proposal due to changes in the process within the NASA Internship Program. We will continue to work with NASA and look to establish an agreement so we can place interns starting summer 2025 or 2026.

### 2. How will this project benefit the area(s) identified?

Worcester County Students: The summer STATT Camp is designed to offer rising 8-12th graders an opportunity to learn about local STATT career options and internship opportunities; receive mentorship and guidance to achieve employment to local STATT careers through education and internships; directly experience the connection between academics and career opportunities; receive professional development to strengthen valuable career and life skills; and gain valuable work experience. The students will be given the opportunity to show-off their new talents to stakeholders during a “Program Tour”. The integration of the summer STATT Camp into the WCPS Afterschool Academies will also allow us to provide the STATT experiences over a longer period of time to additional students. We will partner with the Board of Education and Worcester Technical HS for curriculum development and delivery. The out-of-school internships allows us to expand the STATT learning experience to students beyond 12th grade.

Worcester County Local Business Community: The Worcester County businesses will benefit with the opportunity to engage directly with local students; recruit their future workforce; connect with local students who are more likely to stay in Worcester County long-term; invest in their future workforce by providing on-the-job experience; gain access to high quality labor for up to 160 hours and the ability to hire, train, and pay interns as employees during an introductory period. This is crucial for the businesses we work with as they otherwise would not be able to hire these workers. We will also engage with the local business community for site visits, guest speaker appearances/hands on demonstration as well as industry specific instruction (for summer academy).

Worcester County: The County invests in its future for fostering local students' interest in local careers; maximizes use of the WTHS facility; safeguards against deficiencies in the workforce in critical skilled trade areas; supports local agriculture and tourism industry employers; creates job opportunities for youth by connecting future interns with local employers; invests in its future workforce by fostering local interest in local careers; supports the business community by subsidizing new employee training; recruits promising local students to fill vacancies in critical Worcester industries.

**3. Describe how your organization has the ability to operate the requested programs. You may include examples of current or past projects with like or similar scope. Will you be leveraging other resources for the project? If so, please explain, Specify all match funding secured for this program and delineating source as federal, local, government/business and industry/community college/other (including waived indirect costs). These amounts should also be recorded in the proposed operational budget.**

Over the past few years, we have established an excellent relationship and partnership with the Board of Education. The STATT Program will once again be administered in collaboration with the Worcester County Board of Education, Worcester Technical High School, and the Worcester County Public Schools (WCPS) Afterschool Academies. The STATT Program is an expansion of the existing STEM Program with the objective to reach our Worcester County middle and high school students interested in the skilled trades industries as well as Science, Technology, Engineering, and Math. We feel combining these programs will deliver a comprehensive variety of industry tracks relative to the landscape of Worcester County's Economy. Starting in middle school through high school, various opportunities will be offered in the form of summer academics, afterschool academies, career prep and out-of-school internships.

Worcester County Economic Development is looking to include private corporate business partnerships. The private sector business partnerships would increase our outreach to our high school students and recent graduates by being guest speakers at the camps as well as host employers for the interns. It is still our goal to collaborate with the private sector as well as having a full-time Workforce Development Specialist to facilitate these relationships. Worcester County has budgeted a 100% match of funding to support these efforts.

**4. Delineate the number of jobs to be created/retained during this grant period. If none, please explain.**

The STATT Program is designed to introduce Worcester County Students to the Skilled Trades, Agriculture, Technology-based careers and Tourism industries. Our out-of-school internship program is available to Worcester County Students. This program is open to any Worcester County student, from both private and public schools. Our goal is to provide career exploration, coaching and create jobs for our students approaching graduation and recent high school graduates. Our aim is to secure at least 5 students for out-of-school internships, thereby generating 5 job openings with potential for permanent employment.

The middle and high school STATT Camps and Afterschool Academies will also be providing instruction based on selected pathways, career exploration and soft skills preparing students for their potential selection of courses of study at the Worcester Technical High School.

**5. Report number of services to be delivered.**

One, The STATT out-of-school Internship Program (professional work experience in STATT related fields).

Two, Summer STATT Camp (career exploration and exposure, and skills training for youth).

Three, WCPS Afterschool Academies (career exploration and exposure, and skills training for youth).

Four, STATT Leadership (several students who have participated in the summer academy in the previous year, come back to assist and mentor).

Five, Forestry Internship (career exploration and generation of awareness of a critical profession).

**6. Report the number of instructional hours to be delivered if applicable.**

Worcester County STATT out-of-school Internship Program provides up to 160 hours of work experience and on-the-job training.

Worcester County STATT Summer Camp allows for 32 hours of teacher preparation, planning and curriculum writing and 75 hours of direct instruction with students.

The WCPS Afterschool Academy extension will provide an additional 48 hours per session, for a total of 144 hours of direct instruction with students throughout the 2024-2025 school year.

The Forestry Internship will provide on-the-job instruction along with work experience of 40 hours/week for 8 weeks.

| 7. What goals and measurable outcomes are expected to be achieved in the program? | |
|---|---|
| **Goal** | **Measurable Objective** |
| 1. The STATT out-of-school Internship Program: To match students with STATT employers for internship opportunities at no cost to the employer and to ensure the internship becomes continued employment beyond the up to 160 hours. | 1. Meet the goal of at least 5 high school students and recent graduates accepting out-of-school internship positions. Assess relevant skills gained pre and post internship by conducting site visits, review weekly intern reports and conduct intern and employer surveys. Offer of FT or PT employment beyond internship. |
| 2. The summer STATT Camp will provide rising 8th-12th graders with hands-on exposure and exploration to local skilled trades and technology businesses in our area. | 2. To ensure the summer STATT Camp provides instruction in various skilled trades and technology pathways. In addition, each STATT Camp pathway will administer a culminating skills assessment at the end of each pathway. The objective is for 100% of students to score an 80% or higher on the skills assessment. |
| 3. The WCPS Afterschool Academies program will extend the hands-on exploration of local skilled trades and technology offerings from the summer STATT Camp throughout the school year, in (3) 8-week sessions. | 3. Similar to summer STATT Camp, the WCPS Afterschool Academies will provide a skills assessment at the of the 8-weeks. The objective is for 100% of students to score an 80% or higher on the skills assessment. |
| 4. The Forestry Internship Program: Work closely with our Regional Forester and Programs Manager to find a strong Worcester County candidate who fulfills their qualifications. Ensure the intern has a positive & rewarding experience and further their career path. | 4. Work with our Regional Forester and Programs Manager to assess the intern's performance throughout the internship. Review weekly intern reports and conduct intern and mentor surveys. For student intern – an offer of PT or FT employment beyond internship. |

| 8. RMPIF PROGRAM BUDGET – PROPOSED AND CONTINGENT UPON FUNDING | | | |
|---|---|---|---|
| DO NOT USE COMMAS IN YOUR DOLLAR FIGURES | | | |
| **RMPIF BUDGET** | **RMPIF Program Expenses** | **Value of in-kind or leveraged resources** | **Explanation** |
| **RMPIF Staff Wages** | $ 45,000.00 | $ 30,000.00 | Summer STATT camp teachers, EA's, a possible ReStart student worker, Afterschool teachers, program management & facilitation including evaluations & reporting. |
| **RMPIF Staff Fringes** | $ 6,500.00 | $ 0.00 | Salary fixed charges for benefits. |
| **RMPIF Travel** | $ 0.00 | $ 500.00 | Transportation stipend for interns. |
| **RMPIF Participant Training** | $ 0.00 | $ 14,500.00 | Transportation stipend for interns. |
| **RMPIF Supplies** | $ 32,000.00 | $ 40,000.00 | Materials of instruction for Summer STATT Camp & afterschool academies. |
| **RMPIF Contractual** | $ 16,500.00 | $ 15,000.00 | Bus contractors for daily transportation to & from the summer & school year program, field trip transportation, breakfast & lunch for each day for students & staff, stipends for lunch-n-learn contracted presenters. |
| **RMPIF Other** | | | |
| **Total** | $ 100,000.00 | $ 100,000.00 | |

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

# MEMORANDUM

**TO:** **Weston S. Young, P.E. Chief Administrative Officer**
**Candace Savage, CGFM Deputy Chief Administrative Officer**
**FROM:** **Dallas Baker, Jr., P.E., Director** Dallas Baker Jr
**DATE:** **November 7, 2024**
**SUBJECT:** **Roads Over Expenditure – Tipping Fees**

Public Works is requesting Commissioner approval to overspend $3,500.00 from the Roads Maintenance Tipping Fees account 100.1202.6600.055. The approved FY 25 budget amount for tipping fees is $3,500, there is currently a balance of $200 in the account. The accelerated spending is the result of abnormally high amount of litter that has been collected on the sides of County roads so far, this fiscal year. There have been abnormally high calls from the public reporting trash on the side of the road include tires, appliances, and discarded household bag trash. At the current rate, the account will be out of funds by December. The over expenditure is being requested to be able to continue providing litter collection services throughout the remainder of the FY 25.

We anticipate funding the over expenditure from within the Roads budget at the end of the year; however, it is too early to indicate which account will be underspent to cover the difference.

Please let me know if there are any questions.

CC: Chris Clasing
Kevin Lynch

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

**DALLAS BAKER JR., P.E.**
DIRECTOR

**CHRISTOPHER CLASING, P.E.**
DEPUTY DIRECTOR

**TO:** **Weston Young P.E., Chief Administrative Officer**
**Candace Savage, CGFM, Deputy Chief Administration Officer**
**FROM:** **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
**DATE:** **November 11, 2024**
**SUBJECT:** **Mystic Harbor – Replacement Control Panel for Station E**

Public Works is requesting Commissioner approval to award the replacement control panel for Mystic Harbour Pump Station E to Lywood Automation, LLC. in the amount of $127,275.00. Funds are available in the Mystic Harbour Capital Equipment account number 545.9010.080. This item was included in the approved FY 25 budget in the amount of $110,000. The additional $17,275 needed is available from cost savings of $21,150 in the same account from the recent Mystic Harbour membrane purchase.

The request to directly award to Lywood Automation is a potential cost saving measure. Typically, work over $25,000 is bid out, however to bid the work out, engineered electrical drawings and specifications would need to be generated at an estimated additional cost $30,000-$50,000. The electrical work is relatively straight forward, by bringing in several contractors to view the equipment needing to be installed, the contractors understood what was necessary without the need for drawings and specifications. Public Works reached out to other local contractors with experience working on pump station control panels and only Lywood responded with a not-to-exceed maximum price.

The replacement of this control panel and enclosure is important to notify staff of any irregular operations while away from the lift station. It communicates with the operators who are on call for any alarms. Without those alarms the station could have inoperable pumps, potentially causing a danger to the environment, and lack of service to the surrounding residents/customers. The existing facility utilizes a system installed originally in 1997 when the facility was built.

Please let me know if there are any questions.

Attachment

CC: Quinn Dittrich
Chris Clasing
Tony Fascelli

LYWOOD
ELECTRICAL - AUTOMATION - UTILITIES

**Lywood Automation, LLC**
**301 Bloomingdale Ave,**
**Federalsburg, MD 21632**
**410-754-8631**

Date: 09/04/2024
Subject: Ocean Reef Service & Control Enclosure Updated
Bid # B3167

Please find below our scope of work for the above project.
Lywood Automation, LLC. will furnish and install the following:

1. 1- Painted Steel 3R Service/Control Enclosure ----------$98,846.00
2. a. Pump Control Panel w/ SCADAPack 474 c. Single to 3 phase VFDs
3. b. Radio Study d. Electrical Gear
4. e. Pressure Transducer f. RTU w/ Antenna
5. 1- Service/Control Enclosure Concrete Pad----------$4,990.00
6. 1- Open Air Gap Cage with 2 Enclosure
7. Drafting/ Submittals
8. 1- 20' Ant Pole W/ base----------$6,407.00
9. Labor----------$12,012.00
10. 1- Startup

AIA Billing Terms: Net 30----------Total **$122,555.00**

**Adder Options**:

1- 1-Onan 150amp ATS----------$4,720.00
2- 1-ASCO 150amp ATS---------- $8,486.00

127275.00

Note: No Spec provided,
No responsibility for any existing materials/equipment not working.
Re-use Existing Service
Programming by County
Re-use existing Conduit
Remove Equipment from Existing Wood Back Board. Turn over to Worcester County
NO PREVAILING WAGE

EXCLUDED: This quotation does not include, Utility charges, Patching/replacing Driveway/sidewalk, Sod, Top Soil, Programming of PLC, Supply Fan, Existing Wood Back Board Removal, Existing Concrete Removal, By Pass Pumping, Pump & Haul, etc....

Yours Truly,
Jeff Ruark
Lywood Automation, LLC

**Lead time** from Approval for the following: Service Enclosure 12-16 +- weeks
ATS 8 +- Weeks, PLC Equipment- 8 +- weeks, Antenna Pole 16-26 +-weeks
Service/Control Enclosure 4 weeks once all materials are Approved and available.

Confidentiality: This Document is intended solely for the individual or entity to whom it is addressed. The information contained in the Document is legally privileged and confidential.
All Rights Reserved & Confidential- prepared by Lywood Automation, LLC.

**Quality Service Since 1976**

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*

# M E M O R A N D U M

TO: Weston S. Young, P.E., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: November 8, 2024
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case No. 446 (Island Resort)

**********

Attached please find the County Commissioners' Findings of Fact and Resolution relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on November 6, 2024, and the rezoning was subsequently approved. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

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

ZONING RECLASSIFICATION RESOLUTION NO. 24-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF CERTAIN PARCELS OF LAND SHOWN ON TAX MAP 40 AS PARCEL 241, LOT C AND PARCEL 93 FROM A-1 AGRICULTURAL DISTRICT TO A-2 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Island Resort Park, Inc. and Ewell Family Revocable Trust, applicants, and Mark Cropper, applicant's attorney, filed a petition for the rezoning of approximately 142.91 acres of land out of an approximately 151.27-acre parcel shown on Tax Map 40 as Parcel 241, Lot C, and 53.2 acres of land out of an approximately 223.47-acre parcel shown on Tax Map 40 as Parcel 93 ("petitioned areas"), located on the northerly side of Cropper's Island Road, Newark, east of the intersection with US Route 113 (Worcester Highway), requesting a change in zoning classification thereof from A-1 Agricultural District to A-2 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation with one condition during its review on September 5, 2024, with said condition subsequently removed during its review on October 3, 2024; and

WHEREAS, subsequent to a public hearing held on November 6, 2024, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned areas and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Island Resort Park, Inc. and Ewell Family Revocable Trust, applicants, and Mark Cropper, applicant's attorney, and shown on Tax Map 40 as Parcel 241, Lot C and on Tax Map 40, Parcel 93 is hereby reclassified from A-1 Agricultural District to A-2 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, November 6, 2024.

EXECUTED this _____ day of _____, 2024.

| | | |
|---|---|---|
| **IN THE MATTER OF** | * | |
| | * | |
| **THE REZONING APPLICATION OF** | * | **REZONING CASE NO. 446** |
| | * | |
| **ISLAND RESORT PARK, INC.** | * | |
| | * | |
| **AND EWELL FAMILY** | * | |
| | * | |
| **REVOCABLE TRUST** | * | |
| | * | |

**********

**FINDINGS OF FACT**

Subsequent to a public hearing held on November 6, 2024, and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 446: This case seeks to rezone two petitioned areas; on Tax Map 40, Parcel 241, Lot C, it consists of 142.91 acres out of an approximately 151.27-acre parcel, and on Tax Map 40, Parcel 93, it consists of 53.2 acres out of an approximately 223.47-acre parcel. The parcels are located on the northerly side of Cropper's Island Road, Newark, east of the intersection with US Route 113 (Worcester Highway). The request is to reclassify the petitioned areas from A-1 Agricultural District to A-2 Agricultural District. The petitioned area on Parcel 241 is currently improved with a legal non-conforming campground. The petitioned area on Parcel 93 is currently unimproved.

Applicant's testimony before the County Commissioners: Mr. Mark Cropper, attorney for the applicants, provided a brief history of the two phases of the campground development, which required special exceptions from the Board of Zoning Appeals. One of the first criteria of a special exception is a determination of consistency with the Comprehensive Plan, and the Board found the campground use to be consistent. Last year, the County Commissioners reviewed and approved a Critical Area Growth Allocation request that would allow the applicant to seek a 53-site campground expansion. The existing campground is considered a legally non-conforming use in the A-1 Agricultural

District. Originally, his client was attempting to expand the campground via the non-conformity provisions, however that effort was complicated. The purpose of the rezoning request is to return the campground to a legally conforming special exception use, and rezone that portion of the adjoining parcel (Parcel 93) that is needed for the campground expansion.

Mr. Bob Ewell, property owner, testified that he created Parcel 241, Lot C where the existing campground is located for estate planning purposes. He has reviewed the Planning Commission's findings of fact and adopted it as part of his testimony. Mr. Ewell stated that he was not seeking to rezone any more property than was necessary to accommodate the expansion of the campground. Upon a question from Commissioner Mitrecic, Mr. Cropper confirmed that there had been dwellings constructed on the lots along Cropper's Island Road since the establishment of the campground in 2002, however many more were constructed prior to 2002, when the site was used as a surface mine with intensive truck traffic twelve months per year.

Mr. Rod Ewell, family and manager of the campground, stated that he has reviewed the Planning Commission's findings of fact and adopted it as part of his testimony. He requested that the County Commissioners approve the rezoning of the existing campground and the proposed expansion area.

Mr. Greg Wilkins, professional land surveyor, discussed the original recommended condition of the Planning Commission, which was modified at a subsequent meeting. The original condition stipulated that the applicant prepare a boundary line adjustment plat to bring that portion of the petitioned area of Parcel 93 into Parcel 241. Due to complications with the proposed rezoning line and setback requirements, the applicant requested that the condition be removed but proffered to prepare a boundary line adjustment plat if it was possible to do so. Submitted as Applicant's Exhibit No. 2 was a revised survey prepared by Mr. Wilkins that modified the area of the proposed rezoning. Mr. Cropper noted that the acreage amounts were the same, but the proposed zoning boundary line has been adjusted on Parcel 93 to accommodate the campground setbacks. Mr. Wilkins has also reviewed the Planning Commission's findings of fact and adopted it as part of his testimony. He is also requesting that the County Commissioners approve the rezoning of the existing campground and the proposed expansion area.

Mr. Joseph Caloggero, Vice President of The Traffic Group, provided testimony related to the traffic study that was presented as Item 7 in Applicant's Exhibit No. 1. He was engaged to conduct a traffic impact analysis on Cropper's Island Road, because that is the road upon which vehicles traveling to the campground would traverse. He further

explained that the study was conducted during Memorial Day weekend of 2024, when the campground was at 95% occupancy on Thursday and Friday, and 97% occupancy on Saturday. Traffic counts along Cropper's Island Road were evaluated at the campground entrance, as well as at the intersection with Bay Harbour Road, just prior to US Route 113 (Worcester Highway). The study found that the road operated at a Level of Service (LOS) A based upon national traffic standards, with a volume to capacity ratio of less than 5%. Level of Service A is the highest level that can be achieved for traffic capacity. Therefore, Cropper's Island Road could accommodate much more traffic than what was anticipated with the proposed campground expansion. Mr. Caloggero has also reviewed the Planning Commission's findings of fact and adopted it as part of his testimony.

Commissioner Mitrecic inquired about the number of traffic studies that Mr. Caloggero has conducted, and the frequency of which his findings result in a negative outcome? Mr. Caloggero stated that he has conducted over 1,000 studies, and there have been many occasions when there are road failures that would result in mitigation that must be done to support the proposed project. He explained that the analysis is conducted using State Highway Administration standards, as well as standards from local jurisdictions where available. Mr. Cropper reiterated that if a traffic study does not have a positive outcome, the client frequently changes the project until the road network can be shown to support it. Commissioner Bertino inquired about the thresholds for a LOS A. Mr. Caloggero said that this project found between 300 and 400 units; to change to a LOS B would be at the 1,000-unit mark. This includes the proposed campground expansion traffic. The results show that there is less than one car per minute in each direction traveling Cropper's Island Road. Mr. Cropper noted that cameras were used to document the vehicular traffic as opposed to the wire across the road. Commissioner Bertino asked if there would be an increase in the vehicular count with the proposed campground expansion. Mr. Caloggero stated that his analysis assumed a proposal of 62 additional campsites, however that has since been reduced to 53 sites. There was further discussion on the peak hours and the rates of traffic (trips in and trips out), which include both the campground and the residential traffic along the roadway. Commissioner Elder inquired about the percentage of traffic that went to the campground versus the residential traffic. Mr. Caloggero provided a best guess estimate that about 31% was campground traffic during peak morning hour, and in the peak evening hour it was about 46%.

In closing, Mr. Cropper requested that if the County Commissioners looked favorably upon the request, that they adopt the Planning Commission's findings of fact, with the layout as amended on Applicant's Exhibit No. 2.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because the argument was based on a mistake that a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and concluded that there would be no significant change in the year-round population of Cropper's Island Road because of the campground expansion.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that there would be no impact upon public facilities as there is no public water and sewer infrastructure planned to serve the petitioned areas, and the campground is served by an existing wastewater treatment plant with biological treatment and an existing drainfield with backup tilefield and sprayfield.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners find that the petitioned areas front on Cropper's Island Road, a County-owned and -maintained road. There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system. The traffic impact analysis prepared by The Traffic Group was conducted on Memorial Day weekend, when 95% to 97% of the campground was occupied, to document the most extensive use of Cropper's Island Road. The analysis showed that the road is currently at a Level of Service A, and that the expansion of the campground by 53 sites would cause a de minimis impact. Based upon the testimony presented, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned areas.

The County Commissioners' findings 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: Based upon the Planning Commission's findings and the testimony presented, the County Commissioners find that a portion of the petitioned area is an existing campground (Parcel 241), and the remaining petitioned area on Parcel 93 is proposed for the expansion. The environmental conditions in the area have been addressed in detail with the Growth Allocation request, which was submitted into the record as Items 4 and 5 of Applicant's Exhibit No. 1. Based upon the testimony presented, the County Commissioners find that the proposed rezoning of the petitioned areas from A-1 Agricultural District to A-2 Agricultural District is compatible

with the existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that the 2006 Comprehensive Plan encourages campgrounds as a means of temporary recreational housing and that their recreational uses have been important to the county's resort tradition. Specifically, the County Commissioners concur with the Planning Commission's findings that the petitioned areas are an area that is desirable for recreation, and therefore the expansion of the campground is consistent with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned areas from A-1 Agricultural District to A-2 Agricultural District. While an initial condition of approval for the preparation of a boundary line adjustment plat was recommended by the Planning Commission, said condition was further removed at a subsequent meeting, with the understanding that the applicant will do their best to comply with this recommendation. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings with no conditions, subject to the revised zoning boundaries delineated on Applicant's Exhibit No. 2.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that the existing campground should have been zoned A-2 Agricultural District at the time of the 2009 comprehensive rezoning. Uses such as campgrounds and golf courses were included in this new zoning district for the express purpose of limiting the land area where the commercialized recreational uses could be permitted. While the subdivision occurred prior to the comprehensive rezoning in 2009, the County Commissioners found that it was a mistake in the existing zoning not to allow for a greater use of the adjoining parcel for a campground, even though the currently proposed expansion area on Parcel 93 was not a pre-existing approval at the time. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 446 and thus rezone the petitioned areas, as delineated on Applicant's Exhibit No. 2, Tax Map 40, Parcel 241, Lot C and Parcel 93, from A-1 Agricultural District to A-2 Agricultural District.

Adopted as of November 6, 2024. Reduced to writing and signed _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

MARYLAND'S Coast
WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: November 19, 2024
RE: Request to Bid – Mystic Harbour WWTP Biosolids Upgrade Design, Bidding, Construction, & Inspection Phase Services

Attached for your review and approval are proposal documents to contract for the Mystic Harbour WWTP Biosolids Upgrade Design, Bidding, Construction, & Inspection Phase Services. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding for these services is will come from a combination of federal earmark and state funds and be charged to account 545.9010.080 under project code MYH Solids.

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

**Worcester County Administration**
**1 West Market Street, Room 1103**
**Snow Hill, Maryland 21863**

# REQUEST FOR PROPOSAL

**PROJECT: Design, Bidding, Construction, & Inspection Phase Services for Mystic Harbour WWTP Biosolids Upgrade**

**DEPARTMENT:** _____

## VENDOR:

**NAME:** _____

**ADDRESS:** _____

_____

## PROPOSAL OPENING:

**DATE:** _____

**TIME:** **2:30 PM**

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# SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract design, bidding, and construction phase services in the Mystic Harbour Sanitary Service Area for the Mystic Harbour Wastewater Treatment Plant biosolids equipment upgrade and building improvements in conformity with the requirements contained herein ("Proposal Document(s)").

B. **CLARIFICATION OF TERMS**

1. Firms or individuals that submit a proposal for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. **QUESTIONS AND INQUIRES**

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on _____**.
3. Addenda are posted on the County website at https://www.co.worcester.md.us/ under County Info: Bid Board: at https://www.co.worcester.md.us/commissioners/bids at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. **FILLING OUT PROPOSAL DOCUMENTS**

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. **SUBMISSION OF PROPOSAL DOCUMENTS**

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **MYSTIC HARBOUR WWTP BIOSOLIDS UPGRADE DESIGN, BIDDING, CONSTRUCTION, & INSPECTION PHASE SERVICES** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. **OPENING OF PROPOSALS**

1. Proposal Documents received on time will be opened publicly. Only the Vendor's names will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.

3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
    a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    b. Character, integrity, reputation, experience and efficiency.
    c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
    d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
    e. Evidence of adequate insurance to comply with Contract terms and conditions.
    f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
    g. Explanation of methods to be used in fulfilling the Contract.
    h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
   All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors*. For more information on the Certificate of Status please see http://www.dat.state.md.us/sdatweb/COSinfo.html .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. **DESCRIPTIVE LITERATURE**

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.

2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. **NOTICE TO VENDORS**

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. **PIGGYBACKING**

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

**END OF SECTION**

# SECTION II: GENERAL INFORMATION

A. **ECONOMY OF PROPOSAL**

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. **PUBLIC INFORMATION ACT (PIA)**

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
    a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. **CONTRACT AWARD**

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. **AUDIT**

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. **NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. **MODIFICATION OR WITHDRAWL OF PROPOSAL**

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. **DEFAULT**

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. **COLLUSION/FINANCIAL BENEFIT**

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. **TAX EXEMPTION**

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. **APPROVED EQUALS**

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. **DELIVERY**

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. **INSURANCE**

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. **PROPOSAL EVALUATION**

1. Proposal tabulations will be posted on the County website at https://www.co.worcester.md.us/commissioners/bids. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

**END OF SECTION**

# SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. **MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. **INSPECTION AND TESTING**

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. **LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. **SUPERVISION**

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. **CLEAN UP**

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. **CHANGES IN WORK**

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
    a. By estimate and acceptance of lump sum.
    b. By unit prices named in the contract or subsequently agreed upon.

K. **TIME FOR COMPLETION**

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. **CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

M. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

N. **GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

# SECTION IV: PROPOSAL SPECIFICATIONS

A. **SCOPE**

1. The County is seeking proposals from qualified Vendors for design, bidding, and construction phase services in the Mystic Harbour Sanitary Service Area for the Mystic Harbour Wastewater Treatment Plant biosolids equipment upgrade and building improvements in accordance with the terms and conditions and specifications set forth in this solicitation.

B. **CONTRACT PRICING**

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. **BACKGROUND**

1. The Worcester County Commissioners are proposing to have the biosolids dewatering equipment and building replaced. The project is outlined in a Preliminary Engineering Report (PER) prepared by the Engineering firm George, Miles, and Buhr LLC in May 2024 (Please see attachment A of this RFP). The Mystic Harbour Wastewater Treatment Plant (WWTP) is experiencing ongoing issues related to the processing and management of biosolids. The inability of the WWTP to properly handle solids treatment is impacting the liquid treatment system. For over five (5) years, the Mystic Harbour WWTP has had violations of effluent treatment levels and is operating out of compliance with permit requirements. As a solution, the facility will need to construct two (2) sludge holding tanks and a mechanical dewatering facility to handle the biosolids produced from an average daily flow rating of 0.6 MGD. The recommended alternative in the PER, Alternative No. 4, includes mechanical dewatering of the biosolids with a permanently installed belt filter press as well as the installation of new drying beds. The construction of sludge holding tanks, aeration equipment, pumping equipment, and associated building improvements are also included.
2. This project will be in part funded via the Maryland Water Quality Revolving Loan Fund and will be subject to the program requirements outlined in Attachment C: Requirements and Contract Provisions for the Treatment Works Projects Financed Through the Maryland Water Quality Revolving Loan Fund and the Maryland Drinking Water Revolving Loan Fund. As such, this project will be subject to the Build America Buy American Act (BABA).

D. **SUMMARY**

1. The Successful Vendor will develop construction plans and specifications, obtain all necessary permits, assist in construction contractor solicitation through the competitive sealed bid process, and provide construction phase services for the Biosolids Equipment Upgrade and Building Improvements Design to the Mystic Harbour Wastewater Treatment Plant. The following specific tasks are required:
    a. **DESIGN PHASE SERVICES**
        i. Review the Preliminary Engineering Report and confirm details needed to design the system improvements.
        ii. Schedule and attend a kick-off meeting with County staff and MDE to finalize the scope of the project and discuss project details and schedule.
        iii. Coordinate with County staff on all equipment and appurtenances needed to connect to County SCADA system SCADA System.

iv. Obtain background information needed from on-site survey and aerial photography to design the biosolids upgrades and additional recommended upgrades (per the recommended Alternative #4 in the Preliminary Engineering Report).
v. Identify and address any wetlands and floodplain issues. The Successful Vendor shall survey the proposed location provided, or any other proposed building site, and verify elevations prior to design to ensure all controls are a minimum of two (2) feet above the floodplain (Based on NAVD 1988) and that no additional mitigation is required.
vi. Coordinate a geotechnical consultant to obtain soil borings for proposed location of the building site to confirm suitable subsurface conditions exist to support the equipment, building, and additional improvements.
vii. Include design and permitting services for all elements included in the selected Alternative #4 from the PER, including but not necessarily limited to:
    a. Installation of a belt filter press (BFP),
    b. Rehabilitation of the two (2) existing drying beds,
    c. Construction of four (4) new greenhouse structures with two (2) drying beds each
    d. Installation of two (2) stainless-steel Sludge Holding Tanks (SHT)
    e. Construction of a CMU building to house the BFP pumping equipment, aeration equipment, and necessary electrical equipment
    f. Replacement of the current rotatory drum screen equipment to eliminate constant fouling
    g. Installation of a sodium hypochlorite system to manage filamentous bacteria
    h. Repair/updating of the existing storage building on the WWTP premises to include demolition/repairs, construction of new features, and associated MEP work as detailed in Attachment B: Mystic Harbor Wastewater Treatment Plant Storage Building Feasibility Study
viii. Design documents (Plans and Specifications) shall be submitted for review at the 30% (preliminary), 90% (pre-final) and final design phase
ix. At the 90% design point, prepare and submit an application to MDE for the needed construction permit
x. Concurrently, obtain any necessary Local, State, or Federal approvals needed for the project (i.e. JPA, Critical Area, Building Permits, Erosion and Sediment Control, Storm Water Management, General Permit for Storm Water During Construction)
xi. Prepare a cost estimate for the project at each submittal stage.
xii. Complete the final design by addressing regulatory and staff comments and provide three copies of the final construction plans and specifications to the County for bidding. Additionally, provide the documents in Adobe Acrobat form for electronic distribution to Contractors

b. **TECHNICAL BIDDING PHASE SERVICES**
   i. Solicitation of construction contractors shall be through competitive sealed bid process.
   ii. Chair pre-bid meeting with construction contractors, record and distribute meeting minutes
   iii. Respond to contractor requests for information
   iv. Assist in answering questions and issuing addendums
   v. Review contractor bid packages, tabulate bids, provide written recommendation for award of construction contract.
   vi. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
   vii. Submit bid package and recommendation of award to funding agency for concurrence.

c. **CONSTRUCTION PHASE SERVICES**
   i. Chair preconstruction meeting with successful contractor, record and distribute meeting minutes
   ii. Review of project submittals from the contractor
   iii. Respond to Requests for Information
   iv. Review of the project schedule
   v. Chair monthly progress meetings and providing meeting minutes
   vi. Review contractor pay requests and make recommendations for payment
   vii. Prepare and submit payment reimbursement request to funding agencies
   viii. Conduct on-site conformational survey of critical elevations (i.e. pipe inverts, bottom elevation, sewer manhole inverts, etc.). Provide flood elevation certificate to comply with FIRM Flood maps. Identify any equipment installed at the incorrect elevation.
   ix. Prepare as-built drawings based on contractor prepared red line drawings.
   x. Overseeing equipment start-up and building walk through.
   xi. Scheduling and attending the final inspection of the construction, including preparation of the final punch list
   xii. Certifying project completion and providing final construction certification to the Maryland Department of the Environment

d. **INSPECTION PHASE SERVICES**
   i. Successful Vendor shall provide full time inspection services and include the qualifications of the proposed construction inspector. Hourly rate for inspection services shall be based on a 7:30 AM – 4:00 PM working schedule. If the successful contractor elects to work more than 40 hours per week, the additional hours for inspection services are to be paid by the contractor.
   ii. For the purposes of bidding, the construction duration shall be estimated as 9 months.

E. **ATTACHMENTS**
   1. Attachment A: Mystic Harbour Wastewater Treatment Plant Preliminary Engineering Report

2. Attachment B: Mystic Harbor Wastewater Treatment Plant Storage Building Feasibility Study
3. Attachment C: Requirements and Contract Provisions for the Treatment Works Projects Financed Through the Maryland Water Quality Revolving Loan Fund and the Maryland Drinking Water Revolving Loan Fund

F. **PROPOSAL CONTENT**

1. Each proposal shall include the following information at a minimum:
    a. General Description of the Firm, including the office responsible for completion of the work
    b. Approach to completion of this project
    c. Explanation of approach to compliance with the Build America Buy American Act (BABA)
    d. Management and Staffing Plan to identify the key personnel assigned to the project
    e. Qualifications of the firm, including specific qualifications of the Project Manager, Inspector, and key personnel
    f. Quality Control program description
    g. References for similar projects and demonstrated ability to meet project schedule/deadlines
    h. Cost proposal as described in the Proposal Form
    i. Schedule of completion including major milestones of Percent Complete (30%, 60%, 90%, and 100%), Design Phase Surveying, Site location, Building Design and Layout, and Permitting in Microsoft Project gant chart format or equivalent. Highlight any critical path items

G. **GENERAL REQUIREMENTS**

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

H. **PRE-PROPOSAL CONFERENCE**

1. A pre-proposal meeting will be held on _____, at 10:00 AM at the Mystic Harbour Wastewater Treatment Plant, 9264 Stephen Decatur Highway, Berlin, Maryland 21811.

I. **PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
    a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
    b. The County will <u>not</u> be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

J. **QUESTIONS**

1. The last day for questions is listed under Section I, Subsection C.2.

K. **AWARD**

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

**END OF SECTION**

# SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

| Weighting Factor | Criterion |
|---|---|
| 25% | Qualifications of the organization |
| 25% | Vendor's experience on similar 0.5-1 MGD Wastewater Treatment Facility projects |
| 20% | Vendor's organizational capacity to meet the demands of the RFP specifications |
| 10% | Vendor's ability to meet project schedule & deadlines |
| 20% | Vendor's overall fee schedule and related expenses |

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

| | |
|---|---|
| Unacceptable | 0 |
| Poor | 1 |
| Fair | 2 |
| Good | 3 |
| Superior | 4 |

   a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

**END OF SECTION**

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL**

# FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "MYSTIC HARBOUR WWTP BIOSOLIDS UPGRADE DESIGN, BIDDING, CONSTRUCTION, & INSPECTION PHASE SERVICES" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

| ITEM | DESCRIPTION | EXTENDED PRICE |
|---|---|---|
| 1 | Design Phase Services | |
| 2 | Technical Bidding Phase Services | |
| 3 | Construction Phase Services | |
| 4 | Inspection Phase Services | |
| | **TOTAL** | |

**OPTIONAL ITEMS**

| | |
|---|---|
| Hourly Rate for Inspection and RPR Services | $_____/hour |

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

## REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

| | | | |
|---|---|---|---|
| Company Name: | | Company Name: | |
| Type of Project: | | Type of Project: | |
| Address: | | Address: | |
| Town, State, Zip Code: | | Town, State, Zip Code: | |
| Contact Person: | | Contact Person: | |
| Telephone Number: | | Telephone Number: | |
| Email: | | Email: | |
| Date of Service: | | Date of Service: | |
| | | | |
| Company Name: | | | |
| Type of Project: | | | |
| Address: | | | |
| Town, State, Zip Code: | | | |
| Contact Person: | | | |
| Telephone Number: | | | |
| Email: | | | |
| Date of Service: | | | |

_____ _____

Sign for Identification Printed Name

# EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

**EXCEPTIONS:**

(If none, write none) _____

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

| **Number** | **Date** | **Initials** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____ _____

Sign for Identification Printed Name

## INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

**********

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

**********

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

# VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____
_____

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____
_____
_____

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____
Sign for Identification Printed Name

## NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

# EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy**. If a bankruptcy proceeding by or against the Contractor is filed, then:
    a. The Contractor must notify the County immediately; and
    b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law**. The Contract is governed by the laws of Maryland and the County.
9. **Indemnification**. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination**. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience**. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract**. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries**. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities**. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract**. The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

ATTACHMENT A

# MYSTIC HARBOUR WASTEWATER TREATMENT PLANT
# WORCESTER COUNTY, MARYLAND

# PRELIMINARY ENGINEERING REPORT

PREPARED FOR:
WORCESTER COUNTY

MAY 2024

GMB FILE NO. 230237

GMB
GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115

SALISBURY/BALTIMORE/SEAFORD

STATE OF MARYLAND
KATHERINE J. MCALLISTER
No. 31298
PROFESSIONAL ENGINEER
05/21/24

**Mystic Harbour Wastewater Treatment Plant**

**GMB Job No. 230237**

**Worcester County, Maryland**

**PRELIMINARY ENGINEERING REPORT**

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## EXECUTIVE SUMMARY

The Mystic Harbour Wastewater Treatment Plant (WWTP) is experiencing ongoing issues related to the processing and management of biosolids. The inability of the WWTP to properly handle solids treatment is impacting the liquid treatment system. For over five (5) years, the Mystic Harbour WWTP has had violations of effluent treatment levels and is operating out of compliance with permit requirements. In the short term, these issues can be managed by an increase in staff time at the facility for processing sludge on a more frequent basis and by modifying the current dewatered cake hauling strategy. However, for a long-term solution, the facility will need to construct two (2) sludge holding tanks and a mechanical dewatering facility to handle the biosolids produced from an ADF of 0.6 MGD.

The recommended alternative, Alternative No. 4, includes mechanical dewatering of the biosolids with a permanently installed belt filter press as well as the installation of new drying beds. The cost for sludge holding tanks, aeration equipment, pumping equipment, and associated buildings are also included. For this alternative, construction and total project costs are approximately $4.54M and $5.29M, respectively.

## 1.0 GENERAL

The purpose of this report is to identify and examine various options for addressing the ongoing issues related to the processing and management of biosolids at the Mystic Harbour WWTP located along Maryland Route 611. The Mystic Harbour WWTP was originally built in 1975 and was replaced in 2014. The plant has a current permitted capacity of 0.45 million gallons per day (MGD). The facility is expandable to an ADF of 0.6 MGD if additional equipment is constructed as planned. The facility consists of a membrane bioreactor treatment process followed by well injection and spray irrigation disposal of effluent. Also included at the facility are "greenhouse style" drying beds for dewatering of sludge prior to ultimate disposal of biosolids at the County landfill. In addition to the greenhouse drying beds, the facility recently implemented use of a portable belt filter press for sludge drying.

In recent years, the plant has been unable to efficiently process solids, resulting in an adverse impact on the liquid treatment system. The Mystic Harbour WWTP has had violations of effluent treatment levels for several years and is operating out of compliance with permit requirements. The facility is experiencing ongoing issues related to the processing of biosolids that include, but are not limited to, an apparent excessive growth of biomass (high sludge yield), filamentous microorganisms in the biomass, limited flexibility within the MBR treatment system to efficiently waste biosolids, slow dewatering of waste sludge on the porous asphalt drying beds, and poor dewaterability of waste sludge on the County's portable belt filter press.

The current method of wasting in large batches is unsustainable and creates unstable biomass in the membrane treatment system that leads to nitrification/denitrification issues in the treatment system. The facility has experienced damage to the membrane units attributed to carrying high concentrations of mixed liquor suspended solids (MLSS). Operators are regularly challenged with sludge storage capacity and have no intermediate location to dispose of waste

activated sludge (WAS). As a result, the MLSS concentration rises and creates additional pressure/load on the membrane cassettes, which results in damage.

This report presents multiple options for achieving reasonable solids content of dewatered sludge through the installation of mechanical dewatering equipment to follow storage of sludge in sludge holding tanks (SHTs). The Mystic Harbour WWTP has a Sewage Sludge Utilization (SSU) permit issued by MDE that regulates the transport of sewage sludge to the Worcester County Landfill, which is the site of ultimate sludge disposal. The permit stipulates certain solids contents that are not currently met in addition to specific container requirements for transportation. The previously mentioned mechanical upgrades will allow Worcester County to process the solids from the SHTs and dewater the sludge enough that it can be transported offsite.

The dewatering options considered within this report are described as:

- No Action Alternative (Alternative 1).
- Install Mechanical Dewatering Equipment via a Belt Filter Press (Alternative 2):

  This involves the use of mechanical dewatering equipment to achieve dewatered sludge with a solids content between 15 and 20%.
- Modify and Install Additional Drying Beds (Alternative 3):

  The facility is very challenged with the existing drying bed system; this primarily due to having only two (2) large beds and is also due to attempting to achieve a dewatered cake of >35%. This alternative includes installation of additional beds to meet plant capacity and address the County's issue with limited space. Utilizing this technique only for drying is estimated to provide 20% solids content based on the area's climate and experience with similar facilities.

- Install Mechanical Dewatering Equipment via a Belt Filter Press and Install Additional Drying Beds (Alternative 4):

  This includes a combination of Alternative Nos. 2 and 3 with a permanently installed belt filter press for mechanical dewatering as well as the installation of additional drying beds and relevant associated upgrades for each. This alternative is projected to provide the County with the capability of reaching close to 35% solids content prior to transportation to the local landfill which is consistent with the existing County solids hauling permit.

Common upgrades included in Alternatives 2 through 4 consist of construction of the SHTs, chemical feed upgrades, and rehabilitation of the existing WWTP storage building to house essential equipment. Alternative 2 & 3 require the purchase of a hauling transport truck for solids at 15 to 20% content and modifications to the existing hauling permit.

Worcester County has solicited the assistance of GMB to evaluate the facility to determine what process related operational changes can be made, as well as capital type improvements that may be needed to allow for better management of the biosolids at this facility. As of the date of this evaluation, the facility's flow is nearly 50% of the facility's flow during the summer months, thereby lessening the issues at hand during the winter season.

# 2.0 PROJECT PLANNING AREA

## 2.1 LOCATION

The Project Planning Area is designated as the existing WWTP property parcel owned by Worcester County. The existing WWTP is located south of Route 50 in West Ocean City along Route 611 at 9624 Stephen Decatur Highway, Berlin, MD 21811. The service area includes areas on both sides of Route 611 from just south of Route 50 to just south of Clark Rd. This area includes a smaller portion of land on the western side of Route 611 but is primarily composed of land extending from the eastern side of Route 611 to Sinepuxent Bay, excluding a portion of land surrounding the Ocean City Municipal Airport. Vicinity, location, and service area maps are included as exhibits **EX-1, EX-2,** and **EX-3**.

## 2.2 ENVIRONMENTAL RESOURCES PRESENT

The Mystic Harbour service area includes a combination of residential, commercial, and agricultural properties. It neighbors multiple bodies of water, including Herring Creek, Ayer Creek, and Sinepuxent Bay. The Mystic Harbour WWTP is located on a 9.29-acre lot (2 parcels) zoned R4 - General Residential. See attached exhibit **EX-4**, which shows designated land use for this property and for surrounding properties within the service area.

The National Wetlands Inventory map of the existing treatment plant site is included as exhibit **EX-5.** As shown on the map, there are two (2) freshwater ponds with a small area of freshwater emergent wetlands that exist on the WWTP parcel; however, the proposed upgrades within this report will not affect these areas. The areas indicated as freshwater ponds were manmade and consist of the larger pond area used as a backwash storage basin, and the smaller pond is a stormwater management facility constructed in the 2014 WWTP upgrade. Additionally, the overall service area includes estuarine/marine wetland, freshwater forested/shrub wetlands, and freshwater emergent wetland areas, all of which will remain

undisturbed. Mystic Harbour WWTP and the associated sewer service area are located within the Sinepuxent Bay Watershed, shown in exhibit **EX-6,** which is part of the MD Coastal Bays watershed. The facility disposes of treated wastewater by spray irrigation and well injection, which promotes reuse and decreases the nutrients directly entering the bay. Provided in exhibit **EX-7** is a FEMA Flood Plain map of the existing WWTP site.

Mystic Harbour WWTP and the associated sewer service area are located in Worcester County, MD, which is a community rated in the National Flood Insurance program. By improving the facility's system and providing higher quality effluent, the risk of contamination is greatly reduced.

The location of the project will have no negative effects on the surrounding environmental resources. At the existing WWTP, there are no anticipated impacts to the wetland areas and the site under consideration is above the existing flood plain elevations. All construction work and proposed upgrades will be located on the existing WWTP site.

### 2.3 Growth Areas and Population Trends

Mystic Harbour WWTP currently provides service for approximately 1,613 households. From 2010 to 2020, the population of Worcester County increased 1.96% based on US Census data, which is an average of 0.20% per year. Between the years 2020 and 2022, Worcester County reported a population increase of 2.7%.

The existing service area includes residential, commercial, and agricultural parcels. Many of the existing services are residential, and the potential for growth is also within residential or commercial areas. This project will not require any changes to existing land use designations. Refer to **EX-4** for the existing zoning map of the full service area.

The proposed project will ensure effective sewer treatment for the Mystic Harbour customers. Looking at the 30-year population trends at a 2% per year growth, the number of

service connections could increase to approximately 2,922. Based on a rate of 2.5 people per residential equivalent dwelling units (EDUs), this would total a service population of 4,032 customers in 2023 and 7,305 customers in 2053. It is noted that a number of existing connections are related to commercial users, but the above data provides a planning projection for population trends. A significant increase to development and customers in this service area may also be inhibited because there is limited infill or vacant developable parcels.

### 2.4 COMMUNITY ENGAGEMENT

Installation of the proposed upgrades will ensure that Mystic Harbour WWTP is releasing more efficiently and adequately treated effluent for the surrounding areas. The adjacent community will significantly benefit as the WWTP provides more effective treatment. The Worcester County Department of Public Works (DPW) is dedicated to the health of its customers and surrounding environment, and it strives to maintain and enhance the quality of life for citizens and visitors. The Department's Vision Statement is "Exceptional Customer Service," and the staff are determined to provide this with positive and helpful attitudes. The Department of Public Works can be reached at their main office phone number (410-632-5623) for any inquiries about this project.

# 3.0 EXISTING FACILITIES

## 3.1 LOCATION MAP

As previously discussed, location maps of the area are provided as **EX-1** and **EX-2**. The Mystic Harbour WWTP is located along Maryland Route 611. It is on a 9.29-acre lot (2 parcels) zoned R4 - General Residential and is surrounded by residential and commercial parcels as shown in **EX-4**. There are two (2) watersheds in the area: Sinepuxent Bay and Isle of Wight Bay. The WWTP is located in the Sinepuxent Bay watershed as shown in **EX-6**, but services a small number of properties in the Isle of Wight Bay Watershed as well. All work for this project will be done at the existing WWTP and will occur within the Sinepuxent Bay Watershed.

## 3.2 HISTORY AND CONDITION OF EXISTING FACILITIES

The Mystic Harbour WWTP has been designed as an expandable facility. The current infrastructure in place is designed for treatment of up to 0.45 MGD on an average daily flow (ADF) basis. The facility is expandable to an ADF treatment capacity of 0.6 MGD once the 4th MBR process trained is outfitted with equipment, along with construction of a third (3rd) sludge drying bed greenhouse and second (2nd) effluent holding tank. Currently the discharge permit allows for an ADF discharge of up to 0.45 MGD via either injection well system, Eagle Landing golf course irrigation (limited to 0.081 MGD) or the Ocean City Wastewater Treatment Plant.

The Mystic Harbour facility primarily accepts domestic waste from residences within the sewer district it serves. Also included within the sewer district is commercial waste from businesses and restaurants. Of the commercial waste streams, the current one which is of most interest is the Castaways RV Resort and Campground. Such waste generators are variable in quantity and quality depending on the season and occupancy. Also of significance is that Castaways provides connections for recreational vehicles (RVs) to its sewer system. Often included within the RV waste are chemical additives to control the bacterial decomposition

and/or deodorize wastes in the RV's waste holding tank. Some of these chemical additives may contain enzymes or formaldehyde which inhibit biological activity and are toxic to biological treatment systems such as the activated sludge system employed at the Mystic Harbour WWTP. Worcester County DPW has inspected the Castaways camp store and found that the RV waste chemical additives available for purchase did not contain formaldehyde compounds.

Worcester County does not routinely sample influent raw wastewater for water quality characteristic; this is typical within the industry for small WWTP facilities. As mentioned earlier, the quantity and composition of waste to the WWTP varies seasonally; accordingly, data during the period when campground facilities are at peak occupancy is most relevant in evaluating the WWTP's operation. Worcester County was able sample the raw wastewater for $BOD_5$ and TSS for several weeks in July and August 2017. This time period is historically the period of greatest use for campgrounds in the area. Composite samples were taken following equalization of the waste stream as this was deemed to be the most representative of what the facility treats. The results of the sampling are summarized below in ***Table 1*** and actual test results are located in **Appendix A-2**. During the design phase, Worcester County DPW will complete an updated sample program to confirm the current levels are still representative of the 2017 samples. Unfortunately, water quality analysis for the concentration of TKN found in the wastewater was not completed during the sampling period, but this will be added to the sample program during design phase.

**TABLE 1**

**ACTUAL - RAW SEWAGE CHARACTERISTICS**

| PARAMETER | July – August 2017 |
|---|---|
| Biological Oxygen Demand ($BOD_5$) | 200 mg/l |
| Total Suspended Solids (TSS) | 125 mg/l |

The raw sewage design parameters for the facility are shown in ***Table 2*** below. As can be seen, the values the facility is currently experiencing are within the design parameters. It is anticipated that as flow from the service area increases, the raw sewage characteristics will continue to remain within the design values.

**TABLE 2**

**DESIGN - RAW SEWAGE CHARACTERISTICS**

| PARAMETER | PLANT INFLUENT (Monthly Avg.) |
|---|---|
| Biological Oxygen Demand ($BOD_5$) | 200 mg/l |
| Total Suspended Solids (TSS) | 200 mg/l |
| Total Kjeldahl Nitrogen (TKN) | 30 mg/l |
| Total Phosphorus (TP) | 10 mg/l |

To evaluate the biosolids management situation, an estimate of the biosolids yield must be determined. The facility does not record the volume of WAS removed from the biological reactor, but they do monitor the mixed liquor suspended solids (MLSS) concentration within the reactor. Since January 2017, the facility has been dewatering WAS from the reactor with a small portable belt filter press (BFP). When the BFP is operated, the volume of sludge which is dewatered each time the BFP is run is recorded. Operation of the BFP for the period of mid-January through mid-October 2017 indicates a cumulative volume of WAS that corresponds to a WAS rate of approximately 12,400 gal/week. Refer to **Appendix A-3** for data related to the estimation. During this time period, the facility's ADF was approximately 0.17 MGD and this value is more representative of what the current ADF is during the late spring, summer and early fall seasons. This ADF was used to estimate that the facility's sludge yield is approximately 7,300 gal/wk/0.1MGD of ADF treated based on a WAS concentration of approximately 1.1 to 1.3%. As the flow to the facility increases, it is anticipated that the biosolids

yield will remain similar (gal/wk/0.1MGD @ 1.1%-1.3%, which can be converted to lb/wk/0.1MGD), and the increased sludge production will increase linearly with flow. Accordingly, at an ADF of 0.6 MGD, it is expected that the facility will yield approximately 43,700 gallons per week of WAS.

GMB reviewed the Mystic Harbour facility's monthly operating reports (MOR) for the period of January 2017 through September 2017 to determine the average daily flow that the facility processes and to see how much the flow varies seasonally. During 2017, in the month of July, the facility experienced an upset in process performance stemming from the issues related to management of biosolids. For essentially the entire month of July, flow to the facility was re-directed to the Town of Ocean City's facility for treatment to allow the Mystic Harbour staff time to address the biosolids management issues at the facility. Accordingly, flow data for one (1) of the two (2) most significant months of resort area use is not included in GMB's assessment. Based on the MORs, it appears that the ADF which the facility treats during the peak weeks in the summer season is close to 0.2 MGD. The period of January through March was considered to be the off-season and would represent the least use from campgrounds. During the winter period, the flow the facility treats is approximately 0.13 MGD, which is about 65% of the summer season peak. During the design phase, these values will be reexamined, but it is anticipated the flow percentages will remain similar for more recent years.

Listed in ***Table 3*** are the more pertinent facility design parameters. The facility is designed to achieve enhanced nutrient removal (ENR) of total nitrogen (TN). The facility can achieve ENR of total phosphorus (TP < 0.3 mg/l); however, the addition of a metal salt (coagulant) feed system will be needed.

During the design phase of this project, the engineer will return to the WWTP and collect updated sewage characteristics to further cement an accurate design.

**TABLE 3**

**DESIGN / PERMIT - EFFLUENT PARAMETERS**

| PARAMETER | NPDES LIMIT (Monthly Avg.) |
|---|---|
| Biological Oxygen Demand ($BOD_5$) | 10 mg/l |
| Total Suspended Solids (TSS) | 10 mg/l |
| Total Nitrogen (TN) | 3 mg/l |
| Total Phosphorus (TP) | N/A |
| Flow | 450,000 gpd |

**Headworks**. The headworks include screening and flow equalization. Raw wastewater enters the plant under pressure flow via a force main. All flow enters a self-contained rotary drum screen with a peak flow rated capacity of 1.2 MGD (million gallons per day). It should be noted that the actual operational capacity of the screens is closer to 1.1 MGD at a peak flow of 700-800 gpm. When flow exceeds 700+ gpm, the screen can foul and result in possible overflows. The County is evaluating the equipment in more detail and may consider additional upgrades as flows to the plant increase.

Screened wastewater is discharged to the flow equalization tank and screenings are washed and compacted and then discharged into a trash receptacle for ultimate disposal at the County landfill.

The flow equalization tank has a total equalization capacity of 225,000 gallons. The tank includes a jet aeration mixing system and two (duty and standby) influent pumps to transfer equalized flow to the downstream treatment process.

The flow equalization tank volume represents 38% of 0.6 MGD and the rotary drum screen can process up to 1.2 MGD; accordingly, the headworks system is capable of handling an average daily flow of 0.6 MGD and instantaneous peak flow of 1.2 MGD.

The headworks operation seems to be working properly and has no adverse effect on the sludge management issue.

**Membrane Bioreactor (MBR) Treatment Process.** Screened and equalized wastewater is discharged to the membrane bioreactor treatment process' feed channel. The MBR process consists of four (4) process trains, each rated for 0.15 MGD. Currently three (3) trains have equipment installed, and the fourth needs to be fitted with equipment before it is placed into service. Each train is subdivided into three (3) discrete zones: pre-anoxic, aerobic, and post-anoxic. At the end of each MBR train, flow combines into a common channel and enters the membrane zone which includes four (4) membrane tanks. Similarly, three (3) of the membrane tanks have equipment installed, and the fourth needs to be fitted with equipment before it is placed in the service.

Beyond the in-tankage equipment, also associated with the MBR process are five (5) blowers (duty and standby) for membrane aeration and three (3) blowers (duty and standby) for process aeration.

The facility experiences excessive filamentous bacteria concentrations, which causes poor sludge settling and issues with nitrification/denitrification. Currently, there is no permanently constructed system in place to control filamentous. The industry standard practice for controlling excessive filamentous is to dose return activated sludge (RAS) with a small concentration of chlorine (1-2 lbs of Cl2 to 1000 lbs of RAS). Operators have applied calcium hypochlorite (HTH) to the bioreactors with little effect.

Small variances (10,000 to 12,000) in mixed liquor suspended solids (MLSS) are not unusual and normally do not present a problem. The facility experiences large variances in MLSS concentrations attributed to the method in which wasting occurs. Once the target MLSS concentration is exceeded, operators waste sludge directly to the drying beds in batches. The

industry standard practice of controlling biomass is by wasting sludge in smaller quantities on a regular basis rather than large quantities at one time. That said, it is not advisable to waste small amounts of sludge daily on the drying beds. They were designed to receive enough sludge at one time to provide a uniform blanket across the entire bed. The current method of wasting in large batches is unsustainable and creates unstable biomass that leads to nitrification/denitrification issues. GMB believes this is the sole reason that the facility experiences compliance issues.

The facility has experienced damage to the membrane units attributed to carrying high concentrations of MLSS (+18,000 mg/l). Operators are regularly challenged with sludge storage capacity and have no intermediate location to dispose of waste activated sludge (WAS). As a result, the MLSS concentration rises and creates additional pressure/load on the membrane cassettes resulting in damage.

**Disinfection & Effluent Distribution**. Permeate pumps discharge effluent into an effluent distribution tank, which includes effluent disposal pumps that convey final effluent through an ultraviolet-light disinfection system and on to ultimate disposal at several injection wells. This disinfection system is specifically designed to meet the needs of the following disposal methods: well injection, spray field, Ocean City collection system.

**Chemical Feed Systems.** There are five (5) chemical feed systems currently in use at the facility. These are for sodium hypochlorite, citric acid, sodium hydroxide (caustic), sucrose (sugar) and polymer feed. The sodium hypochlorite and citric acid feed systems are for cleaning of the membrane cassettes, caustic is for pH/alkalinity adjustment, sugar feed is for carbon addition to optimize nitrogen removal, and the polymer feed is for waste sludge conditioning prior to dewatering. All except polymer (in a drum) are bulk tank-based systems with positive displacement type chemical feed pumps. The chemical feed systems are sized to serve the

existing facility capacity; however, adequate room is present to install additional storage and pumping components.

**Sludge Processing.** The facility includes two (2) porous pavement sludge drying beds housed inside of a greenhouse structure. The combined surface area of the beds is 6,225 SF, and the basis of design was to serve an MBR facility with an average daily flow design capacity of 0.4 MGD. Sludge is wasted directly from the MBR and discharged on the drying bed(s) for dewatering prior to ultimate sludge disposal at the County Landfill. Wasting of sludge is accomplished by the return activated sludge (RAS) pump, which is dedicated to serve the existing MBR treatment process.

In addition to the drying beds, the facility has, on occasion, employed the use of a portable 0.9-meter belt filter press (BFP) to aid in dewatering WAS. This BFP was purchased as an emergency measure and with the intent that it would be shared by other County facilities. It is not solely dedicated to the Mystic Harbour WWTP at this time. However, considering the challenges faced by the Mystic Harbour WWTP, the unit has been needed more frequently than anticipated. By using the BFP in conjunction with the drying beds, the County is attempting to achieve a minimum of 35% dried sludge to comply with the sludge hauling permit while also keeping up with increased daily flow.

Additionally, the percentage solids will determine how much the County Landfill is able to receive. At 35%+ the County Landfill is able to use the dried sludge as a “cap”. Typically, landfills are “capped” daily, which involves covering the entire working space at the end of the day. The “cap” provides numerous benefits, including deterrence of animal presence, containment of foul odors, prevention of fires, and prevention of trash scattering with wind. Traditionally, this is done with 6” of soil, but dried sludge is a cost-effective and widely accepted alternative. The use of dried sludge provides the wastewater treatment plant a reliable disposal

method while also reducing the need for the landfill to source usable soil. However, for the dried sludge to be at a workable consistency, it must be dried to approximately 35% solids. Currently, the sludge that is processed through the BFP can only reach approximately 15%, which means that the sludge must be stored on the limited drying bed space until naturally drying to 35%.

### 3.3 FINANCIAL STATUS OF EXISTING FACILITIES

Worcester County has a detailed and complex user rate system for the Mystic Harbour service area. Based on the estimated cost of this project, County management of user rates, and larger number of users, this project is not expected to have a significant impact on the existing rates for users.

Based on past data, the average operation and maintenance costs of the Mystic Harbour WWTP are estimated to be approximately $200,000. Included in this cost are the fees associated with all operations including vehicles, fuel, electric, chemicals, and general infrastructure maintenance. This cost does not include any labor costs or administrative and general costs associated with operating a wastewater treatment facility.

# 4.0 NEED FOR PROJECT

## 4.1 HEALTH, SANITATION AND SECURITY

The overall concern that drives the need for this project are the challenges the Mystic Harbour WWTP currently faces regarding the drying, storing, and disposing of sludge produced from its MBR system. The existing WWTP utilizes “greenhouse style” drying beds for dewatering sludge prior to disposal at a nearby landfill. The facility also utilizes a portable belt filter press with limited success.

The WWTP currently wastes sludge from their MBRs directly onto drying beds, forcing the method of sludge removal from their MBRs to be limited to batch wasting. This results in large variances in MLSS concentration, leading to an unstable biomass and nitrification/denitrification issues. At times when wasting is unfeasible, the system sees MLSS levels that are exceeding 18,000 mg/L, causing damage to occur on the membrane cassettes. This also leads to poor effluent quality that is not within the WWTP’s permit limits.

## 4.2 AGING INFRASTRUCTURE & SAFETY CONCERNS

Mystic Harbour’ s treatment infrastructure is not aged as it was rehabilitated in 2014, but the existing storage building on site is past its designed lifetime. The condition of the existing building is poor, and for continued use of this system, it will need to be refurbished. The WWTP is in a developed area surrounded by residential and commercial buildings. Space on this site is limited, and with the high visibility from surrounding residents, the County attempts to house all equipment and treatment systems inside. This building was used in the past to house essential equipment. This is noted as a common improvement in Section 5.4.3.

As stated before, without a way to effectively treat biosolids at the Mystic Harbour WWTP, the effluent quality will continue to suffer. This can lead to unintended environmental issues and safety concerns for the health in the nearby waterways.

### 4.3 GROWTH

The project is intended to provide solids treatment to match the permitted liquid treatment capacity of the Mystic Harbour WWTP by improving the existing limiting factor. The WWTP is currently handicapped by its ongoing issues with processing biosolids. Any increase in growth, which would result in an increase in flow rate, would exacerbate the biosolids processing issues and lead to damage and failure of the WWTP's MBR system.

## 5.0 ALTERNATIVES

The following alternatives in ***Table 4*** have been identified as potential options to upgrade the Mystic Harbour WWTP ongoing issues related to the processing and management of biosolids. Each alternative is briefly described below.

**TABLE 4**

**SELECTED ALTERNATIVES**

| ALTERNATIVES SUMMARY |
|---|
| 1. No Action Alternative<br>Maintain existing biosolids treatment which have resulted in negative impacts to the MBR liquid treatment system. |
| 2. Install Mechanical Dewatering Equipment via a Belt Filter Press<br>This includes mechanical dewatering of the biosolids with a permanently installed belt filter press. This will require installation of sludge holding tanks, chemical feed upgrades, and rehabilitation of the existing WWTP storage building. |
| 3. Modify/Install Additional Drying Beds<br>Investigate modifying/installing additional drying beds. This alternative will require installation of sludge holding tanks, chemical feed upgrades, and rehabilitation of the existing WWTP storage building. |
| 4. Install Mechanical Dewatering Equipment and Install Additional Drying Beds<br>This includes a combination of Alternative Nos. 2 and 3 with a permanently installed belt filter press for mechanical dewatering as well as the installation of additional drying beds and relevant associated upgrades for each. |

Without updating the system, the WWTP will continue to have issues operating their MBRs effectively, and as a result, their effluent quality will continue to suffer. The solution needs to be a permanent solution which can be managed and maintained indefinitely. GMB worked with Worcester County DPW in 2017 to develop several site plans and exhibits associated with Alternative 2 through 4 above. Provided in **Appendix A.1** are copies of the 2017 exhibits for reference as detailed alternatives descriptions are discussed below.

## 5.1 No Action (Alternative No. 1)

Alternative 1 requires no action to be taken. In other words, maintaining the existing biosolids treatment system has resulted in negative impacts to the MBR liquid treatment system and WWTP effluent quality. Worcester County has received notification from MDE regarding the effluent treatment level violations. MDE is requiring the County move forward with required steps to address the effluent violations and therefore Alternative 1 is not a feasible alternative. Refer to **Appendix F** for a copy of the most recent MDE Compliance letter.

## 5.2 Install Mechanical Dewatering Equipment (Alternative No. 2)

### 5.2.1 Description, Design Criteria & Schematic

Alternative 2 involves the use of mechanical dewatering equipment to achieve dewatered sludge with a solids content between 15% and 20%. Whereas typical activated sludge can readily be dewatered to +20% solids content, MBR sludge tenaciously holds onto water and with most conventional dewatering technologies, can only reach a solids content between 15%-20%. The existing 0.9M portable belt filter press (BFP) is capable of processing up to 79 gpm (1.1% feedstock); however, it is anticipated that the equipment will only be able to achieve a cake of approximately 15% solids. This has been confirmed by WWTP staff who have been operating the BFP since January 2016.

Furthermore, should the BFP be used to dewater solids at Mystic Harbour, it would need to remain there permanently given that its use would be weekly. As the BFP was purchased by Worcester County to be shared at multiple facilities, this would limit the value the BFP has to Worcester County. One of the reasons that the portable BFP is less efficient at obtaining a higher percent solids cake is that the unit includes only four (4) rolls in the vertical pressure zone of the machine. Other BFPs can have more pressure rolls (up to 12) and achieve a higher percent solids cake.

In 2017, GMB evaluated three (3) BFP units for permanent installation at Mystic Harbour. The first is the permanent installation of a unit matching the portable unit (0.9m DDP). The others are a 0.5m 2VP and a 0.75m 3DP. Information regarding performance and run time for each unit can be found in **Appendix A.3.** An assumed WAS processing rate of 38,000 gpd of was used for the analysis, which corresponds to a WWTP ADF of about 85% of the ultimate WWTP flow (0.6 MGD). As shown in **Appendix A.3**, for the 0.5m 2VP and for the 12" screw press, this corresponds to approximately 28 hours of run time per week. For the 0.75m 3DP, this corresponds to only 9.2 hours of run time per week. As mentioned, an inclined screw press was included in the evaluation and coupled with a rotary drum thickener. The unit is attractive as it is self-contained (no exposed sludge as with a BFP) and requires minimal footprint for installation. However, the unit is limited on throughput, similar to the 0.5m 2VP. Considering price, throughput, and dryness of dewatered sludge, the 0.75m 3DP is deemed to be the best value to Worcester County and the unit that GMB recommends for further consideration under this alternative. Information on the 0.75m BFP can be found in **Appendix G**. Depending on flow, the County will need one (1) to two (2) days of operation and processing for the solids in the BFP. As the influent flow and solids production increases to the plant, the

run time of the BFP will increase accordingly. It is proposed that the BFP be installed in a new sludge dewatering building adjacent to the existing greenhouses. For this alternative, under both SHT options, the sludge aeration blowers and sludge transfer pumps will be installed in the building with the BFP.

It is also proposed that the greenhouse drying bed nearest to the dewatering building be converted into a dewatered sludge storage area to collect dewatered sludge from the proposed conveyor of the BFP. This improvement will entail constructing a concrete floor above the existing porous asphalt drying bed. The concrete floor will allow for “heavy” use of the area by a skid steer without the concern for destroying the floor as would be the case if it were left as porous asphalt. Since the dewatered sludge to be stored in this area will be absent of free liquid (previously dewatered), draining features in the floor will not be needed. The adjacent sludge drying bed will be retained for sludge drying purposes and to allow for operational flexibility during downtime of the mechanical dewatering equipment. This drying bed will be divided into two (2) beds, and piping will be adjusted to allow for independent drying bed operation. Provisions will remain in place to send WAS directly from the bioreactor to the drying bed as well as directly to the dewatering equipment, should the Sludge Holding Tanks be offline.

It should be noted that under this alternative, the County will update the current solids transportation permit to allow 15% - 20% solids to be hauled to the landfill. At this lower percent solids the landfill is unable to use the material for “capping”; therefore, it will either be disposed of as waste or need additional area for further drying at the landfill.

### 5.2.2 Environmental Impacts

No major impacts or consequences to the environment are anticipated with this project. The project will provide a positive impact by improving the effluent quality of the Mystic Harbour WWTP.

### 5.2.3 Land Requirements

Land area will not need to be acquired to house the new building and upgrades. There is sufficient area at the WWTP to construct and install the proposed improvements.

### 5.2.4 Construction Problems & Sustainability

No construction problems are suspected to exist as a result of this alternative. Construction will include installation of a new building to house the sludge transfer pumps, sludge aeration blowers, dewatering equipment, and necessary electrical equipment. The building will be a single-story CMU building located to the south of the existing drying beds (see exhibits in **Appendix A.1)**. Adequate space is available on site to handle the construction of this building and the SHTs. Concrete Masonry Buildings are extremely resilient and are expected to last well past 25 years. As the building will be housing both mechanical and electrical equipment, it will be conditioned to allow for the long-term successful operation of all equipment involved.

### 5.2.5 Cost Estimates

Construction cost estimates were completed for the improvements described above as alternatives and options. The following sources were used to develop construction costs:

1. Equipment manufacturer quotations
2. In-house bid information from previous GMB projects

3. R. S. Means Co., Inc., Means Building Construction Cost Data.

A detailed construction cost breakdown for all improvements is included in **Appendix B** at the end of this evaluation.

### 5.2.6 Advantages and Disadvantages

This alternative will meet Mystic Harbor's need for an effective dewatering method that can handle the WAS rate required for consistent operation of their MBRs. The BFP will not be affected by seasonal conditions as it will be located in a conditioned space and can be run as often as necessary to handle the WAS rate produced by the MBRs. The daily operation and maintenance shall be the responsibility of the Mystic Harbor WWTP, which has the necessary infrastructure and experience to maintain the proposed mechanical dewatering equipment and SHT.

The largest disadvantage to this alternative is the lack of storage space needed following processing by the BFP. To keep up with flow rates while also achieving 35% solids or greater, additional drying is needed beyond what the belt filter press is capable of, and the current space provided by the existing drying beds and the proposed dewatered sludge storage area may not be sufficient.

## 5.3 Modify and Install Additional Drying Beds (Alternative No. 3)

### 5.3.1 Description, Design Criteria, and Schematic

The third alternative is to modify the existing drying beds as well as install additional drying beds. The facility is challenged with the existing drying bed system. This is primarily due to having only two (2) large beds while attempting to achieve a dewatered cake of >35%. On an annual basis (throughout the winter and spring seasons), it is not feasible to achieve this level of sludge solids content. GMB's experience is that drying beds within the Mid-Atlantic area are typically capable of

achieving a dewatered sludge solids content of between 15% and 20%. GMB's experience is that MBR sludge is also more difficult to dewater on drying beds than conventional WAS. Accordingly, a factor of safety must be included in the design of drying beds for MBR facilities.

GMB believes that the WAS will more readily dewater on sludge drying beds once the filamentous microorganisms are eliminated in the WAS and when the WAS is also not of an excessive SRT. Excessive SRT occurs when MLSS percent builds in the reactor, which has thereby been significantly exposed to the MBR thickening process. A significant polymer dose will still be needed in dewatering the liquid sludge on the drying beds.

The other sludge drying bed deficiency at the facility is the lack of an adequate number of drying beds. It is likely that the existing surface area of beds at the facility could more efficiently dewater sludge if the individual beds were smaller in size. Based on the configuration of the existing beds, it is recommended that each existing bed be divided in half for an area of approximately 1,500 SF each, thereby creating four (4) beds. A concrete divider wall will be constructed lengthwise down the middle of each greenhouse and modifications will be made to the discharge piping to allow for independent bed operation. Even with this modification, GMB believes the facility will still be deficient in total surface area needed to achieve dewatered sludge with a solids content between 15% and 20%. Based on GMB's experience at other MBR facilities, and assuming the WAS concentration applied to the beds is 1.0%-1.2%, GMB recommends a liquid stream "loading rate" of 0.037 MGD/1,000 SF of bed surface area. The flow value is based on the facilities liquid stream ADF. As such, an installed total of six (6) greenhouses (5.4 rounded up), with each greenhouse comprised of two (2) 1,500

SF drying beds (12 * 1500 SF = 18,000 SF) would be required to dewater effectively when the WWTP reaches maximum flow capacity. A site plan of the proposed greenhouse drying beds can be found as an exhibit in **Appendix A.1**.

For this alternative, the sludge aeration blowers and sludge transfer pumps will be installed in a small SHT equipment building constructed adjacent to the SHTs. A polymer feed system will also be provided in the building to further condition sludge before distribution over the sludge drying beds.

### 5.3.2 Environmental Impacts

No major impacts or consequences to the environment are anticipated with this project. The project will provide a positive impact by improving the effluent quality of the Mystic Harbour WWTP.

### 5.3.3 Land Requirements

Land area will not need to be acquired to house the proposed drying beds and SHTs. The existing WWTP property has adequate area available to house the proposed equipment. A layout of the proposed site plan for this alternative is shown in **Appendix A.1.**

### 5.3.4 Construction Problems & Sustainability

No construction problems are suspected to exist as a result of this alternative. As this option involves Concrete Drying Beds, there is a lifespan associated with them, but that lifespan is longer than the typical project lifespan goal of 30 years.

The Sludge Holding Tanks (common upgrade) are proposed to be stainless-steel and are expected to exceed the project lifespan goal of 30 years as they are corrosion resistant.

The proposed building to house the Sludge Holding Tank Equipment is expected to be constructed from CMU. Concrete Masonry Buildings are extremely resilient and are expected to last well past the project life-span goal of 30 years.

### 5.3.5 COST ESTIMATES

Construction cost estimates were completed for the improvements described above as alternatives and options. The following sources were used to develop construction costs:

1. Equipment manufacturer quotations
2. In-house bids information from previous GMB projects
3. R. S. Means Co., Inc., Means Building Construction Cost Data.

A detailed construction cost breakdown for all improvements is included in **Appendix B** at the end of this evaluation.

### 5.3.6 ADVANTAGES AND DISADVANTAGES

This alternative will increase the dewatering capacity of the existing sludge drying beds and will provide new surface area in the form of new sludge drying beds.

There are possible advantages and disadvantages to this alternative during construction. The modifications to the existing drying beds and the construction of new greenhouses will increase the WWTP's dewatering capacity, allowing the MBRs to operate at a typical MLSS level. The biggest concern for this alternative is the seasonal consistency of sludge drying beds, as cold weather and shorter days in the winter can lead to slower dewatering rates. Although SHTs are proposed to manage WAS and provide a buffer, the possibility of not being able to dewater the sludge fast enough on a seasonal basis should be considered. In addition, as discussed under Alternative 2, the drying beds alone are anticipated to only achieve 15%- 20% solids, and this will require

a new hauling permit and truck for transportation of the lower percent solids, limiting the use of the sludge as cap at the landfill.

## 5.4 Install Mechanical Dewatering Equipment AND Modify Existing and Install Additional Drying Beds (Alternative No. 4)

### 5.4.1 Description, Design Criteria, and Schematic

In order to achieve 35% solids at the Mystic Harbour WWTP, it would involve a combination of Alternative Nos. 2 and 3. Due to the higher tendency of MBR sludge to hold onto water and to efficiently achieve the necessary percent solids with anticipated average daily flow of 0.6 MGD, a combination of these dewatering methods should be used.

With this alternative, the MBR sludge would first be dewatered to approximately 15%-20% by utilizing a Belt Filter Press. Following the Belt Filter Press, the sludge would be transported to a drying bed for further natural drying until the necessary percentage of solids is achieved. Mystic Harbour WWTP has previously utilized this method on a smaller scale but is unable to sustain the required output with existing equipment and drying bed space. Based on information provided by Mystic Harbour WWTP personnel, greater than 35% solids can be obtained by this combined method, but the proposed installation of a dedicated belt filter press and additional drying bed space is imperative for the facility's ability to manage 0.6 MGD. As previously stated in this report, the existing drying bed space is not nearly adequate for dewatering sludge at the anticipated flow rate. Furthermore, if the belt filter press is ever offline for any reason, including maintenance, then additional drying bed space will be necessary as a backup option to maintain operations. Similar to Alternative No. 2, this alternative would require the construction of a new Sludge Dewatering Building to house the new belt filter press

and associated equipment. Following the BFP, sludge will be stored in a portable hopper and hauled directly onto the drying beds, or as an alternative, the County can consider construction of a solid concrete storage surface for the interim period until the drying beds are loaded. Four (4) new greenhouses will be constructed, each housing two (2) 1,500 SF drying beds for a total combined drying space of 18,000 SF (12 beds * 1,500 SF).

### 5.4.2 Environmental Impacts

No major impacts or consequences to the environment are anticipated with this project. The project will provide a positive impact by improving the effluent quality of the Mystic Harbour WWTP.

### 5.4.3 Land Requirements

Land area will not need to be acquired to house the proposed Sludge Dewatering Building, Drying Beds, and SHTs. The existing WWTP property has adequate area available to house the proposed equipment. A layout of the proposed site plan for this alternative is shown in **Appendix A.1.**

### 5.4.4 Construction Problems & Sustainability

No construction problems are suspected to exist as a result of this alternative. As this option involves Concrete Drying Beds, there is a lifespan associated with them, but that lifespan is longer than the typical project lifespan goal of 30 years.

The Sludge Holding Tanks (common upgrade) are proposed to be stainless-steel and are expected to exceed the project lifespan goal of 30 years as they are corrosion resistant.

The proposed building to house the Sludge Holding Tank Equipment is expected to be constructed from CMU. Concrete Masonry Buildings are extremely resilient and are expected to last well past the project life-span goal of 30 years.

### 5.4.5 COST ESTIMATES

Construction cost estimates were completed for the improvements described above as alternatives and options. The following sources were used to develop construction costs:

1. Equipment manufacturer quotations
2. In-house bids information from previous GMB projects
3. R. S. Means Co., Inc., Means Building Construction Cost Data.

A detailed construction cost breakdown for all improvements is included in **Appendix B** at the end of this evaluation.

### 5.4.6 ADVANTAGES AND DISADVANTAGES

This alternative will increase the dewatering capacity of the entire facility by installation of the BFP and added dewatering surface area in the form of new sludge drying beds. In addition to the benefits provided by Alternative Nos. 2 and 3, Alternative 4 will provide the system with adequate capacity for keeping up with anticipated flow rates and meeting the 35% solids drying content required at the landfill to utilize the material as a cap. Alternative 4 also provides a secondary option to use the expanded and upgraded drying bed space to stay online through situations where the BFP is offline for any reason.

The biggest concern in this scenario remains to be the seasonal consistency of sludge drying beds, as cold weather and shorter days in the winter can lead to slower

dewatering rates. In addition, this is the highest cost alternative and requires the most construction.

## 5.5 Mystic Harbour Wastewater Treatment Plant Upgrades – Common Upgrades to Alternatives 2 through 4

### 5.5.1 Installation of Sludge Holding Tanks

As described in Chapter 3, the facility has no provisions in place to hold WAS; accordingly, the facility must either waste every day onto the sludge drying beds (unfeasible) or manage the extra biomass as MLSS within the reactors. The latter leads to process performance issues if the MLSS concentration changes by more than a few 1,000 mg/l during a wasting event. To address this deficiency at the facility, a tank needs to be constructed to temporarily hold WAS. WAS can be sent to this tankage on a daily basis to maintain a constant MLSS in the reactors. The sludge holding tank (SHT) should have a minimum capacity of 15 days, and given the size of the facility, two (2) equally sized tanks should be provided, each comprising 50% of the needed capacity.

The intent of the SHTs is not to provide digestion or stabilization of the WAS, but rather temporary holding until a sufficient quantity is available for the downstream sludge processing system. Based on the typical WAS yield rate estimated from plant data and the facilities ultimate capacity (ADF) of 0.6 MGD, a total SHT volume of 90,000 gallons is recommended to achieve at least 15 days of holding storage volume.

As all existing process tankage at the facility is covered or within a building due to the proximity of nearby residences, the SHTs are proposed to be covered. Within the SHT improvement, two (2) options were evaluated: one being stainless-steel, bolted tanks with geodesic dome covers; and the other being concrete tanks with concrete slab covers. Currently, costs for the stainless-steel tanks are considered in total project cost.

Coarse bubble aeration diffusers with three (3) positive displacement blowers (Two (2) duty and one (1) standby) will be used to provide mixing and aeration of the SHT at a minimum rate of 30 cfm/1,000 cf. Two (2) additional positive displacement pumps (duty and standby) for transfer of sludge to the downstream dewatering process will be provided. The proposed location of the sludge aeration blowers and sludge transfer pumps will be inside a building. Information related to the coarse bubble aeration and blower systems can be found in **Appendix G**.

Typically, MBR sludge exhibits minimal thickening characteristics under gravity settling conditions; however, all SHTs will include a system to decant supernatant to the WWTP influent pump station to allow for thickening, should it be found to be feasible. The SHTs will include floating decanters to complete this task. WAS entering the SHTs will probably be in the 1.0 to 1.2% solids range, and it will likely remain at that concentration until transfer out of the tankage. The existing polymer feed system in the process building will be used to condition WAS entering the SHTs.

Each stainless-steel tank will be approximately 20.8-feet in diameter with a sidewall height of 19.9-feet and the tank will be constructed on top of a cast in place concrete base. A proposal for the SHT can be found in **Appendix G**. The tanks will look similar to the existing effluent holding tank, except they will be bolted, stainless-steel instead of bolted, glass-lined, epoxy-coated steel.

### 5.5.2 FILAMENTOUS CONTROL SYSTEM

To aid in the dewaterability of the waste activated sludge, it is recommended to control and prevent the growth of filamentous microorganisms. In conventional activated sludge systems, operations have no choice but to control these microorganisms; otherwise, the clarification process is greatly impacted as well as the facility's effluent

water quality. With membrane bioreactor activated sludge systems, as the process that separates mixed liquor from treated effluent is not dependent on gravity settling, filamentous microorganisms do not necessarily need to be controlled. Nonetheless, following the liquid stream treatment process, filaments do impact the dewaterability of sludge during processing. Control of filaments will improve sludge dewatering whether the process is accomplished through mechanical means or a more passive process such as drying beds.

To control the growth of filaments, it is recommended that a chemical feed system, to inject sodium hypochlorite (bleach) into the return activated sludge (RAS) piping, be added to the facility. The facility currently has a bulk storage system for bleach in place for cleaning of the membranes associated with the active sludge process. As the system is used infrequently, it is proposed for this storage facility to also be shared with the filamentous control feed system. A new duplex chemical feed pump skid will be installed adjacent to the existing chemical cleaning transfer pump system. From the new chemical feed pump skid, bleach solution piping will be routed along the wall to the proposed injection point of the 10" RAS pipe located in the adjacent Pump Room. This improvement is proposed under Alternative Nos. 2 through 4. A drawing for the Chemical Room improvements can be found in **Appendix A-1**.

### 5.5.3 Rehabilitation of The Existing WWTP Storage Building

Under both proposed alternatives, the existing WWTP Storage Building would be repaired and upgraded for use as a storage building on site.

Items to be removed would be the stair and platform, the existing chemical room, and the existing interior masonry partitions. The removal of these items will create one large open storage area to house emergency equipment. Additionally, the finished floor

level needs to be raised to hinder the chance of future water intrusion. The existing housekeeping concrete pads can remain in place, at least in part, while new structural fill and stone is installed. A new concrete slab is poured to raise the existing slab elevation a total of sixteen inches. New overhead sectional doors will be installed on the west and east walls, and two new hinged doors will be installed on the south facade. The existing drywall ceiling will have to be removed and replaced entirely with moisture resistant drywall of marine grade plywood or with a vinyl product for longevity.

The exterior masonry walls will be repainted as necessary and repainted. Lintels and openings will be inspected and repaired as necessary. The plywood soffits will be replaced with vented vinyl soffits and new fascia boards will be installed with aluminum break metal coverings. The asphalt shingle roof will be removed and replaced with new shingles and underlayment, and damaged substrate will be repaired as necessary or evaluated for full replacement with a metal roof system. Pre-engineered wood trusses will be repaired as required, hurricane ties at each rafter will be installed, and proper hold-down straps/anchorages to the wall will be installed. Damaged areas of truss tails and associated soffit and fascia components will be repaired as necessary. New gutters and downspouts will complete the exterior refurbishments.

All existing interior walls will be removed as well as the floor so that the floor elevation of the building will be consistent throughout. The concrete platform, stairs, and railing will be removed as well. Some equipment pads will need to be removed depending on their height compared to the new finished floor level. The buildings finished floor level will be raised. As a result, new overhead doors will be installed in new openings. Furthermore, #57 stone and structural fill will need to be installed and compacted to support a new 5” concrete slab, and the floor should be raised a minimum

of sixteen inches to meet flood plain and resiliency requirements for housing emergency equipment in this building. The two (2) new door openings will be based on the new finished floor level. The existing drywall ceiling will need to be completely replaced with 5/8-inch moisture resistant type-x gypsum board or marine grade plywood.

The existing site grading around the building perimeter will be revised based on the new finished floor and shall create a positive drainage flow away from the building. South side grading will need to be maintained at the fenced in emergency radio tower location.

This building has been used as a storage building for some time and will continue that same use of Storage (S-1) occupancy. Therefore, the renovation will fall under IEBC 2018 as a level 2 alteration since less than ten percent of the building is being reconfigured. According to Section 303 of the 2018 International Existing Building Code, the proposed alteration will not result in increased design live load therefor the existing gravity load carrying elements are permitted to be evaluated and designed for the previously approved live loads.

Although some of the alterations include structural components, the proposed upgrade is not considered to be a substantial structural alteration (less than 30% of the structure will be altered). The proposed alterations include repairing/replacing the roof shingles as the building is in a “high wind” location. These conditions shall require a review and evaluation of the roof framing and of the connections to the walls to ensure appropriate resistance of 70% of the wind load specified in 2018 IBC in their current condition.

The WWTP is located in a populated residential and commercial area, and additional buildings to store and house equipment will assist in the operation while also

maintaining the site and aesthetics of the area. The County houses essential equipment such as generators and pumps at this facility to use at multiple locations during storm events or natural disasters, but this building needs to meet code and not be impacted by flooding.

A cost estimate for this Common Improvement is located in **Appendix B**.

### 5.5.4 SLUDGE TRANSPORT VEHICLE

The Mystic Harbour WWTP has a Sewage Sludge Utilization (SSU) permit, issued by MDE, for the transport of sewage sludge to the Worcester County landfill which is the site of ultimate sludge disposal. The SSU permit stipulates container requirements depending on the solids content of the sludge being transported. There are specific container requirements for sludges with 15%-20% and 20%-35% solids content. A sample permit with the specific container requirements is included in **Appendix H**.

The facility does not currently employ specialized containers and must therefore wait until the solids content of the sludge is >35% before the product is transported in conventional roll-off containers. This leads to an increased amount of residence time for sludge at the facility in order to reach this degree of dryness. Under a continued sludge drying bed approach, and to achieve this level of dryness, it would result in a significant amount of bed surface area needing to be installed. While Alternative No. 4 would provide sufficient drying bed space to regularly achieve this level of dryness, Alternative Nos. 2 and 3 would often require the ability to transport sludge cake with a solids content between 15% and 20% on an as needed basis. As has been indicated in the alternatives above, GMB recommends that Worcester County make provisions to haul sludge cake with a solids content of between 15% and 20% under these alternatives. As part of the biosolids management improvement recommendations, it is proposed that the facility

continue to operate and dispose of sludge under the existing SSU permit. However, for Alternative Nos. 2 and 3, it is recommended that the appropriate container(s) be purchased to transport and dispose of sludge that has a solids content between 15% and 20%. To avoid the challenges associated with other DPW operations, it is recommended that a dedicated truck and container be purchased for specific use at the County's WWTPs. At this time, it is thought that only one (1) specialized container will be needed and that dewatering operations will be coordinated with the location of the container. The exact size of the container will be coordinated at a later date with input from WWTP operators. A 10 CY container is likely adequate to serve the immediate needs of the facility.

## 5.6 SUMMARY OF ALTERNATIVE COSTS

***Table 5*** below shows the capital costs of the proposed alternatives.

**TABLE 5**
**PROJECT COST AND O&M COST**

| Alternative | Total Project Cost | O&M Cost (per Year) |
|---|---|---|
| No. 1 | $ 0.00 | N/A – No new O&M |
| No. 2 | $3,860,361 | $23,825 |
| No. 3 | $4,529,343 | $7,820 |
| No. 4 | $5,289,097 | $23,825 |

# 6.0 SELECTION OF ALTERNATIVES

The alternatives discussed in Section 5.0 have been further evaluated to identify a recommended course of action for the Mystic Harbor WWTP. To select the recommended alternative, an analysis was completed which included construction, land requirements, and monthly costs for all of the alternatives. A discussion of the merits of each alternative based upon other factors specific to Mystic Harbor WWTP was also presented. Cost estimates are presented in **Appendix B** and a cost benefit analysis is presented below. Each alternative was analyzed based on five factors:

- Public Health
- Environmental Impacts
- Smart Growth
- Affordability
- Implementation

The proposed alternatives were assessed and ranked on a scale of 0 to 100, with the highest possible total of 500. The alternative that receives the highest score is typically the selected alternative for the proposed project. The following ***Table 6*** describes the overall project summary for each alternative.

**TABLE 6**

**PROJECT ALTERNATIVES SUMMARY**

| Alternative No. | Alternative Summary |
|---|---|
| 1 | No Action. |
| 2 | Install Mechanical Dewatering Equipment |
| 3 | Modify and Install Additional Drying Beds |
| 4 | Install Equipment and Additional Drying Beds |

## 6.1 LIFE CYCLE COST (PRESENT WORTH)

A Present Worth analysis considers the sum of all capital costs and O&M costs over 20 years minus the present worth of the total salvage cost for each item in 20 years. Therefore, the total present worth equals a cost, if invested now at a given rate, which would provide exactly the funds required to make future payments. The analysis provides an accurate comparison of future capital and O&M and is based on a 20-year real interest rate. Provided in ***Table 7*** below is a summary of the capital cost, operation and maintenance cost, and present worth for each alternative. Detailed estimates are provided in **Appendix C**. Short lived assets are discussed in more detail in Chapter 7.

**TABLE 7**
**20-YEAR PRESENT WORTH**

| Alternative | Present Worth Capital | Present Worth O&M | Total Present Worth |
|---|---|---|---|
| 2 – Install Mechanical Dewatering Equipment | $3,860,361 | $549,755 | **$4,111,849** |
| 3 – Modify and Install Additional Drying Beds | $4,529,343 | $180,444 | **$4,432,496** |
| 4 – Install Equipment and Additional Drying Beds | $5,289,097 | $549,755 | **$5,523,804** |

## 6.2 MATRIX RATINGS

### 6.2.1 EVALUATION CRITERIA

**Public Health:** All alternatives, excluding Alternative No. 1, have a positive impact on public health by allowing the Mystic Harbour WWTP to remove solids from their MBR process on a frequent and consistent basis. This will help maintain a typical

MLSS level and prevent further damage to the existing MBRs that has been caused by high MLSS levels.

The No Action Alternative (Alternative No. 1) was given a ranking of 10, because no concerns will be addressed. Installing mechanical dewatering equipment (Alternative No. 2) will allow the Mystic Harbour WWTP to remove solids from their MBR process on a consistent basis; therefore, installing mechanical dewatering equipment was given a ranking of 70. Modifying and installing additional drying beds (Alternative No. 3) was given a ranking of 60. This alternative would not have the dewatering capacity of Alternative No. 2 and was given a lesser ranking because of this. The final alternative (Alternative No. 4) provides the highest dewatering capability and storage capacity with added insurance that the system will not become overwhelmed with high rates; therefore, it was given a ranking of 90.

**Environmental Impacts:** Environmental Impacts are related to the health of the surrounding environment and negative impacts due to the project work. The No Action Alternative (Alternative No. 1) was given a ranking of 30. There will be no impacts to the land area or increased impervious area, but the Mystic Harbour WWTP will continue to produce a poor-quality effluent that exceeds NPDES standards if no action is taken to manage the MLSS correctly. Installation of mechanical dewatering equipment (Alternative No. 2) will provide a positive environmental health result by managing the MLSS level in the existing MBRs. There will be no impacts to the land area or increased impervious area with this alternative. This alternative was given a ranking of 70. Installing new drying beds (Alternative No. 3) does not provide the same level of positive impact for environmental health and will result in additional disturbance to the site. One benefit of this alternative is the additional dewatering capacity provided by new sludge

drying beds. This alternative was given a ranking of 70. The final alternative (Alternative No. 4) also results in additional site disturbance but provides the greatest positive impact to environmental health. This offers the maximum dewatering capability, but due to the similar site disturbance was given a ranking of 80.

**Smart Growth:** The options presented are consistent with smart growth in that they represent options that will allow the Mystic Harbour WWTP to produce a high-quality effluent that meets or exceeds NPDES requirements. Alternative Nos. 2 through 4 propose changes that would add solids dewatering capacity to the Mystic Harbour WWTP, and these options improve the existing system, effluent quality, and reliability. Alternative No. 2 is proposed on the existing WP-2 site and requires less area than Alternative Nos. 3 and 4. Alternative No. 2 provides significant increase to dewatering capability and allows more space for future SHTs, BFPs, and future WWTP growth. Due to these factors a ranking of 80 was given to Alternative No. 2. Alternative No. 3 will require more land area at the existing WWTP to construct and will limit future growth at the WWTP; therefore, this alternative was given a ranking of 70. Alternative No. 4 will require more land area than Alternative No. 2 but will also provide significantly more dewatering capability and storage; therefore, Alternative No. 4 was given a ranking of 80.

The No Action Alternative (Alternative 1) was given a ranking of 10 because it does not promote growth. It will limit growth as the WWTP cannot accept high flow rates if it cannot treat its current flow rates effectively. This would limit the ability for the WWTP to accept additional EDUs. Smart growth is directed to promote growth within areas where existing public infrastructure is provided.

**Affordability:** This category is broken into five (5) sub-factors, Capital Costs, Operation and Maintenance (O&M) Fees, Present Worth, Loan Payment, and User Rates. Each factor weighs equally in determining the overall affordability of the project.

A. Capital Costs - Refer to section 5.2.5 and 5.3.5

B. O&M Fees - Refer to section 5.2.5 and 5.3.5

C. Constructability- Refer to section 5.2.4 and 5.3.4

D. Present Worth - Refer to section 6.1.

E. Loan Payment and User Rates - Refer to Section 7.3.

**Implementation:** The final major category examined in the cost-effective analysis is Implementation. Implementation is divided into three (3) subcategories: Regulation Requirements and Permits, Construction Time, and Land Acquisition and/or Easements. As mentioned before, each subcategory weighs equally in determining the overall ease of Implementation.

A. Regulation Requirement & Permits: Regulation requirements are an important factor. Permits will be required for installation of treatment equipment and systems that affect the WWTP. Alternative Nos. 2 through 4 will require permit approval from the Maryland Department of Environment (MDE). The No Action Alternative does not require any permitting and received a ranking of 90. A ranking of 80 was given to Alternative Nos. 2 through 4.

B. Construction Time: There is no construction time for Alternative No. 1; therefore, it received a ranking of 90. The estimated construction time for Alternative No. 2 would be shorter than that of Alternative Nos. 3 and 4. The critical item that impacts construction time on Alternative No. 2 is the lead time for the SHTs and BFP equipment. It is estimated the total construction will be 6-8 months, and this alternative received a

ranking of 80. For Alternative Nos. 3 and 4, construction time is anticipated to be closer to 12-15 months. These alternatives require the construction of multiple drying beds, in addition to the shipment of SHTs and equipment; therefore, a ranking of 70 was given to Alternative Nos. 3 and 4. For Alternative Nos. 2 through 4, the total project duration, including public advertisement, bid, and agreements/bonds executed would add a minimum 8-12 weeks.

C. Land Acquisition/Easements: No land acquisition is required under any of the proposed alternatives; therefore, all alternatives were given a ranking of 90.

### 6.2.2 MATRIX RESULTS

The alternative with the most cost-effectiveness is Alternative 4 – Install Mechanical Dewatering Equipment and Additional Drying Beds. This alternative is not only the most capital cost-effective, but also provides the best long-term solution for managing solids in the Mystic Harbour WWTP MBR process. Provided in ***Table 8*** below is an additional, cost-effective analysis of the debt and user payments.

**TABLE 8**

**COST-EFFECTIVE SUMMARY**

| Mystic Harbour WWTP Alternatives | Alternative 1: No Action | Alternative 2: Install Mechanical Dewatering Equipment | Alternative 3: Modify and Install Additional Drying Beds | Alternative No. 4: Install Equipment and Additional Drying Beds. |
|---|---|---|---|---|
| Public Health (20%) | **10** | **70** | **60** | **90** |
| Environmental Impacts (20%) | **30** | **70** | **60** | **80** |
| Smart Growth (20%) | **10** | **80** | **70** | **80** |
| *AFFORDABILITY (20%)* | | | | |
| Capital Costs | 90 | 70 | 60 | 50 |
| O&M Fees | 50 | 50 | 70 | 50 |
| Present Worth | 90 | 80 | 70 | 60 |
| Loan Payment | 90 | 80 | 80 | 70 |
| User Rates | 90 | 80 | 80 | 70 |
| AFFORDABILITY (Average) | **82** | **72** | **72** | **60** |
| IMPLEMENTATION (20%) | | | | |
| Regulation Requirements/Permits | 90 | 80 | 80 | 80 |
| Construction Time | 90 | 80 | 70 | 70 |
| Easement | 90 | 90 | 90 | 90 |
| Land Acquisition | 90 | 90 | 90 | 90 |
| IMPLEMENTATION (Average) | **90** | **85** | **83** | **83** |
| ***TOTAL** | **222** | **377** | **355** | **393** |

*Total score out of a possible 500. (100 points available for each category: Public Health, Environmental Impacts, Smart Growth, Affordability, and Implementation).

# 7.0 PROPOSED PROJECT (SELECTED ALTERNATIVE)

## 7.1 PROJECT DESIGN

The recommended alternative is to install a belt filter press (BFP) alongside two stainless steel sludge holding tanks to handle solids produced by the MBR process. This is desirable due to the damage that high concentrations of MLSS (+18,000 mg/L) have been causing to the membranes. Providing sludge holding tanks each with a 45,000-gallon capacity, the WWTP will be able to waste sludge consistently and maintain recommended MLSS levels in their MBRs. By installing a BFP in addition to 12,000 SF of new sludge drying beds (18,000 SF total), the WWTP can dewater sludge much faster, dewater consistently year-round, and work to achieve the 35% solids required for use at the landfill as a cap.

The necessary pumping, aeration equipment, and the BFP will all be housed in a small CMU building that is located next to the sludge holding tanks.

Filamentous control will be utilized in the form of sodium hypochlorite to remove filamentous bacteria from the WAS. These bacteria present a challenge when dewatering WAS and are currently plaguing the Mystic Harbour WWTP.

The existing storage building on site will also be rehabilitated to allow for continued use as an emergency storage building, as it is currently in poor condition.

Finally, construction is expected to take approximately fifteen (15) months.

## 7.2 TOTAL PROJECT COSTS

Construction cost estimates were completed for the improvements described above as alternatives and options. The following sources were used to develop construction costs:

1. Equipment manufacturer quotations
2. In-house bids information from previous GMB projects
3. R. S. Means Co., Inc., Means Building Construction Cost Data.

A detailed construction cost breakdown for all improvements is included in **Appendix B** at the end of this evaluation.

## 7.3 ANNUAL OPERATING BUDGET

Overhead and profit are estimated as 10% of the bare construction material costs and 30% of the bare construction labor and equipment (installation) costs. Given the level of detail of the preliminary estimate, a 15% estimated contingency was assumed to cover items not considered in the detailed breakdown. In estimating the probable construction cost, as it is likely that the project will be funded by MDE monies, General Conditions and Permits, Bonds, and Insurance costs have been assumed to be based on MDE's allowable percentages of the construction cost subtotal. Included in the total project cost estimate for budgeting purposes are engineering and administration (etc.) costs. Engineering design fees are estimated at a percent of capital construction dollars. Construction phase engineering administration fees (shop drawing reviews, monthly progress meeting, RFI responses, final certifications, punchlists, etc.) and full-time inspection services are also a percent of capital construction dollars based on the MDE formula. Administration (etc.) costs are estimated at 3% of the capital construction dollars.

In general, project viability and affordability depend upon the impacts to user rates and the loan availability and terms. Worcester County is working with MDE to receive state assistance through MDE's SRF loan program. The financial capacity of the system is based on the ability of the project to qualify for this loan funding through MDE.

For this report it is assumed that this project will qualify for 50% SRF Loan and 50% SRF Loan Forgiveness. As such, only 50% of this project's cost will be the burden of the users.

Provided in **Appendix E** is Mystic Harbour's Existing Rate Schedule. The budget documents are based on existing operations and do not account for the additional cost that would be associated with the proposed project. The majority of Mystic Harbour's revenue is collected through customer metered user fees. Projected additional annual O&M costs in the proposed alternative were discussed in Section 5.2.5. A copy of the projected O&M costs is in **Appendix B.** These project O&M costs would be in addition to the existing O&M already accounted for in Worcester County user fees.

To evaluate the proposed financing and future debt scenarios related to this proposed project, the following funding scenario was evaluated for this project, which includes the necessary increase in user rates to cover the cost of this project:

1) SRF State Loan for 50% of total costs at 2% interest for a 20-year term.

Reserves should be included in the annual operating budget. Reserves include emergency fund, repair and replacement fund, and debt reserves. Reserve costs have been factored into the debt and rate structure analysis and are included in the estimated rate increase associated with this project. The debt reserve funds shall be 10% of the yearly payment on the loan. Currently there are 1635 users within the Mystic Harbour Sewer District and dependent on the final loan and debt costs, increase in fees may

range from $8.00 to $15.00 per quarter. See **Appendix D** for the Loan Interest and Rate Structure calculations.

A list of short-lived asset reserves was developed below and is based on equipment that may need to be replaced within the next 15 to 20 years. This would be the recommended annual reserve deposit to fund the replacement of short-lived assets. The items in ***Table 9*** below are based on the new infrastructure being installed under this project. Total reserve per year should be approximately $5,425.00. Note this does not include replacement of larger infrastructure such as the BFP or Sludge Holding Tanks which are usually funded with a long-term capital financing source.

**TABLE 9**

**SHORT LIVED ASSETS**

| Year of Replacement | Asset | Capital Cost | Reserve Cost/ Year |
|---|---|---|---|
| 20 Years | Sludge Aeration Blowers | $54,000 | **$2,700** |
| | Polymer Pumps | $14,500 | **$725** |
| | Sludge Transfer Pumps | $40,000 | **$2,000** |
| | Total | $108,500 | **$5,425** |

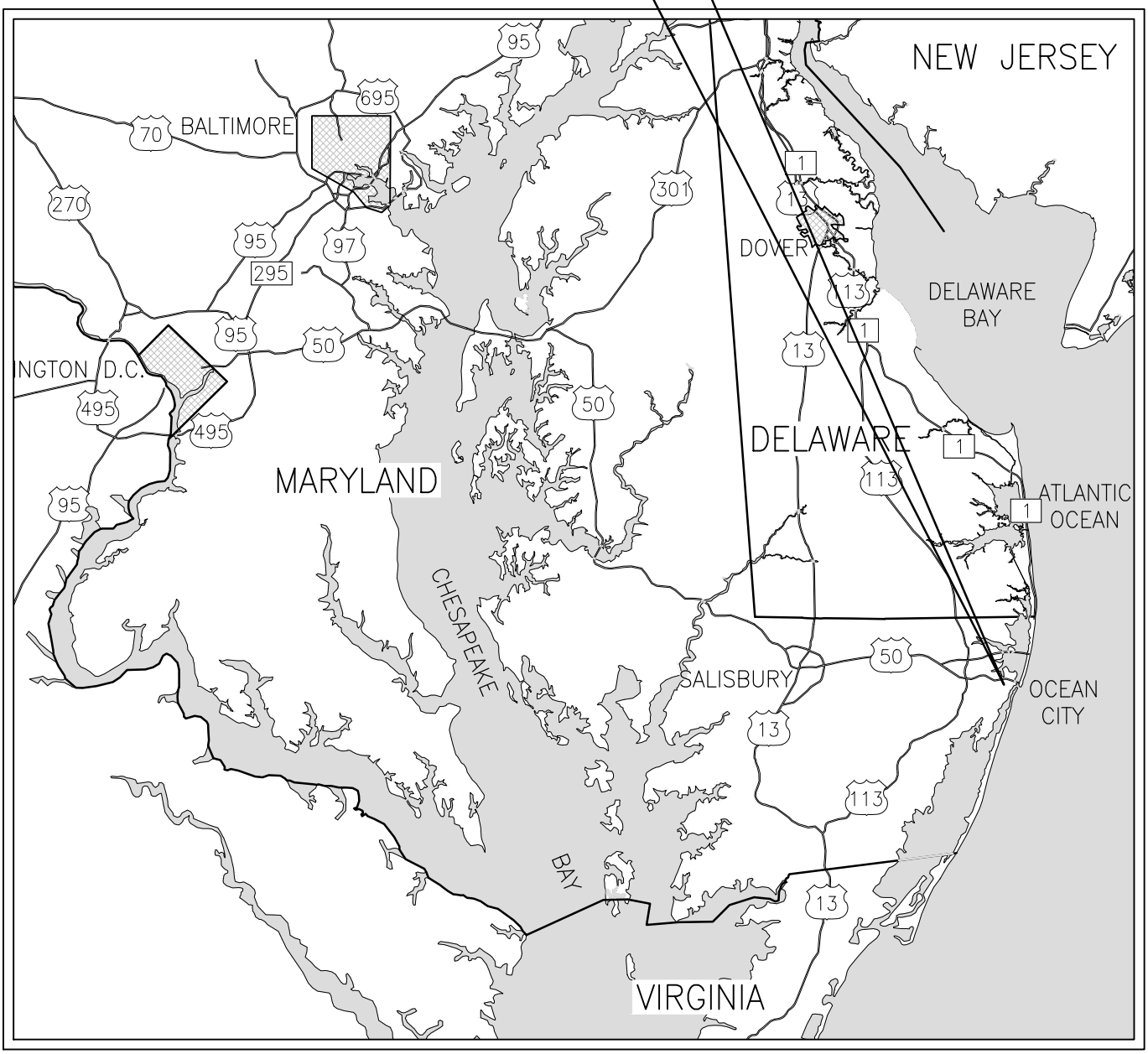
# 8.0 CONCLUSION AND RECOMMENDATIONS

The proposed recommendation is to install mechanical dewatering equipment via a belt filter press and install additional drying beds. The upgrade will consist of the installation of a belt filter press (BFP), the rehabilitation of the two (2) existing drying beds, the construction of four (4) new greenhouse structures with two (2) drying beds each, the purchase of two (2) stainless-steel Sludge Holding Tanks (SHT), the construction of a CMU building to house the BFP, pumping equipment, aeration equipment, and necessary electrical equipment, the installation of a sodium hypochlorite system to manage filamentous bacteria, and the repair/updating of the existing storage building. The total project cost for this recommended alternative is projected to be approximately $5.29M.

This will allow for the WWTP to operate at an ADF of 0.60 MGD while managing biosolids in a cost-effective manner. The belt filter press will run for several days a week, or more, if necessary, to process the sludge generated. Following the BFP, sludge will be further dried on the drying beds and will eliminate the current sludge handling bottleneck at the WWTP. As a result of installing the sludge holding tanks, the MBRs will be able to remove WAS on a regular basis. This will allow for a more consistent effluent quality to be produced and eliminate the possibility for future damage to the membrane cassettes by avoiding dangerous MLSS levels.

# Exhibits

# MYSTIC HARBOUR

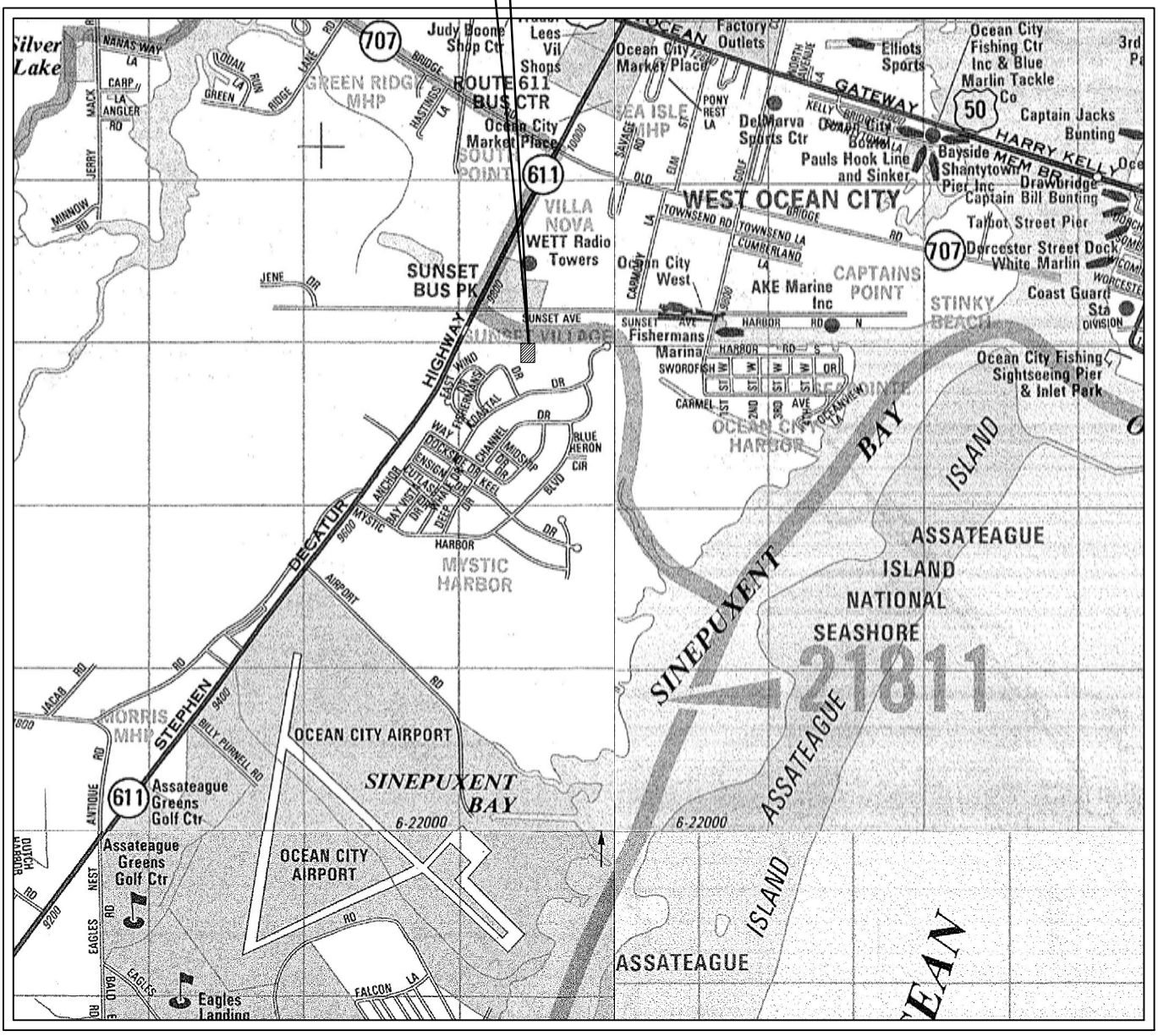



## VICINITY MAP

SCALE: 1" = 20 MILES

| | | | | |
|---|---|---|---|---|
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MYSTIC HARBOUR WTP

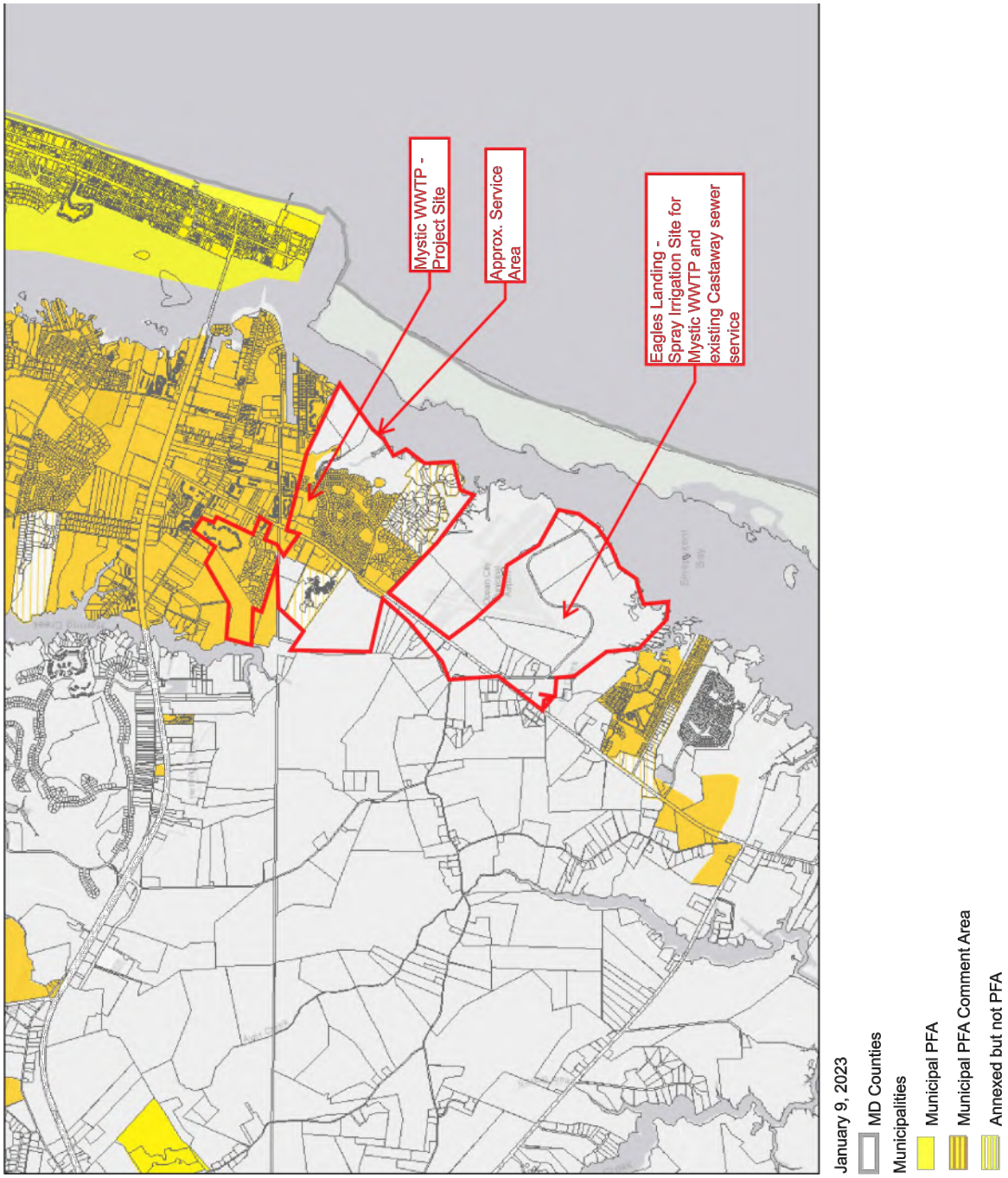



# LOCATION MAP

SCALE: 1" = 2000'±

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Priority Funding Area Map




| | |
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MYSTIC HARBOUR WWTP
MDE PER

WORCESTER COUNTY, MARYLAND

AERIAL MAP - SERVICE AREA

EX-3A

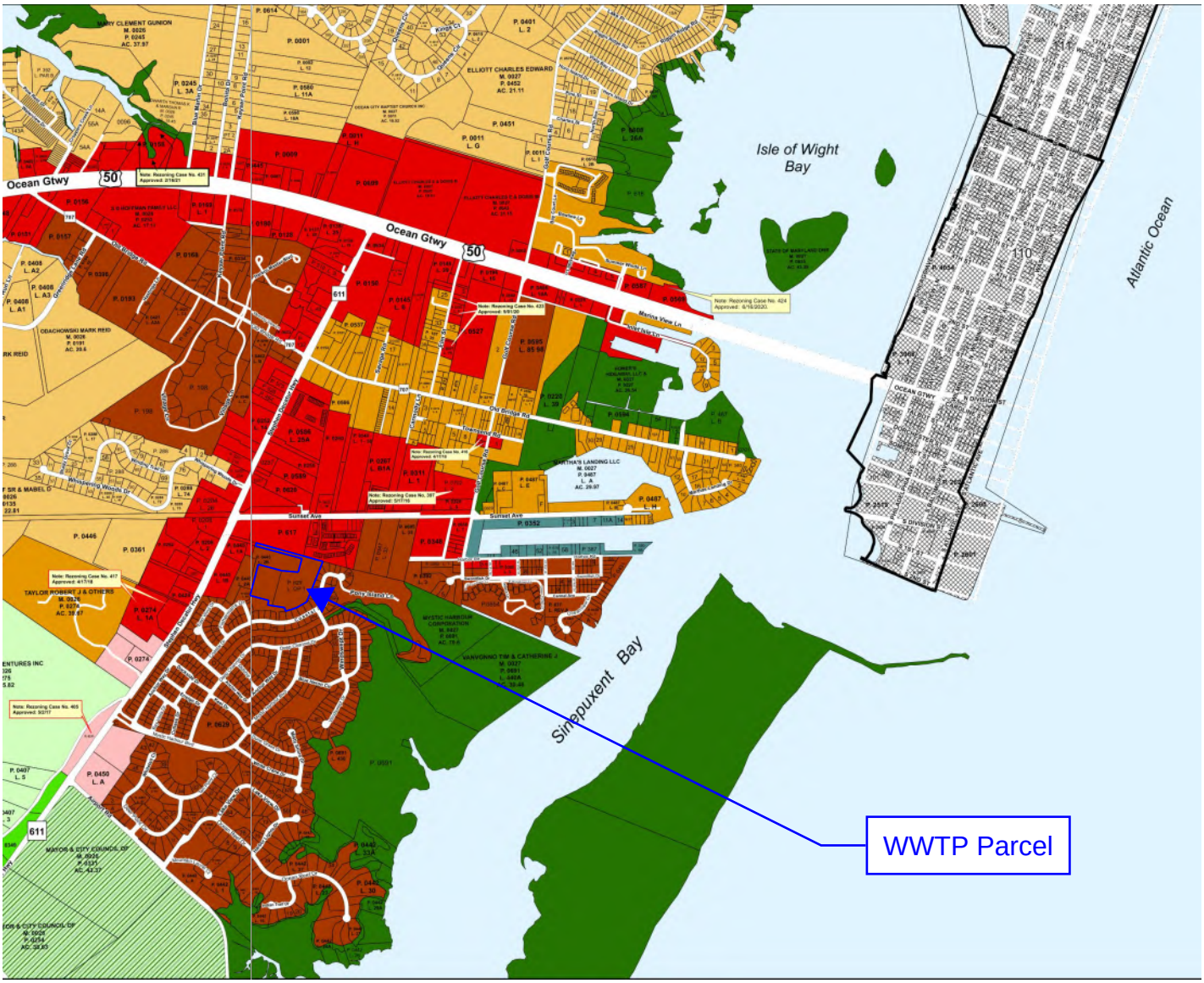
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# AERIAL MAP

SCALE: 1" = 400'

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# ZONING MAP - SERVICE AREA

SCALE: 1" = 2000'

0 300 600 1,200 Feet **Official Zoning Map**

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners; UPDATED: Resolution No.16-04,18-01 and 20-02.
NOTE: Resolution 16-04 references Map 27, Parcel 702, Lot 2 which was formerly Map 27, Parcel 312, Lot C1- D3, effective 5/17/16.
Resolution 18-01 references Map 27, Parcels 309 & 485, Lots 13, 14 & 15, Case No. 416, effective 4/17/18.
Resolution 20-02 references Map 27, Parcel 569, Case No. 424, effective 6/16/20.
Resolution 20-03 references Map 27, Parcels 200,201,203,204, 207 and 577. Case No. 423, effective 9/01/2020.

A1 RP R2 I1 C1 V1
A2 E1 R3 I2 C2 MUN
CA R1 R4 CM C3

| | |
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MYSTIC HARBOUR WWTP
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WORCESTER COUNTY,
MARYLAND

LAND USE ZONING MAP - SERVICE AREA

EX-4

DRAWING NO.

# Mystic Harbour WWTP Site




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MYSTIC HARBOUR WWTP
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MARYLAND

WETLANDS MAP -
SERVICE AREA

EX-5

DRAWING NO.

## Maryland 8-Digit Watershed Map




**Maryland 8-Digit Watersheds**

**County Boundaries**

| | | | | | |
|---|---|---|---|---|---|
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| | | | | |
|---|---|---|---|---|
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| CHECKED BY : KJM | | | | |
| GMB FILE : 230237 | | | | |
| SCALE : AS NOTED | | | | |
| DATE : FEB. 2024 | | | | DRAWING NO. |

# Appendix A:

## Mystic Harbour WWTP
## Preliminary Design Data

**A.1: Exhibits**

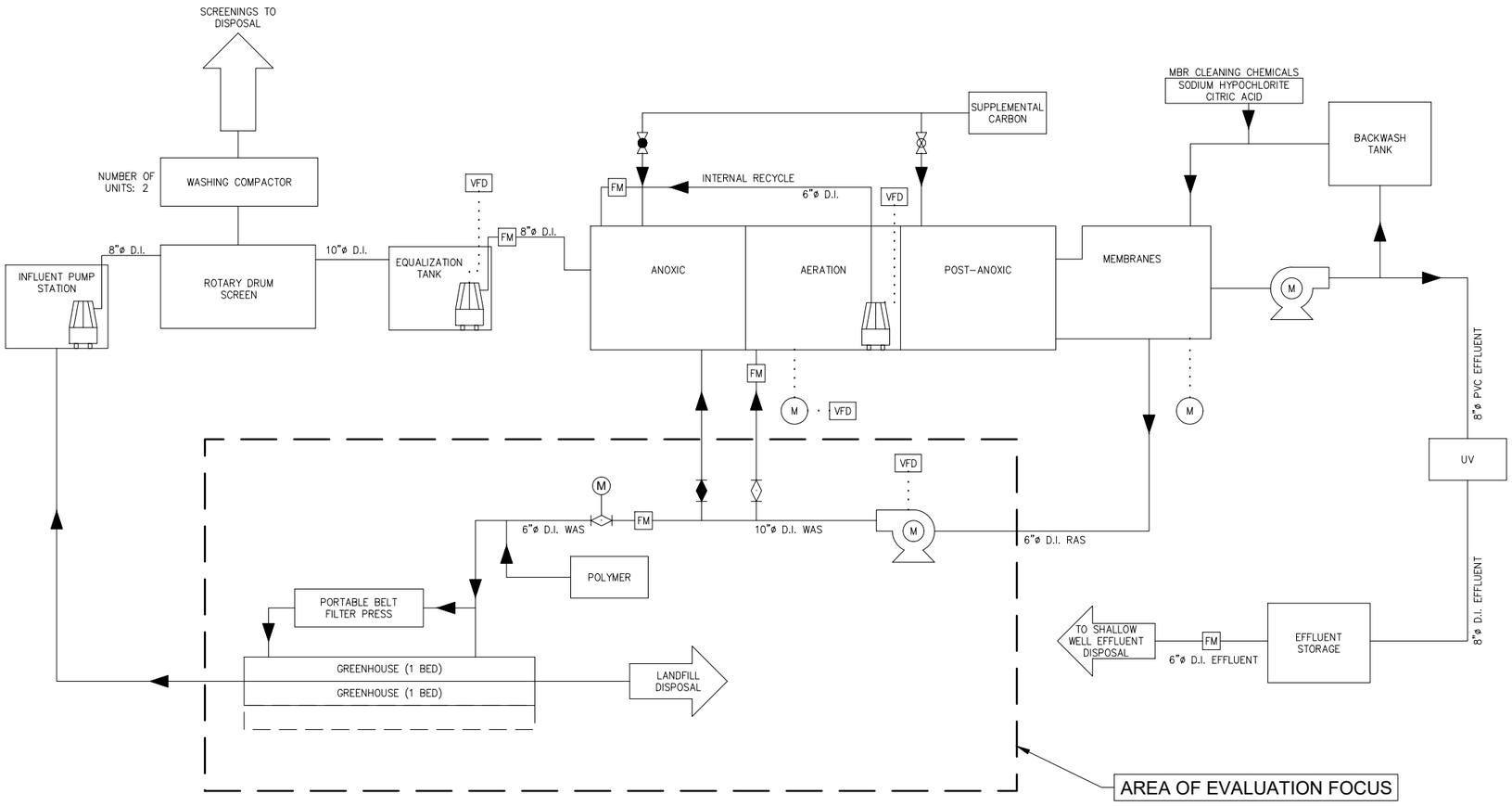
**A.2: Raw Wastewater and WAS Data**

**A.3: 2017 Dewatering Options Evaluation**

# APPENDIX A-1

## Exhibits

- EX-1: Existing Process Flow Diagram
- EX-2: Alternative 2 – Process Flow Diagram
- EX-3: Alternative 3 – Process Flow Diagram
- EX-4: Alternative 4 – Process Flow Diagram
- EX-5: Existing Site Plan
- EX-6: Alternative 2 – Site Plan
- EX-7: Alternative 3 – Site Plan
- EX-8: Alternative 4 – Site Plan
- EX-9: Process Room and Chemical Room Modifications




## LEGEND

- BALL VALVE (N.O.)
- BALL VALVE (N.C.)
- FLOW DIRECTION
- CENTRIFUGAL PUMP
- SUBMERSIBLE PUMP
- PLUG VALVE N.O.
- PLUG VALVE (N.C.)
- MOTOR OPERATED

## EXISTING PROCESS FLOW DIAGRAM

NO SCALE

## PLANT DESIGN FLOWS

| | |
|---|---|
| CURRENT AVERAGE DESIGN FLOW | 0.25 MGD |
| CURRENT PEAK DESIGN FLOW | 0.50 MGD |
| FUTURE AVERAGE DESIGN FLOW | 0.45 MGD |
| FUTURE PEAK DESIGN FLOW | 0.90 MGD |
| ULTIMATE AVERAGE DESIGN FLOW | 0.60 MGD |
| ULTIMATE PEAK DESIGN FLOW | 1.20 MGD |
| INFLUENT EQUALIZATION | 0.225 MGD |
| EFFLUENT STORAGE | 0.10 MGD |
| FUTURE EFFLUENT STORAGE | 0.45 MGD |

## EXISTING DESIGN CRITERIA

| ITEM | DESCRIPTION |
|---|---|
| PORTABLE BELT FILTER PRESS | |
| QUANTITY | ONE (1) |
| LOADING (1 UNIT, 8 HOURS/WEEK) | |
| DRY SOLIDS | 436 DRY LBS/HOUR |
| HYDRAULIC @ 1.1% SOLIDS | 79 GPM |
| DISCHARGE SOLIDS CONCENTRATION | 15% TYPICAL |
| DRYING BEDS | |
| NUMBER OF BEDS | TWO (2) – CONSTRUCTED |
| TYPE | POROUS ASPHALT |
| SIZE – SQ.FT. | 3,100 SQ.FT. (EACH) |
| | 6,200 SQ.FT. (TOTAL) |

PRINTS ISSUED FOR: REVIEW

| NO. | REVISIONS | DATE |
|---|---|---|

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MYSTIC HARBOUR WWTP
BIOSOLIDS MANAGEMENT
EVALUATION

WORCESTER COUNTY, MARYLAND

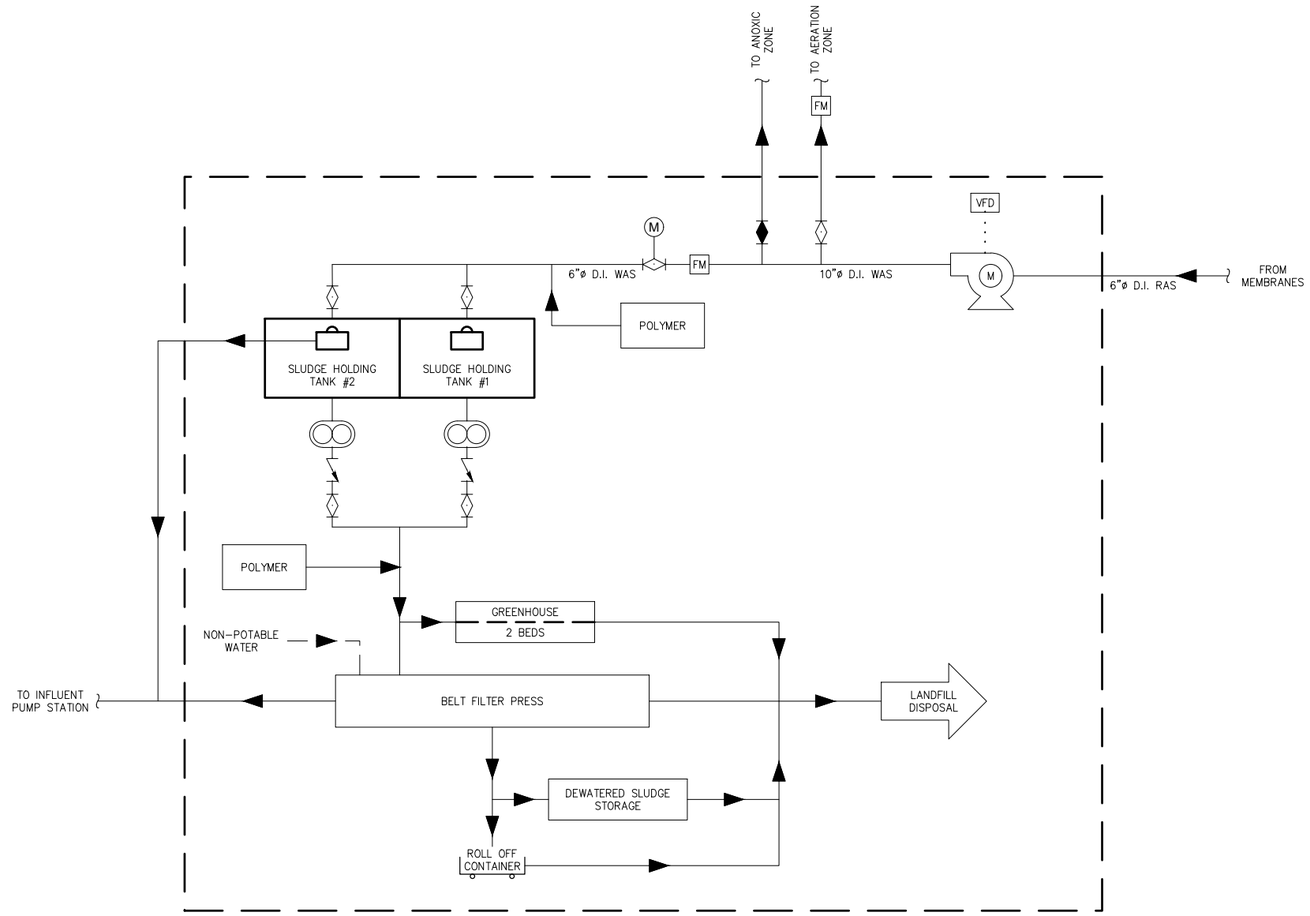
EXISTING PROCESS FLOW DIAGRAM - DESIGN CRITERIA

| | |
|---|---|
| SCALE : AS NOTED | SHEET NO. |
| DESIGN BY : KJM | |
| DRAWN BY : MMD | EX-1 |
| CHECKED BY : | |
| GMB FILE : 230237 | |
| DATE : FEB. 2024 | |

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PLOT CODE
PEN1-RED .006 INCHES (.15mm)
PEN2-YELLOW .007 INCHES (.18mm)
PEN3-GREEN .009 INCHES (.25mm)
PEN4-BLUE .000 INCHES (.00mm)
PEN5-MAGENTA .027 INCHES (.70mm)
PEN6-WHITE .039 INCHES (1.00mm)
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AutoCAD PDF (General Documentation).pc3




ALTERNATIVE 2 PROCESS FLOW DIAGRAM
NO SCALE

LEGEND

- BALL VALVE (N.O.)
- BALL VALVE (N.C.)
- FLOW DIRECTION
- CENTRIFUGAL PUMP
- SUBMERSIBLE PUMP
- PLUG VALVE N.O.
- PLUG VALVE (N.C.)
- MOTOR OPERATED
- CHECK VALVE
- POSITIVE DISPLACEMENT PUMP
- FLOATING DECANTER

ALTERNATIVE 2 DESIGN CRITERIA

| ITEM | DESCRIPTION |
|---|---|
| **SLUDGE HOLDING TANKS** | |
| NUMBER OF TANKS | TWO (2) |
| CAPACITY | 90,000 GALLONS (TOTAL) – (45,000 GALLONS EACH) |
| STORAGE | +15 DAYS |
| PERCENT SOLIDS | 1.1% |
| MIXING | COARSE BUBBLE DIFFUSERS |
| **SLUDGE BLOWERS** | |
| NUMBER OF BLOWERS | THREE (3) |
| TYPE | POSITIVE DISPLACEMENT |
| MOTOR – HP (MINIMUM) | 15 HP |
| DISCHARGE PRESSURE (MINIMUM) | 8.5 PSIG |
| AIR FLOW (MINIMUM) | 200 SCFM EACH |
| **SLUDGE TRANSFER PUMPS** | |
| NUMBER OF PUMPS | TWO (2) |
| TYPE | POSITIVE DISPLACEMENT |
| LOCATION | SLUDGE HOLDING TANK |
| DESIGN CAPACITY | 50 TO 150 GPM @ 40 PSI |
| MOTOR – HP | 10 HP (W/VFD) |
| **BELT FILTER PRESS** | |
| QUANTITY | ONE (1) |
| LOADING (1 UNIT, 8 HOURS/WEEK) | |
| DRY SOLIDS | 436 DRY LBS/HOUR |
| HYDRAULIC @ 1.1% SOLIDS | 79 GPM |
| DISCHARGE SOLIDS CONCENTRATION | 18% MINIMUM |
| **SLUDGE DISCHARGE CONVEYOR** | |
| NUMBER OF UNITS | TWO (2) |
| TYPE | SHAFTLESS SCREW CONVEYOR |
| MOTOR – HP (MAXIMUM) | 3 HP EACH |
| DISCHARGE GATES | TWO (2) (ELECTRICALLY ACTUATED SLIDE GATES) |
| **DRYING BEDS** | |
| NUMBER OF BEDS | TWO (2) |
| TYPE | POROUS ASPHALT |
| SIZE – SQ.FT. | 1,500 SQ.FT. (EACH)<br>3,000 SQ.FT. (TOTAL) |
| **DEWATERED SLUDGE STORAGE** | |
| NUMBER OF STRUCTURES | ONE (1) |
| TYPE | CONCRETE SLAB |
| SIZE – SQ.FT. | 3,100 SQ.FT. |

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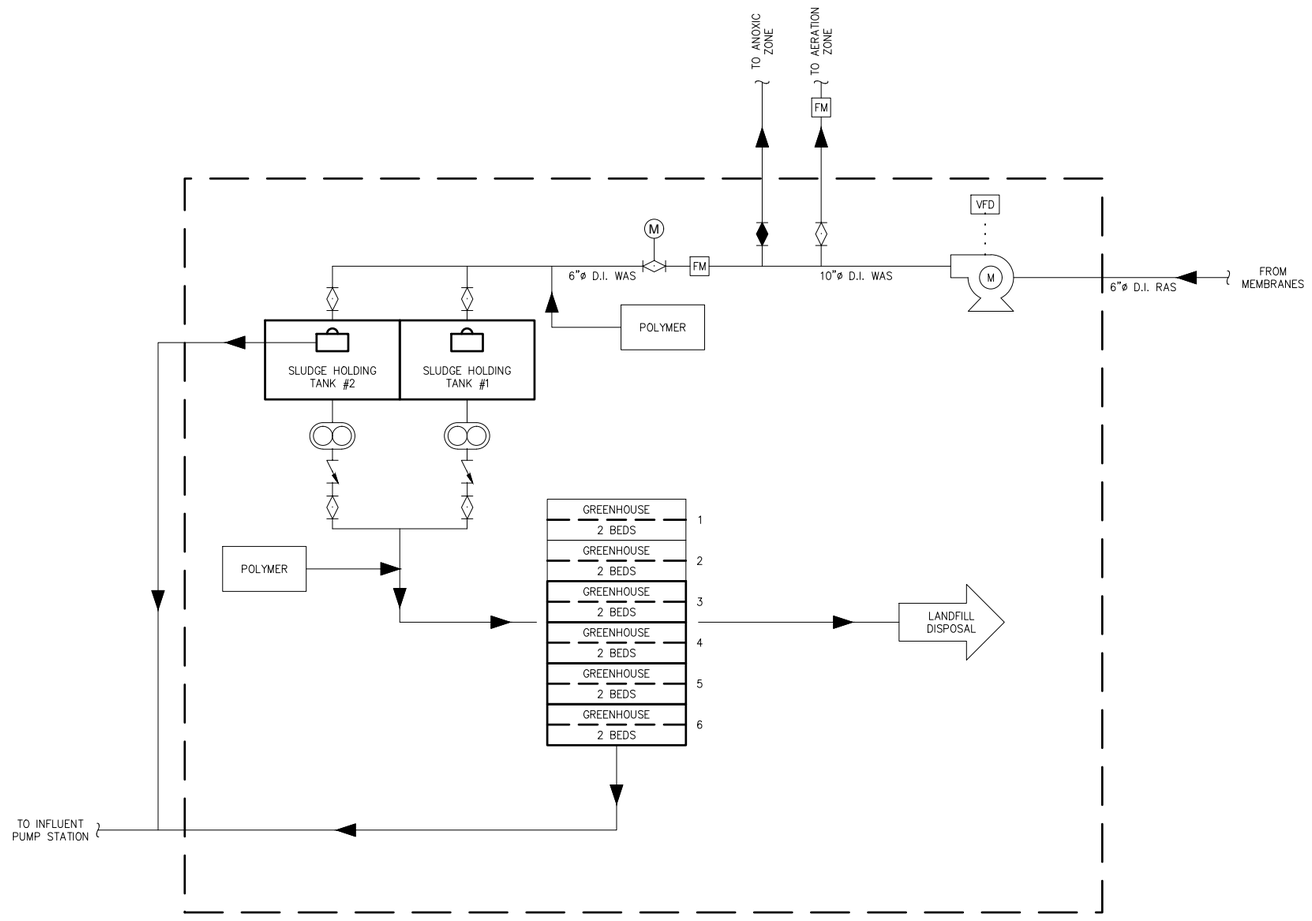
ALTERNATIVE 2
PROCESS FLOW
DIAGRAM -
DESIGN CRITERIA

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| DESIGN BY : KJM | EX-2 |
| DRAWN BY : MMD | |
| CHECKED BY : | |
| GMB FILE : 230237 | |
| DATE : FEB. 2024 | |

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PLOT CODE
PEN#-RED .006 INCHES (.15mm)
PEN#-YELLOW .007 INCHES (.18mm)
PEN#-GREEN .010 INCHES (.25mm)
PEN#-BLUE .020 INCHES (.50mm)
PEN#-MAGENTA .027 INCHES (.70mm)
PEN#-WHITE .039 INCHES (1.00mm)

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AutoCAD PDF (General Documentation).pc3




## ALTERNATIVE 3 PROCESS FLOW DIAGRAM
NO SCALE

### LEGEND

- BALL VALVE (N.O.)
- BALL VALVE (N.C.)
- FLOW DIRECTION
- CENTRIFUGAL PUMP
- SUBMERSIBLE PUMP
- PLUG VALVE N.O.
- PLUG VALVE (N.C.)
- MOTOR OPERATED
- CHECK VALVE
- POSITIVE DISPLACEMENT PUMP
- FLOATING DECANTER

### ALTERNATIVE 3 DESIGN CRITERIA

| ITEM | DESCRIPTION |
|---|---|
| **SLUDGE HOLDING TANKS** | |
| NUMBER OF TANKS | TWO (2) |
| CAPACITY | 90,000 GALLONS (TOTAL) – (45,000 GALLONS EACH) |
| STORAGE | +15 DAYS |
| PERCENT SOLIDS | 1.1% |
| MIXING | COARSE BUBBLE DIFFUSERS |
| **SLUDGE BLOWERS** | |
| NUMBER OF BLOWERS | THREE (3) |
| TYPE | POSITIVE DISPLACEMENT |
| MOTOR – HP (MINIMUM) | 15 HP |
| DISCHARGE PRESSURE (MINIMUM) | 8.5 PSIG |
| AIR FLOW (MINIMUM) | 200 SCFM EACH |
| **SLUDGE TRANSFER PUMPS** | |
| NUMBER OF PUMPS | TWO (2) |
| TYPE | POSITIVE DISPLACEMENT |
| LOCATION | SLUDGE HOLDING TANK |
| DESIGN CAPACITY | 50 TO 150 GPM @ 40 PSI |
| MOTOR – HP | 10 HP (w/VFD) |
| **DRYING BEDS** | |
| NUMBER OF BEDS | TWELVE (12) |
| TYPE | POROUS ASPHALT |
| SIZE – SQ.FT. | 1,500 SQ.FT. (EACH)<br>18,000 SQ.FT. (TOTAL) |

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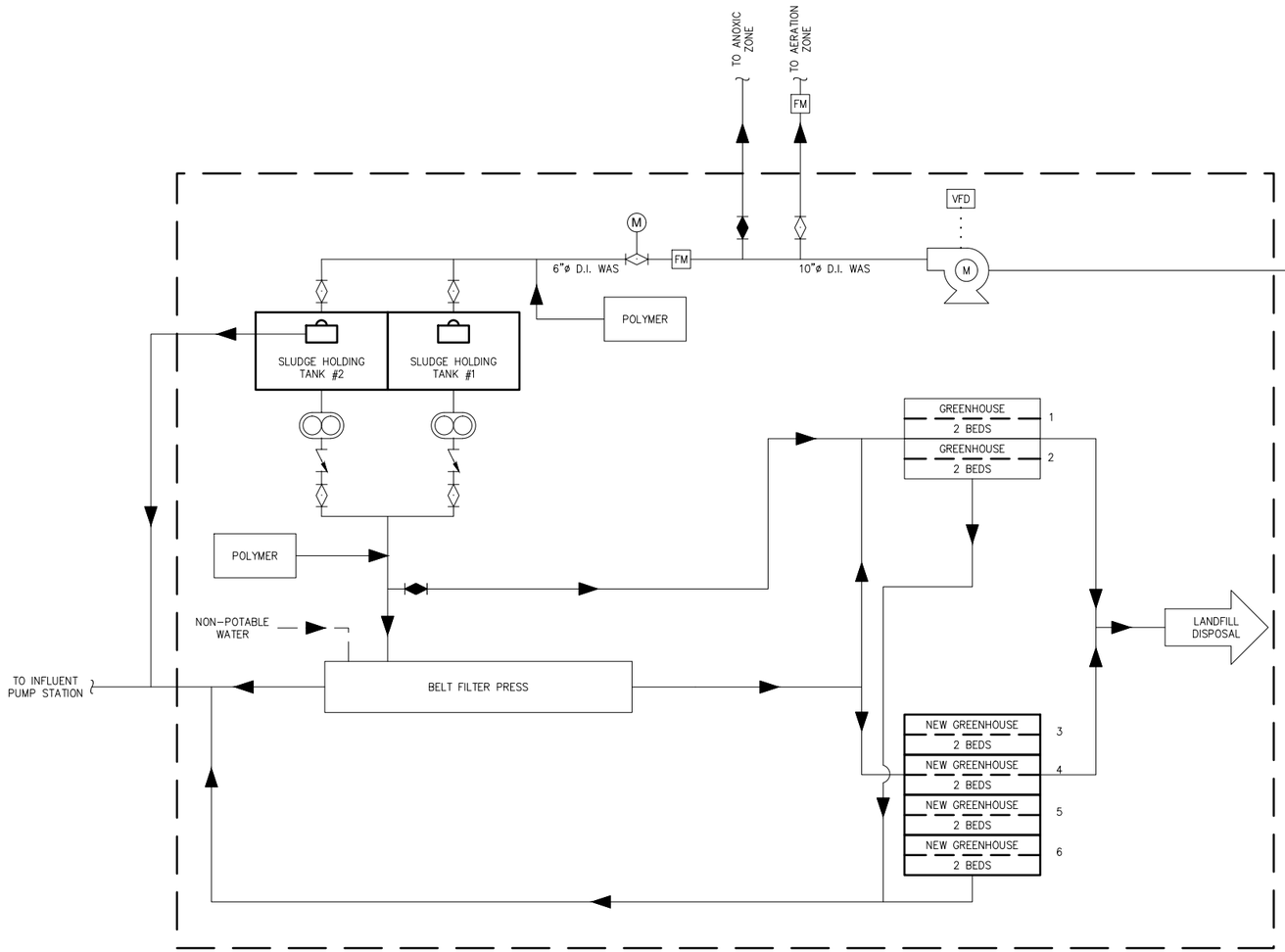
ALTERNATIVE 3
PROCESS FLOW
DIAGRAM -
DESIGN CRITERIA

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|---|---|
| SCALE : AS NOTED | SHEET NO. |
| DESIGN BY : KJM | EX-3 |
| DRAWN BY : MMD | |
| CHECKED BY : | |
| GMB FILE : 230237 | |
| DATE : FEB. 2024 | |

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PLOT CODE
PEN#-RED .006 INCHES (.15mm)
PEN#-YELLOW .007 INCHES (.18mm)
PEN#-GREEN .010 INCHES (.25mm)
PEN#-BLUE .014 INCHES (.35mm)
PEN#-MAGENTA .027 INCHES (.70mm)
PEN#-WHITE .039 INCHES (1.00mm)

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ALTERNATIVE 4 PROCESS FLOW DIAGRAM
NO SCALE

## LEGEND

- BALL VALVE (N.O.)
- BALL VALVE (N.C.)
- FLOW DIRECTION
- CENTRIFUGAL PUMP
- SUBMERSIBLE PUMP
- PLUG VALVE N.O.
- PLUG VALVE (N.C.)
- MOTOR OPERATED
- CHECK VALVE
- POSITIVE DISPLACEMENT PUMP
- FLOATING DECANTER

## ALTERNATIVE 2 DESIGN CRITERIA

| ITEM | DESCRIPTION |
|---|---|
| **SLUDGE HOLDING TANKS** | |
| NUMBER OF TANKS | TWO (2) |
| CAPACITY | 90,000 GALLONS (TOTAL) – (45,000 GALLONS EACH) |
| STORAGE | +15 DAYS |
| PERCENT SOLIDS | 1.1% |
| MIXING | COARSE BUBBLE DIFFUSERS |
| **SLUDGE BLOWERS** | |
| NUMBER OF BLOWERS | THREE (3) |
| TYPE | POSITIVE DISPLACEMENT |
| MOTOR – HP (MINIMUM) | 15 HP |
| DISCHARGE PRESSURE (MINIMUM) | 8.5 PSIG |
| AIR FLOW (MINIMUM) | 200 SCFM EACH |
| **SLUDGE TRANSFER PUMPS** | |
| NUMBER OF PUMPS | TWO (2) |
| TYPE | POSITIVE DISPLACEMENT |
| LOCATION | SLUDGE HOLDING TANK |
| DESIGN CAPACITY | 50 TO 150 GPM @ 40 PSI |
| MOTOR – HP | 10 HP (W/VFD) |
| **BELT FILTER PRESS** | |
| QUANTITY | ONE (1) |
| LOADING (1 UNIT, 8 HOURS/WEEK) | |
| DRY SOLIDS | 436 DRY LBS/HOUR |
| HYDRAULIC @ 1.1% SOLIDS | 79 GPM |
| DISCHARGE SOLIDS CONCENTRATION | 18% MINIMUM |
| **SLUDGE DISCHARGE CONVEYOR** | |
| NUMBER OF UNITS | TWO (2) |
| TYPE | SHAFTLESS SCREW CONVEYOR |
| MOTOR – HP (MAXIMUM) | 3 HP EACH |
| DISCHARGE GATES | TWO (2) (ELECTRICALLY ACTUATED SLIDE GATES) |
| **DRYING BEDS** | |
| NUMBER OF BEDS | TWELVE (12) |
| TYPE | POROUS ASPHALT |
| SIZE – SQ.FT. | 1,500 SQ.FT. (EACH) |
| | 18,000 SQ.FT. (TOTAL) |

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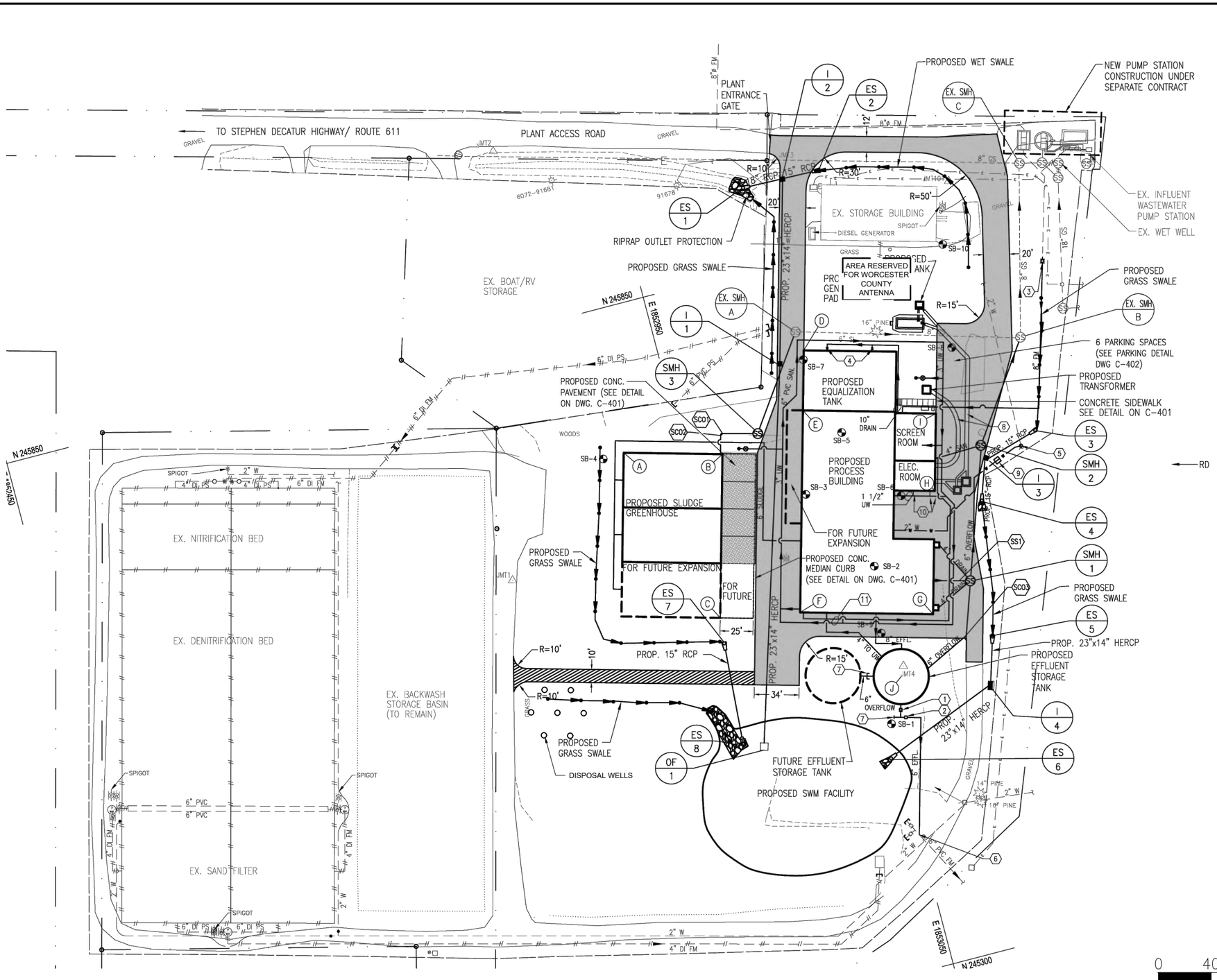
ALTERNATIVE 4
PROCESS FLOW
DIAGRAM -
DESIGN CRITERIA

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| SCALE : AS NOTED | SHEET NO. |
| DESIGN BY : KJM | EX-4 |
| DRAWN BY : MMD | |
| CHECKED BY : | |
| GMB FILE : 230237 | |
| DATE : FEB. 2024 | |

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PLOT CODE
PDN1-WHITE .009 INCHES (.09mm)
PDN4-MAGENTA .027 INCHES (.70mm)
PDN4-BLUE .020 INCHES (.50mm)
PDN1-GREEN .014 INCHES (.35mm)
PDN1-YELLOW .007 INCHES (.18mm)
PDN1-RED .006 INCHES (.15mm)

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EXISTING SITE PLAN
SCALE: 1" = 80'

0 40 80 160 240
SCALE: 1" = 80'

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EVALUATION

WORCESTER COUNTY, MARYLAND

EXISTING SITE PLAN

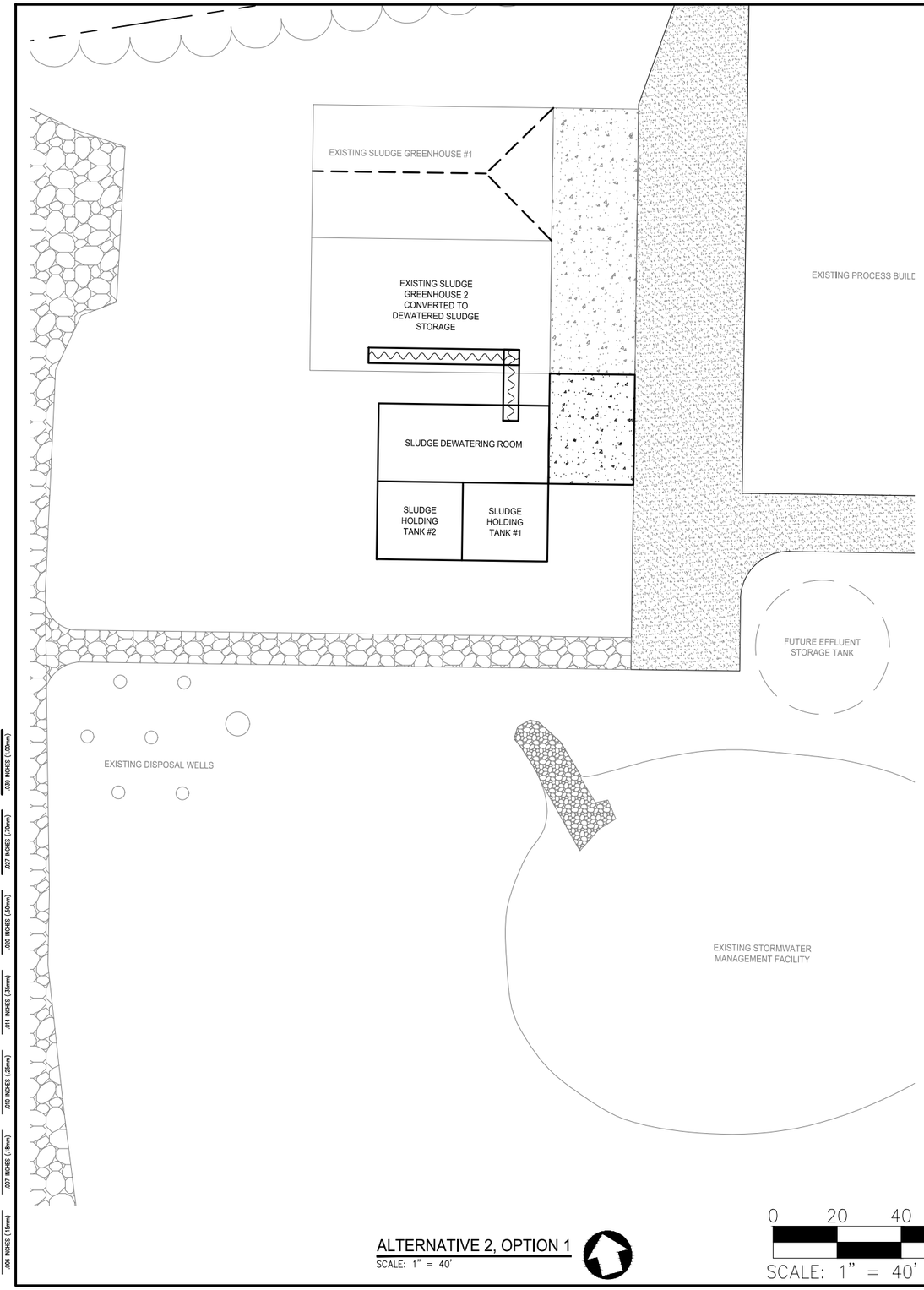
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|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : CBD |
| DRAWN BY | : MMD |
| CHECKED BY | : |
| GMB FILE | : 170154 |
| DATE | : DEC. 2017 |

SHEET NO.
EX-5

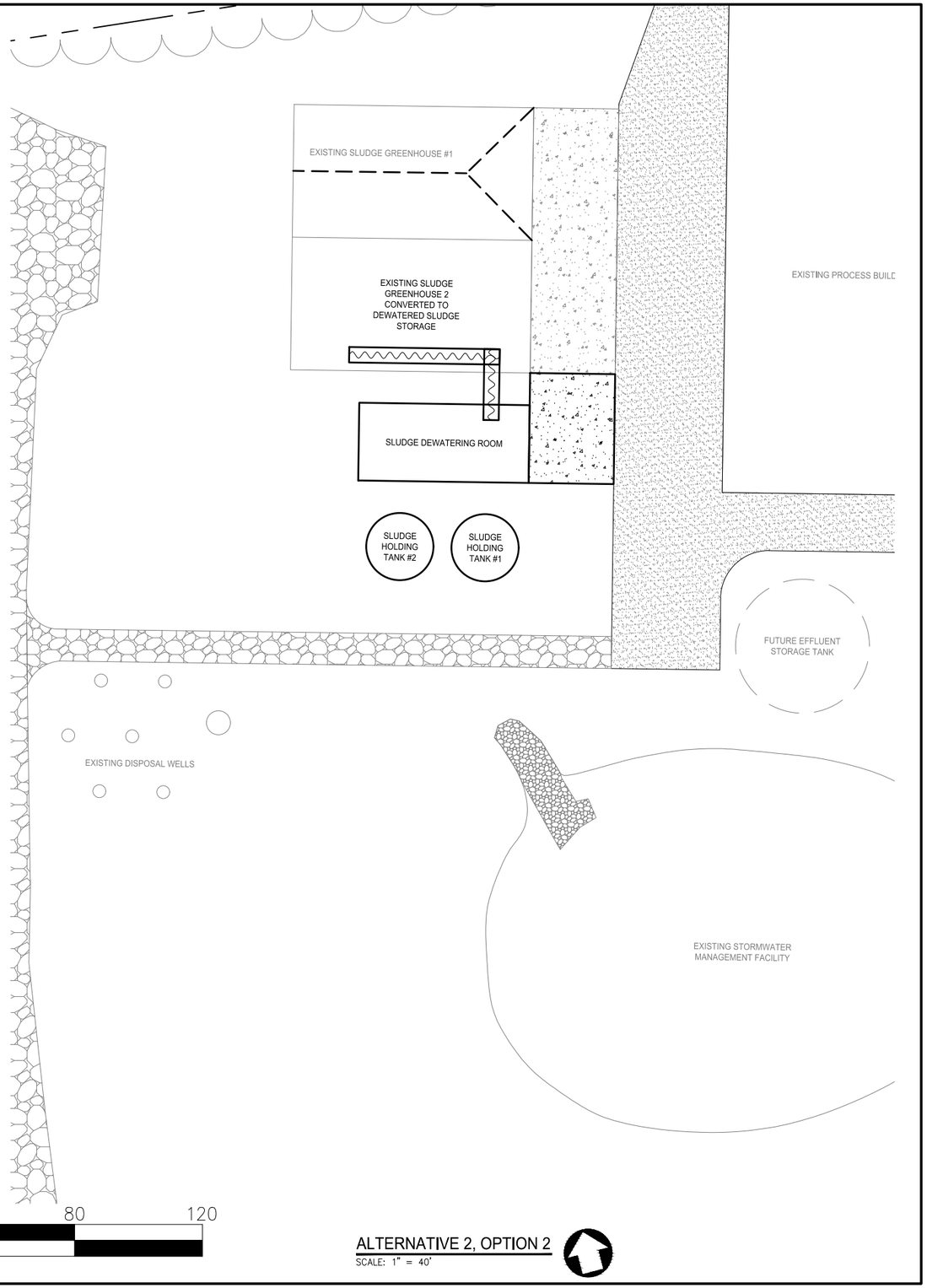
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PLOT CODE
PEN#-WHITE .038 INCHES (1.00mm)
PEN#-MAGENTA .027 INCHES (.70mm)
PEN#-BLUE .020 INCHES (.50mm)
PEN#-GREEN .014 INCHES (.35mm)
PEN#-YELLOW .007 INCHES (.18mm)
PEN#-RED .006 INCHES (.15mm)
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AutoCAD PDF (General Documentation).pc3




ALTERNATIVE 2, OPTION 1
SCALE: 1" = 40'




ALTERNATIVE 2, OPTION 2
SCALE: 1" = 40'

0 20 40 80 120
SCALE: 1" = 40'

PLOT CODE
PEN-WHITE 009 INCHES (.09mm)
PEN-MAGENTA 007 INCHES (.07mm)
PEN-BLUE 005 INCHES (.05mm)
PEN-GREEN 014 INCHES (.35mm)
PEN-RED 007 INCHES (.18mm)
PEN-YELLOW 009 INCHES (.25mm)
PEN-RED 006 INCHES (.15mm)

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ALTERNATIVE 2 SITE PLAN

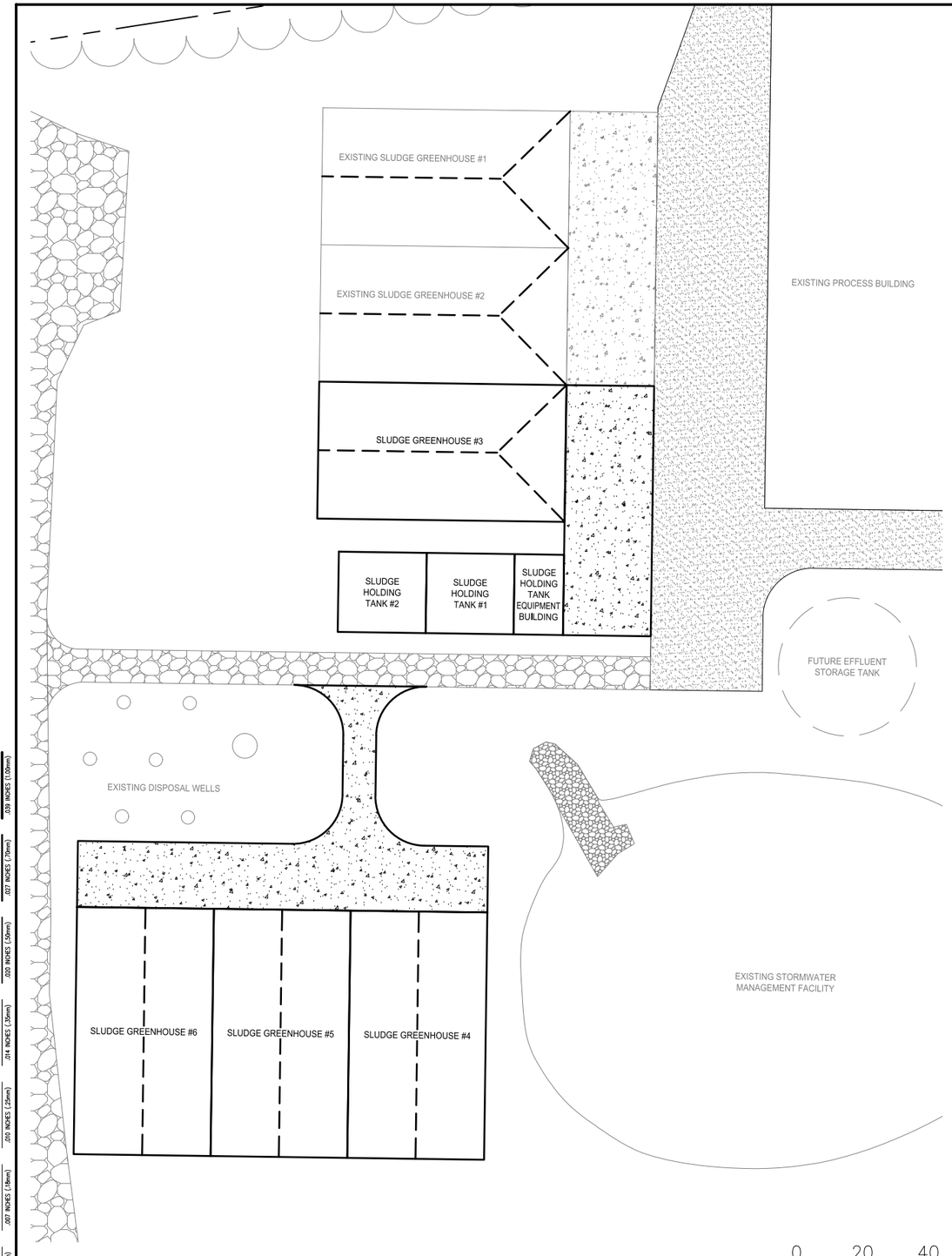
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| DRAWN BY | : MMD |
| CHECKED BY | : |
| GMB FILE | : 170154 |
| DATE | : DEC. 2017 |

SHEET NO.
EX-6

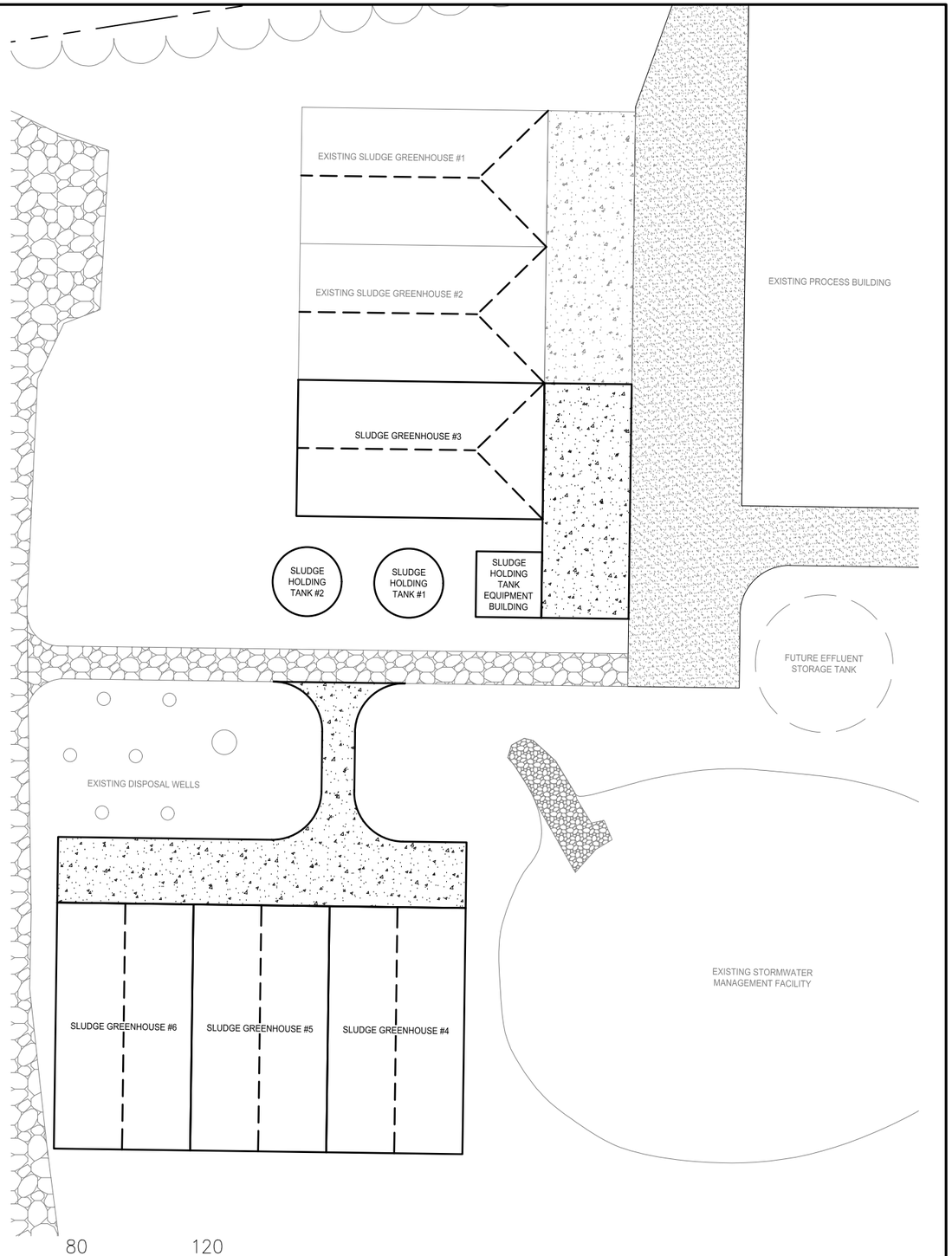
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g:\Projects\2023\230237 mystic harbour wwtp mde per\Drawings\Working Sets\Exhibits\EX-5 ALTERNATIVE 2 SITE PLAN.dwg, 5/16/2024 11:07:50 AM, cBievenour,
AutoCAD PDF (General Documentation).pc3




ALTERNATIVE 3, OPTION 1
SCALE: 1" = 40'




ALTERNATIVE 3, OPTION 2
SCALE: 1" = 40'

0 20 40 80 120
SCALE: 1" = 40'

PLOT CODE
PEN1-RED .006 INCHES (.15mm)
PEN2-YELLOW .007 INCHES (.18mm)
PEN3-GREEN .010 INCHES (.25mm)
PEN4-BLUE .020 INCHES (.50mm)
PEN5-MAGENTA .027 INCHES (.70mm)
PEN6-WHITE .039 INCHES (1.00mm)

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EVALUATION

WORCESTER COUNTY, MARYLAND

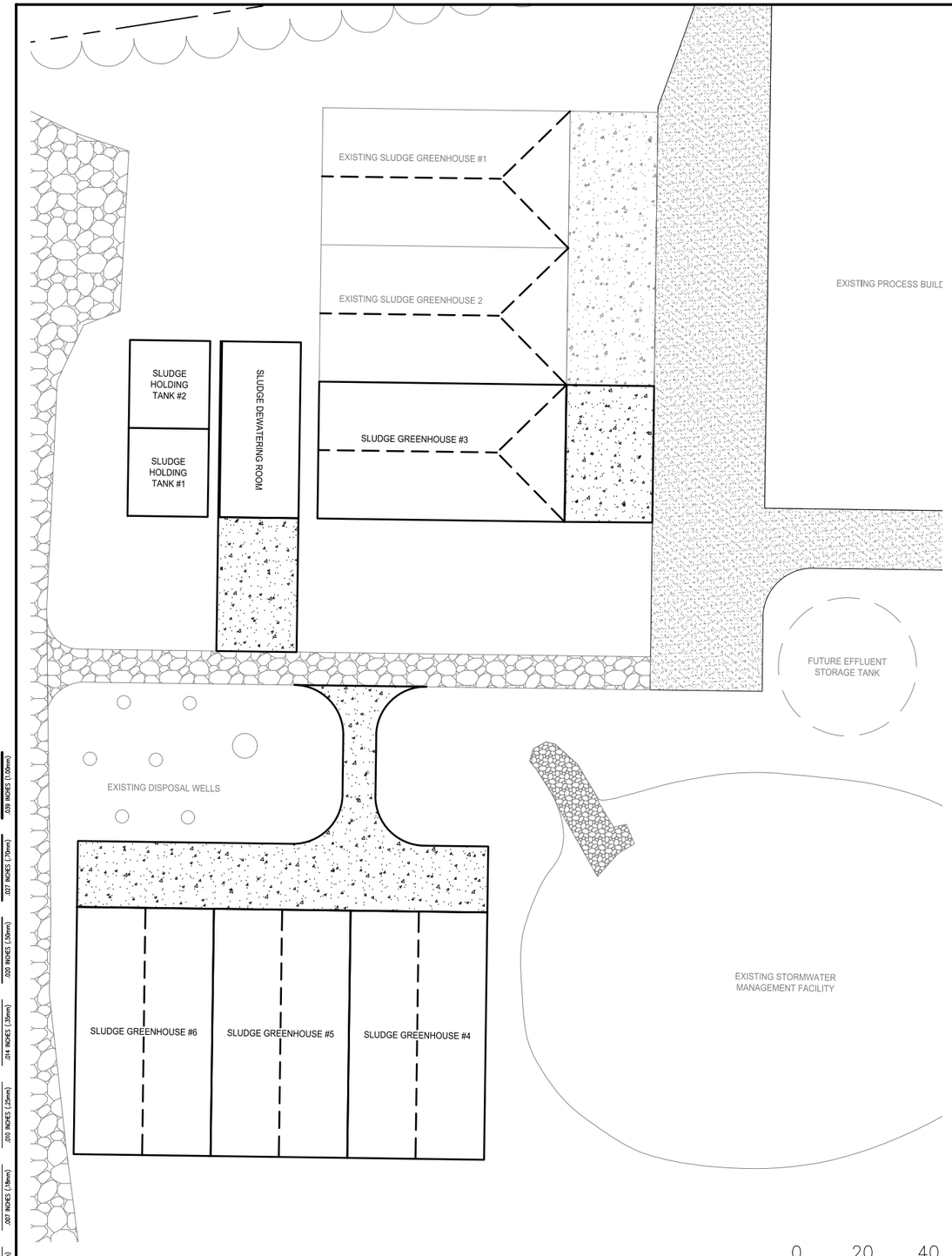
ALTERNATIVE 3 SITE PLAN

| | |
|---|---|
| SCALE : AS NOTED | SHEET NO. |
| DESIGN BY : CBD | |
| DRAWN BY : MMD | EX-7 |
| CHECKED BY : | |
| GMB FILE : 170154 | |
| DATE : DEC. 2017 | |

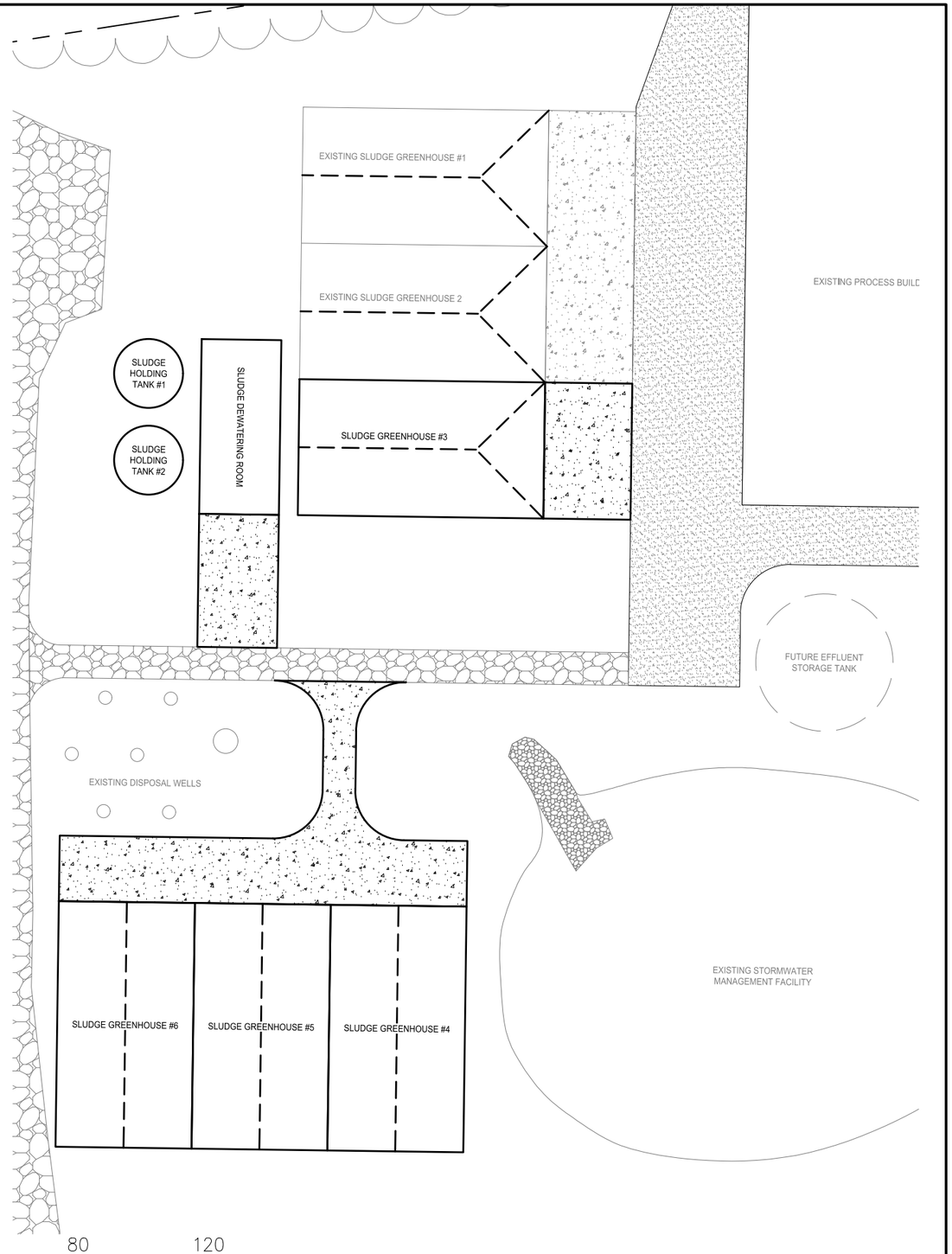
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g:\Projects\2023\230237 mystic harbour wwtp mde per\Drawings\Working Sets\Exhibits\EX-6 ALTERNATIVE 3 SITE PLAN.dwg, 5/16/2024 11:07:53 AM, cBievenour,
AutoCAD PDF (General Documentation).pc3




ALTERNATIVE 4, OPTION 1
SCALE: 1" = 40'




ALTERNATIVE 4, OPTION 2
SCALE: 1" = 40'

0 20 40 80 120
SCALE: 1" = 40'

PLOT CODE
PEN1-RED .006 INCHES (.15mm)
PEN2-YELLOW .007 INCHES (.18mm)
PEN3-GREEN .010 INCHES (.25mm)
PEN4-BLUE .020 INCHES (.50mm)
PEN5-MAGENTA .027 INCHES (.70mm)
PEN6-WHITE .039 INCHES (1.00mm)

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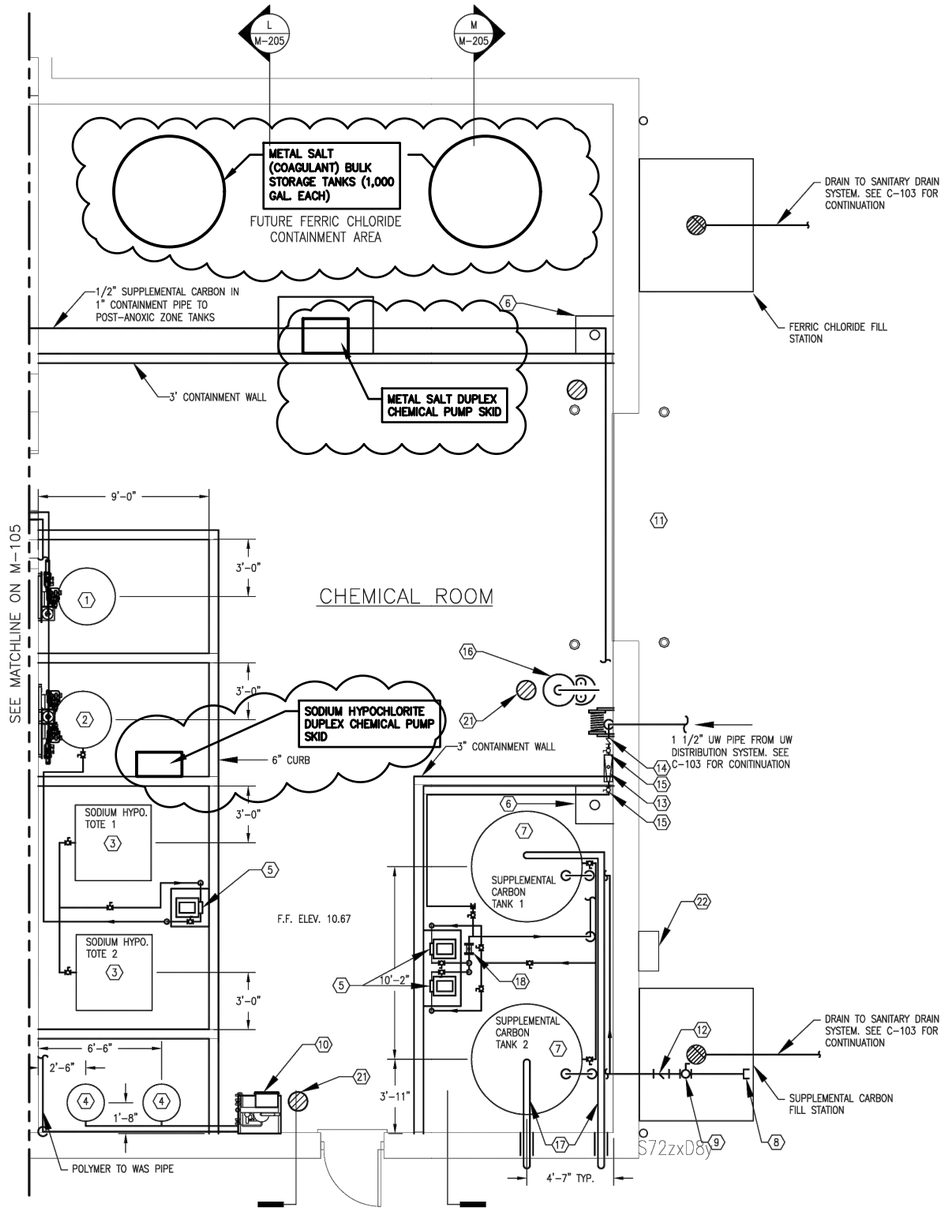
ALTERNATIVE 4 SITE PLAN

| | |
|---|---|
| SCALE : AS NOTED | SHEET NO. |
| DESIGN BY : CBD | |
| DRAWN BY : MMD | EX-8 |
| CHECKED BY : | |
| GMB FILE : 170154 | |
| DATE : DEC. 2017 | |

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CHEMICAL ROOM PLAN
SCALE: 1/8" = 1'-0"

0 1 5 10 15 20
SCALE: 1/8" = 1'-0"

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PROCESS BUILDING
CHEMICAL ROOM
MODIFICATIONS

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : CBD |
| DRAWN BY | : MMD |
| CHECKED BY | : |
| GMB FILE | : 170154 |
| DATE | : DEC. 2017 |

SHEET NO.
EX-9

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AutoCAD PDF (General Documentation).pc3
PLOT CODE
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PEN-YELLOW .007 INCHES (.18mm)
PEN-GREEN .010 INCHES (.25mm)
PEN-BLUE .009 INCHES (.30mm)
PEN-MAGENTA .027 INCHES (.70mm)
PEN-WHITE .039 INCHES (1.00mm)

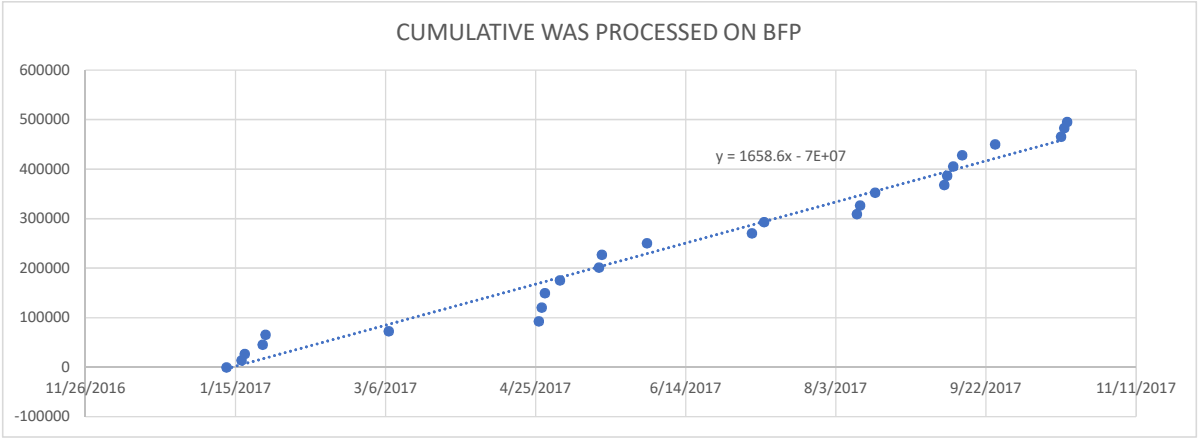
# APPENDIX A-2

## Raw Wastewater and WAS Data

**MYSTIC RAW TESTS**

| DATE | pH | BOD | TSS | |
|---|---|---|---|---|
| 7/11/2017 | 7.18 | 83.76 | 89.6 | |
| 7/13/2017 | 7.33 | 173.2 | 256 | |
| 7/17/2017 | 7.28 | 160.5 | 145.67 | |
| 7/20/2017 | 7.19 | 171 | 120.5 | |
| 7/24/2017 | 7.24 | 240.6 | 112.8 | |
| 7/28/2017 | 7.47 | 306.7 | 400 | |
| 7/31/2017 | 7.28 | 161.9 | 123.5 | |
| 8/3/2017 | 7.66 | 5.09 | 0.92 | ******MYSTIC BACK ON LINE |
| 8/14/2017 | | 217.2 | 176 | sample #1 |
| 8/14/2017 | | 221.5 | 125.3 | sample #2 |
| 8/16/2017 | | 153 | 68 | sample #3 |

| Date | Gals. WAS Processed on BFP | Cumulative Vol. WAS Processed |
|---|---|---|
| 1/12/2017 | | 0 |
| 1/17/2017 | 14,400 | 14,400 |
| 1/18/2017 | 12,782 | 27,182 |
| 1/24/2017 | 18,600 | 45,782 |
| 1/25/2017 | 20,048 | 65,830 |
| 3/7/2017 | 7,000 | 72,830 |
| 4/26/2017 | 20,000 | 92,830 |
| 4/27/2017 | 28,001 | 120,831 |
| 4/28/2017 | 29,000 | 149,831 |
| 5/3/2017 | 25,746 | 175,577 |
| 5/16/2017 | 26,000 | 201,577 |
| 5/17/2017 | 26,000 | 227,577 |
| 6/1/2017 | 23,017 | 250,594 |
| 7/6/2017 | 20,000 | 270,594 |
| 7/10/2017 | 22,500 | 293,094 |
| 8/10/2017 | 16,541 | 309,635 |
| 8/11/2017 | 17,000 | 326,635 |
| 8/16/2017 | 26,000 | 352,635 |
| 9/8/2017 | 15,881 | 368,516 |
| 9/9/2017 | 18,260 | 386,776 |
| 9/11/2017 | 18,747 | 405,523 |
| 9/14/2017 | 22,597 | 428,120 |
| 9/25/2017 | 22,152 | 450,272 |
| 10/17/2017 | 15,418 | 465,690 |
| 10/18/2017 | 17,538 | 483,228 |
| 10/19/2017 | 12,583 | 495,811 |




| | | |
|---|---|---|
| 280 | Duration of Processing (Days) | |
| 1,771 | WAS gpd | Avg. WAS Processed |
| 12,395 | WAS gal/wk | |

# APPENDIX A-3

## 2017 Dewatering Options Evaluation

Mystic, MD
DESIGN CALCULATIONS
Dewatering Options
MBR WAS Sludge

DEWATERING EQUIPMENT EVALUATION

| Design Performance | 0.9m DDP | 0.5m 2VP | 12" Screw Press | 0.75m 3DP | UNITS |
|---|---|---|---|---|---|
| Sludge Flow | 38,000 | 12,667 | 12,667 | 38,000 | Gallons Per Day |
| Weekly Sludge Flow | 38,000 | 38,000 | 38,000 | 38,000 | Gallons Per Week |
| Average Feed Solids | 1.10 | 1.10 | 1.10 | 1.10 | %wt |
| Dry Solids - Yearly | 91 | 91 | 91 | 91 | Dry Tons per Year |
| Operational Days | 1 | 3 | 3 | 1 | Days per Week |
| Operational Hours | 8 | 8 | 8 | 8 | Hours per Day |
| Number of Units in service | 1 | 1 | 1 | 1 | Units |
| Solids Loading per unit | 436 | 145 | 145 | 436 | Dry Pounds per Hour on each Unit |
| Hydraulic Loading per unit | 79 | 26 | 26 | 79 | GPM on each Unit |
| Expected Avg Polymer Dosage | **15** | **15** | **30** | **15** | Pounds per Dry Ton - Active |
| Expected Discharge Solids | **15** | **18** | **18** | **18** | %wt |
| **Operating Costs** | | | | | **UNITS** |
| Hours per Day of operation | 8 | 8 | 8 | 8 | hours |
| Days per Week operating | 1 | 3 | 3 | 1 | Days |
| Total Hours per year | 416 | 1248 | 1248 | 416 | Hours (total for both units) |
| Polymer Costs | | | | | |
| Total Polymer Usage | 1360 | 1360 | 2719 | 1360 | Pounds of Active Polymer per year |
| Total Polymer Cost | $3,929 | $3,929 | $7,858 | $3,929 | $ per year (based on $1.30 per pound neat) |
| Energy Consumption | | | | | |
| Feedbox/Floc Tank/transfer pump | 0.33 | 0.33 | 1.00 | 0.33 | HP |
| GBT Drive/RDT | 1 | | 1 | 1 | HP |
| Press Section | 2 | 2 | 2 | 2 | HP |
| Hydraulic Unit | 2 | 2 | 3 | 2 | HP |
| Booster Pump | 7.5 | 5 | 5 | 7.5 | HP |
| Total kW | 7.46 | 5.3712 | 6.5648 | 7.46 | kW/hr |
| Yearly Energy Cost | $372.4 | $804.4 | $983.1 | $372.4 | $ per Year (at $0.12 / kW-hr) |
| Water Usage | | | | | |
| Total Wash Water Usage | 42 | 21 | 10 | 42 | GPM per Unit |
| Hourly Usage | 2520 | 1260 | 600 | 2520 | Gallons Per Hour |
| Yearly Usage | 1.04832 | 1.57248 | 0.7488 | 1.04832 | MG per Year |

| | | | | | |
|---|---|---|---|---|---|
| Total Costs | $4,471 | $5,243 | $9,351 | $4,471 | $ per year |

| | | | | |
|---|---|---|---|---|
| Equipment Capital Cost | $301,200 | $304,000 | $367,000 | $363,000 |

# Appendix B:

# Construction Cost Estimates and Operation & Maintenance Cost

# Alternative #2

| | Quantity | | Material | | Labor & Const. Equip. | | Bid Costs | | Total Derived |
|---|---|---|---|---|---|---|---|---|---|
| **Item/Structure** | Number | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | **Cost** |
| **Belt Filter Press** | | | | | | | | | |
| Existing Green House Divider Wall | 2 | EA | | | | | $ 45,000 | $90,000 | |
| Existing Green House Pipe Modifications | 2 | EA | | | | | $ 20,000 | $40,000 | |
| Concrete Apron | 900 | SF | | | | | $ 8 | $7,200 | |
| Green House Conveyor Opening and Conc Floor in Storage Are | 1 | LS | | | | | $ 30,000 | $30,000 | |
| Excavation & Disposal | 50 | CY | | | | | $ 150 | $7,500 | |
| Gravel Below Subgrade | 30 | CY | | | | | $ 110 | $3,300 | |
| SHT Tanks, Equipment,and Building | 1 | LS | | | | | $ 1,152,657 | $1,152,657 | |
| Dewatering System w/accessories | 1 | EA | | | | | $ 533,500 | $533,500 | |
| Interior Piping/Fittings | 1 | LS | | | | | $ 60,000 | $60,000 | |
| Electrical/Mechanical | 1 | LS | | | | | $ 100,000 | $100,000 | |
| Instrumentation/Control | 1 | LS | | | | | $ 50,000 | $50,000 | |
| Sludge Transport Vehicle | 1 | LS | | | | | 200,000 | $200,000 | |
| Building Improvements | 1 | LS | | | | | 580,975 | $580,975 | |
| **Subtotal 1** | | | | | | | | $2,855,132 | |
| Overhead & Profit | | | | $0 | | $0 | | | |
| **Subtotal 2** | | | | $0 | | $0 | | | |
| Subtotal 3 | | | | | | | | | $2,855,132 |
| | | | | | | | | | |
| **Contingency - 15%** | | | | | | | | | $428,270 |
| | | | | | | | | | |
| **Subtotal** | | | | | | | | | $3,283,402 |
| | | | | | | | | | |
| **Soft Cost (Design, Permit, Management, Admin) - 17.57%** | | | | | | | | | $576,960 |
| | | | | | | | | | |
| | | | | | | | | | |
| **TOTAL** | | | | | | | | | $3,860,361 |

# Alternative #3

| | Quantity | | Material | | Labor & Const. Equip. | | Bid Costs | | Total Derived |
|---|---|---|---|---|---|---|---|---|---|
| **Item/Structure** | Number | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | **Cost** |
| **Sludge Drying Greenhouse** | | | | | | | | | |
| Existing Green House Divider Wall | 2 | EA | | | | | $ 30,000 | $ 60,000 | |
| Site Prep, Mass Grading | 1 | LS | | | | | $ 15,000 | $ 15,000 | |
| Existing Green House Pipe Modifications | 2 | EA | | | | | $ 10,000 | $ 20,000 | |
| Excavation & Disposal | 400 | CY | | | | | $ 77 | $ 30,800 | |
| Gravel Below Subgrade | 200 | CY | | | | | $ 55 | $ 11,000 | |
| Green House Structure (3100 SF) w/Porous Asphalt | 4 | EA | | | | | $ 285,000 | $ 1,140,000 | |
| Concrete Apron | 5375 | SF | | | | | $ 8 | $ 43,000 | |
| Green House Underdrain/Site Piping | 4 | EA | | | | | $ 15,000 | $ 60,000 | |
| Electrical | 1 | LS | | | | | $ 50,000 | $ 50,000 | |
| SHT Tanks, Equipment,and Building | 1 | LS | | | | | $ 1,152,657 | $1,152,657 | |
| Sludge Transport Vehicle | 1 | LS | | | | | 200,000 | $200,000 | |
| Building Improvements | 1 | LS | | | | | 580,975 | $580,975 | |
| **Subtotal 1** | | | | | | | | $3,363,432 | |
| Overhead & Profit | | | | $0 | | $0 | | | |
| **Subtotal 2** | | | | $0 | | $0 | | | |
| Subtotal 3 | | | | | | | | | $3,363,432 |
| | | | | | | | | | |
| **Contingency - 15%** | | | | | | | | | $504,515 |
| | | | | | | | | | |
| **Subtotal** | | | | | | | | | $3,867,947 |
| | | | | | | | | | |
| **Soft Cost (Design, Permit, Management, Admin) - 17.10%** | | | | | | | | | $661,397 |
| | | | | | | | | | |
| **TOTAL** | | | | | | | | | $4,529,343 |

# Alternative #4

| | Quantity | | Material | | Labor & Const. Equip. | | Bid Costs | | Total Derived |
|---|---|---|---|---|---|---|---|---|---|
| **Item/Structure** | Number | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | **Cost** |
| **Belt Filter Press** | | | | | | | | | |
| Existing Green House Divider Wall | 2 | EA | | | | | $ 30,000 | $60,000 | |
| Site Prep, Mass Grading | 1 | LS | | | | | $ 15,000 | $15,000 | |
| Existing Green House Pipe Modifications | 2 | EA | | | | | $ 10,000 | $20,000 | |
| Concrete Apron | 6275 | SF | | | | | $ 8 | $50,200 | |
| Green House Conveyor & Portable Hopper | 1 | LS | | | | | $ 30,000 | $30,000 | |
| Excavation & Disposal | 450 | CY | | | | | $ 150 | $67,500 | |
| Gravel Below Subgrade | 230 | CY | | | | | $ 110 | $25,300 | |
| Green House Structure (3100 SF) w/Porous Asphalt | 4 | EA | | | | | $ 285,000 | $1,140,000 | |
| SHT Tanks, Equipment,and Building | 1 | LS | | | | | $ 1,152,657 | $1,152,657 | |
| Dewatering System w/accessories | 1 | EA | | | | | $ 533,500 | $533,500 | |
| Interior Piping/Fittings | 1 | LS | | | | | $ 60,000 | $60,000 | |
| Green House Underdrain/Site Piping | 4 | EA | | | | | $ 15,000 | $60,000 | |
| Electrical/Mechanical | 1 | LS | | | | | $ 100,000 | $100,000 | |
| Instrumentation/Control | 1 | LS | | | | | $ 50,000 | $50,000 | |
| Building Improvements | 1 | LS | | | | | 580,975 | $580,975 | |
| **Subtotal 1** | | | | | | | | $3,945,132 | |
| Overhead & Profit | | | | $0 | | $0 | | | |
| **Subtotal 2** | | | | $0 | | $0 | | | |
| Subtotal 3 | | | | | | | | | $3,945,132 |
| | | | | | | | | | |
| **Contingency - 15%** | | | | | | | | | $591,770 |
| | | | | | | | | | |
| **Subtotal** | | | | | | | | | $4,536,902 |
| | | | | | | | | | |
| **Soft Cost (Design, Permit, Management, Admin) - 16.58%** | | | | | | | | | $752,195 |
| | | | | | | | | | |
| | | | | | | | | | |
| **TOTAL** | | | | | | | | | $5,289,097 |

| | Quantity | | Material | | Labor & Const. Equip. | | Bid Costs | | Total Derived |
|---|---|---|---|---|---|---|---|---|---|
| **Item/Structure** | Number | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | **Cost** |
| **SHT - (Stainless Steel)** | | | | | | | | | |
| Site Prep. & Grading w/Swale Relocation | 1 | LS | | | | | $ 7,500 | $ 7,500 | |
| 15" RCP Culvet Relocation | 1 | LS | | | | | $ 15,000 | $ 15,000 | |
| Pave New/Repair Roadway (Bit. Conc. Base 2.5") | 150 | SY | | | | | $ 8.50 | $ 1,275 | |
| Pave New/Repair Roadway (Bit. Conc. Surface 1.5 | 150 | SY | | | | | $ 7.25 | $ 1,088 | |
| Excavation & Disposal | 50 | CY | | | | | $ 77 | $ 3,850 | |
| Gravel Below Subgrade | 30 | CY | | | | | $ 55 | $ 1,650 | |
| Tank Foundations | 100 | CY | | | | | $ 550 | $ 55,000 | |
| 48,000 Gal. Bolted SS Tank | 2 | EA | | | | | $ 172,500 | $ 345,000 | |
| Floating Decanter | 2 | EA | $ 52,000 | $ 104,000 | $ 2,500 | $ 5,000 | | | |
| Coarse Bubble Aeration System | 2 | EA | $ 8,000 | $ 16,000 | $ 4,200 | $ 8,400 | | $ - | |
| Process Site Piping/Fittings | 1 | LS | $70,000 | $70,000 | $15,000 | $15,000 | | | |
| Electrical | 1 | LS | | | | | | $ 20,000 | |
| Instrumentation/Control | 1 | LS | | | | | | $ 25,000 | |
| | | | | | | | | | |
| **Subtotal 1** | | | | $190,000 | | $28,400 | | $475,363 | |
| Overhead & Profit | | | | $19,000 | | $8,520 | | | |
| **Subtotal 2** | | | | $209,000 | | $36,920 | | | |
| Subtotal 3 | | | | | | | | | $721,283 |
| | | | | | | | | | |
| **Contingency - 15%** | | | | | | | | | $108,192 |
| | | | | | | | | | |
| TOTAL | | | | | | | | | $829,475 |
| **SHT Equipment Bldg** | | | | | | | | | |
| Excavation & Disposal | 25 | CY | | | | | $ 77 | $ 1,925 | |
| Gravel Below Subgrade | 15 | CY | | | | | $ 55 | $ 825 | |
| SHT Equipment Building | 400 | SF | | | | | $ 200 | $80,000 | |
| SHT Blower (15 HP) | 3 | EA | $18,000 | $54,000 | $2,000 | $6,000 | | | |
| Sludge Transfer Pump | 2 | EA | $20,000 | $40,000 | $4,000 | $8,000 | | | |
| Polymer Feed System | 1 | LS | $14,500 | $14,500 | $2,175 | $2,175 | | | |
| Interior Piping/Fittings | 1 | LS | $15,000 | $15,000 | $3,000 | $3,000 | | | |
| Electrical | 1 | LS | | | | | | $ 25,000 | |
| Instrumentation/Control | 1 | LS | | | | | | $ 12,500 | |
| | | | | | | | | | |
| **Subtotal 1** | | | | $123,500 | | $19,175 | | $120,250 | |
| Overhead & Profit | | | | $12,350 | | $5,753 | | | |
| **Subtotal 2** | | | | $135,850 | | $24,928 | | | |
| Subtotal 3 | | | | | | | | | $281,028 |
| | | | | | | | | | |
| **Contingency - 15%** | | | | | | | | | $42,154 |
| | | | | | | | | | |
| TOTAL | | | | | | | | | $323,182 |

| Alternative 2 Belt Filter Press | | |
|---|---|---|
| Item | | Cost |
| Belt Filter Press Maintenance | | $16,005.00 |
| Sludge Pumping and Blower Maintenance | | $ 2,820.00 |
| Polymer Replacement | | $ 5,000.00 |
| | | |
| | | |
| **TOTAL O&M:** | | **$23,825.00** |

| Alternative 3 Sludge Drying Bed/Greenhouse | | |
|---|---|---|
| Item | | Cost |
| Sludge Pumping and Blower Maintenance | | $ 2,820.00 |
| Polymer Replacement | | $ 5,000.00 |
| | | |
| | | |
| **TOTAL O&M:** | | **$ 7,820.00** |

| Alternative 4 Combination | | |
|---|---|---|
| Item | | Cost |
| Belt Filter Press Maintenance | | $16,005.00 |
| Sludge Pumping and Blower Maintenance | | $ 2,820.00 |
| Polymer Replacement | | $ 5,000.00 |
| | | |
| | | |
| **TOTAL O&M:** | | **$23,825.00** |

**Mystic Harbor Wastewater Treatment Plant**
**Storage Building**
**GMB File No. 210218 Feasibility Cost Estimate**

GMB ARCHITECTS / ENGINEERS

| Item No. | Description | Size or Depth | Unit | Unit Price | Quantity | Total Price |
|---|---|---|---|---|---|---|
| **A.** | **ADMINISTRATIVE** | | | | | |
| | General Conditions | | 7% of Construction Subtotal | | | $25,313.17 |
| | | | | | Subtotal: | $25,313.17 |
| **B.** | **BUILDING** | | | | | |
| | **Demolition and Repair** | | | | | |
| | Remove existing CMU Walls | | SF | $4.00 | 879 | $3,516.00 |
| | Remove existing hinged doors | | EA | $130.00 | 3 | $390.00 |
| | Remove existing overhead door | | EA | $500.00 | 1 | $500.00 |
| | Remove existing louvers | | EA | $55.00 | 2 | $110.00 |
| | Remove existing concrete equipment pads | | CF | $30.00 | 451 | $13,530.00 |
| | Remove existing conc. Floor, stair landing and stairs | | CF | $30.00 | 266 | $7,980.00 |
| | Remove existing stair railings | | Allow | $250.00 | 1 | $250.00 |
| | Remove damaged fascia, downspouts and gutter | | Allow | $2,500.00 | 1 | $2,500.00 |
| | Remove existing roof sheathing | | SF | $1.75 | 4735 | $8,286.25 |
| | Remove existing shingled roof and gable vents | | SF | $1.00 | 4735 | $4,735.00 |
| | Remove existing GWB ceiling | | LF | $3.50 | 3440 | $12,040.00 |
| | Remove existing soffit | | SF | $2.50 | 675 | $1,687.50 |
| | Remove existing abandoned electrical equipment | | Allow | $1,500.00 | 1 | $1,500.00 |
| | Cut in new door openings | | SF | $6.00 | 63 | $378.00 |
| | Remove existing propane tank and piping | | Allow | $3,500.00 | 1 | $3,500.00 |
| | Dumpster | | Allow | $5,000.00 | 1 | $5,000.00 |
| | | | | | Subtotal: | $65,902.75 |
| | **Proposed New Construction** | | | | | |
| | New CMU infill | | SF | $19.00 | 50 | $950.00 |
| | New Overhead doors | | EA | $5,000.00 | 2 | $10,000.00 |
| | New hinged doors and hardware (exterior) | | EA | $2,500.00 | 2 | $5,000.00 |
| | New concrete floor (5") | | CY | $320.00 | 85 | $27,200.00 |
| | New #57 stone | | SF | $1.75 | 3440 | $6,020.00 |
| | New structural fill | | CY | $35.00 | 85 | $2,975.00 |
| | Paint - Interior walls and ceiling | | SF | $1.50 | 7409 | $11,113.50 |
| | Paint - Exterior | | EA | $2.25 | 3637 | $8,183.25 |
| | New Fascia and breakmetal | | LF | $11.00 | 526 | $5,786.00 |
| | New gutters and downspouts | | LF | $11.50 | 404 | $4,646.00 |
| | New roof underlayment | | SQ | $130.00 | 47.5 | $6,175.00 |
| | New shingle roof | | SQ | $310.00 | 47.5 | $14,725.00 |
| | Conc. Floor sealer | | SF | $2.50 | 3440 | $8,600.00 |
| | New vinyl soffit | | LF | $27.00 | 280 | $7,560.00 |
| | New vinyl siding | | SF | $4.25 | 73 | $310.25 |
| | New gable vents | | EA | $875.00 | 2 | $1,750.00 |
| | New moisture resistant GWB ceiling or MR plywood | | SF | $3.00 | 3440 | $10,320.00 |
| | New Steel Lintel/framing for Overhead door | | LS | $5,000.00 | 1 | $5,000.00 |
| | Misc. Lintel repairs | | LS | $6,000.00 | 1 | $6,000.00 |
| | Masonry wall repairs | | LS | $30,000.00 | 1 | $30,000.00 |
| | New concrete apron (8'-0") and stoops | | Allow | $5,000.00 | 1 | $5,000.00 |
| | New concrete filled bollards | | EA | $200.00 | 2 | $400.00 |
| | Hurricane ties and wall anchorage improvements | | LS | $23,000.00 | 1 | $23,000.00 |
| | Misc. Roof truss and sheathing repair | | SF | $10.00 | 4750 | $47,500.00 |
| | Misc. Structural Repairs | | LS | $8,000.00 | 1 | $8,000.00 |
| | Regrading allowance | | Allow | $15,000.00 | 1 | $15,000.00 |
| | | | | | Subtotal: | $271,214.00 |
| | **MEP** | | | | | |
| | Lighting Allowance | | Allow | $5,000.00 | 1 | $5,000.00 |
| | Mechanical Allowance | | Allow | $5,000.00 | 1 | $5,000.00 |
| | Stub for future bathroom | | Allow | $6,500.00 | 1 | $6,500.00 |
| | Dehumidification Allowance | | Allow | $6,500.00 | 1 | $6,500.00 |
| | Hose Bib (exterior only) | | Allow | $1,500.00 | 1 | $1,500.00 |
| | | | | | Subtotal: | $24,500.00 |
| | **CONSTRUCTION SUBTOTAL** | | | | | $361,616.75 |
| | **SUBTOTAL NEW CONSTRUCTION (Including Admin.)** | | | | | $386,929.92 |
| | **Cost per square foot** | **3696** | **S.F.** | | **$104.69** | |
| | 25% Contractor Fees (Overhead and Profit) | | | | | $96,732.48 |
| | 1% Permit Fees | | | | | $4,836.62 |
| | 3% Prevailing Wages (Labor Only) | | | | | $14,509.87 |
| | **TOTAL ESTIMATED CONSTRUCTION COST** | | | | | **$503,008.90** |
| | **Cost per square foot** | **3696** | **S.F.** | | **$136.10** | |
| | 10% Contingency | | | | | $50,300.89 |
| | **TOTAL ESTIMATED PROJECT COST (2022)** | | | | | **$553,309.79** |

# Appendix C:

# Present Worth Analysis

# Present Worth Analysis

## *Belt Filter Press Alternative*

| Item | Cost | Life (Yrs.) | Salvage Value |
|---|---|---|---|
| **Capital Cost** | | | |
| ***A. Belt Filter Press*** | | | |
| Existing Green House Divider Wall | $90,000 | - | - |
| Existing Green House Pipe Modifications | $40,000 | 30 | $ 13,333 |
| Concrete Apron | $7,200 | - | - |
| Storage Area Conveyor Opening and Conc Floor | $30,000 | 30 | $ 10,000 |
| Excavation & Disposal | $7,500 | - | - |
| Gravel Below Subgrade | $3,300 | - | - |
| SHT Tanks, Equipment,and Building | $1,152,657 | 20 | $ - |
| Dewatering System w/accessories | $533,500 | 20 | $ - |
| Interior Piping/Fittings | $60,000 | 30 | $ 20,000 |
| Electrical/Mechanical | $100,000 | 20 | $ - |
| Instrumentation/Control | $50,000 | 20 | $ - |
| Sludge Transport Vehicle | $200,000 | 20 | $ - |
| ***B. Building Improvments*** | | | |
| Building Improvments | $580,975 | 30 | $193,658 |

| | | | | |
|---|---|---|---|---|
| Subtotal Cost | | | $2,855,132 | $236,992 |
| Contingency | 15% | | $428,270 | $ 35,549 |
| Construction Total | | | $3,283,402 | $272,541 |
| B. Development & Design | | | | |
| Design/Permit/Management/Admin | 18% | $ 3,283,402 | $576,960 | |
| Subtotal Capital Cost | | | $3,860,361 | $272,541 |
| Less: Present Worth of Salvage Costs | -0.45% | 1.094 | $298,267 | |
| Total Capital Cost, net of Salvage Value | | | $3,562,094 | |
| **Annual Costs** | | | | |
| Operation and Maintenance | | | $23,825 | |
| Total O&M Cost (10% Safety) | | | $26,208 | |
| Present Worth of O&M | -0.45% | 20.98 | $549,755 | |
| Present Worth of Capital Costs | | | $3,562,094 | |
| **Total Present Worth** | | | **$4,111,849** | |

## *Greenhouse/Drying Bed Alternative*

| Item | Cost | Life (Yrs.) | Salvage Value |
|---|---|---|---|
| **Capital Cost** | | | |
| ***A. Greenhouse Alternative*** | | | |
| Existing Green House Divider Wall | $60,000 | - | - |
| Site Prep, Mass Grading | $15,000 | - | - |
| Existing Green House Pipe Modifications | $20,000 | 30 | $ 6,667 |
| Excavation & Disposal | $30,800 | - | - |
| Gravel Below Subgrade | $11,000 | - | - |
| Green House Structure (3100 SF) w/Porous Asphalt | $1,140,000 | 20 | $ - |
| Concrete Apron | $43,000 | - | - |
| Green House Underdrain/Site Piping | $60,000 | 30 | $ 20,000 |
| Electrical | $50,000 | 20 | $ - |
| SHT Tanks, Equipment,and Building | $1,152,657 | 20 | $ - |
| Sludge Transport Vehicle | $200,000 | 20 | $ - |
| ***B. Building Improvments*** | | | |
| Building Improvments | $580,975 | 30 | $193,658 |

| | | | | |
|---|---|---|---|---|
| Subtotal Cost | | | $3,363,432 | $220,325 |
| Contingency | 15% | | $504,515 | $ 33,049 |
| Construction Total | | | $3,867,947 | $253,374 |
| B. Development & Design | | | | |
| Design/Permit/Management/Admin | 17% | $ 3,867,947 | $661,397 | |
| Subtotal Capital Cost | | | $4,529,343 | $253,374 |
| Less: Present Worth of Salvage Costs | -0.45% | 1.094 | $277,291 | |
| Total Capital Cost, net of Salvage Value | | | $4,252,052 | |
| **Annual Costs** | | | | |
| Operation and Maintenance | | | $7,820 | |
| Total O&M Cost (10% Safety) | | | $8,602 | |
| Present Worth of O&M | -0.45% | 20.98 | $180,444 | |
| Present Worth of Capital Costs | | | $4,252,052 | |
| **Total Present Worth** | | | **$4,432,496** | |

## *BFP and Greenhouse Alternative*

| Item | Cost | Life (Yrs.) | Salvage Value |
|---|---|---|---|
| **Capital Cost** | | | |
| ***A. Combination Alternative*** | | | |
| Existing Green House Divider Wall | $60,000 | - | - |
| Site Prep, Mass Grading | $15,000 | - | - |
| Existing Green House Pipe Modifications | $20,000 | 30 | $ 6,667 |
| Concrete Apron | $50,200 | - | - |
| Green House Conveyor Opening and Portable Hopper | $30,000 | 30 | $ 10,000 |
| Excavation & Disposal | $67,500 | - | - |
| Gravel Below Subgrade | $25,300 | - | - |
| Green House Structure (3100 SF) w/Porous Asphalt | $1,140,000 | 20 | $ - |
| SHT Tanks, Equipment,and Building | $1,152,657 | 20 | $ - |
| Dewatering System w/accessories | $533,500 | 20 | $ - |
| Interior Piping/Fittings | $60,000 | 30 | $ 20,000 |
| Green House Underdrain/Site Piping | $60,000 | 30 | $ 20,000 |
| Electrical/Mechanical | $100,000 | 20 | $ - |
| Instrumentation/Control | $50,000 | 20 | $ - |
| ***B. Building Improvments*** | | | |
| Building Improvments | $580,975 | 30 | $193,658 |

| | | | | |
|---|---|---|---|---|
| Subtotal Cost | | | $3,945,132 | $250,325 |
| Contingency | 15% | | $591,770 | $ 37,549 |
| Construction Total | | | $4,536,902 | $287,874 |
| B. Development & Design | | | | |
| Design/Permit/Management/Admin | 17% | $ 4,536,902 | $752,195 | |
| Subtotal Capital Cost | | | $5,289,097 | $287,874 |
| Less: Present Worth of Salvage Costs | -0.45% | 1.094 | $315,048 | |
| Total Capital Cost, net of Salvage Value | | | $4,974,049 | |
| **Annual Costs** | | | | |
| Operation and Maintenance | | | $23,825 | |
| Total O&M Cost (10% Safety) | | | $26,208 | |
| Present Worth of O&M | -0.45% | 20.98 | $549,755 | |
| Present Worth of Capital Costs | | | $4,974,049 | |
| **Total Present Worth** | | | **$5,523,804** | |

# Appendix D:

# Loan Payment Debt and Rate Structure

## RATE STRUCTURE- ALTERNATIVES 2-4

| Alternative | Total Project Cost | Maryland SRF Loan | Maryland SRF Loan Forgiveness | Maryland SRF Loan Forgiveness Annual Interest | Loan Term (years) | # of Payments | Annual Interest Rate | Total Yearly Payment | Annual O&M Cost | Reserve Costs [1] | | | Total Yearly Fixed Cost + 5% Delinquency [2] | # Units | Yearly Rate per Unit | Monthly Rate Increase |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | Emergency/ Cont. | Repair/ Replace | Debt Reserve | | | | |
| **STATE SRF LOAN: 2% Interest; 20 Year Loan** | | | | | | | | | | | | | | | | |
| 2: Install Mechanical Dewatering Equipment | $3,860,361 | $ 1,930,181 | $ 1,930,181 | $ (1,769) | 20 | 240 | 2.0% | **$ 118,943** | **$ 23,825** | $ 2,978 | $ 596 | $ 11,894 | **$ 166,148** | 1635 | $ 102 | **$ 8.47** |
| 3: Modify and Install Additional Sludge Drying Beds/Greenhouses | $4,529,343 | $ 2,264,672 | $ 2,264,672 | $ (2,076) | 20 | 240 | 2.0% | **$ 139,555** | **$ 7,820** | $ 978 | $ 196 | $ 13,956 | **$ 170,629** | 1635 | $ 104 | **$ 8.70** |
| 4: Install Mechanical Dewatering Equipment and Additional Drying Bed | $5,289,097 | $ 2,644,548 | $ 2,644,548 | $ (2,424) | 20 | 240 | 2.0% | **$ 162,964** | **$ 23,825** | $ 2,978 | $ 596 | $ 16,296 | **$ 216,992** | 1635 | $ 133 | **$ 11.06** |

# Appendix E:

# Worcester County Existing Rate Structure

ITEM 7



# ASSESSMENTS AND CHARGES

## ALL DISTRICTS

Accounts that are delinquent over 30 days from the date of billing shall be assessed a $5.00 penalty plus 3% interest per quarter.

The quarterly bills for all service areas will be mailed in January, April, July and October.

Mailing address:
Water and Wastewater Collections
P.O. Box 349
Snow Hill, Maryland 21863

Assessments and charges effective **July 1, 2023** are as follows:

## ASSATEAGUE POINTE

Quarterly domestic user rates are $106.00 per park trailer which includes water and sewer service.
Quarterly user rates are $163.00 per equivalent dwelling unit (EDU) quarterly which includes sewer service only.
Snug Harbor assessment for debt service is $163.00 per EDU quarterly.
Grinder pump surcharge at $30.00 per lot.

## BRIDDLETOWN

Quarterly domestic user rates are $73.00 per EDU which includes water service only.

Quarterly commercial user rates are as follows:

Commercial minimum water

- 1 EDU $62.43
- 2 EDU's $86.63

ITEM 7

        - $4.00 per 1,000 gallons up to 10,000 gallons and
        - $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
        - $10.00 per 1,000 gallons over 54,000 gallons
    - 3-13 EDU's $906.40
        - $4.00 per 1,000 gallons up to 10,000 gallons and
        - $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
        - $10.00 per 1,000 gallons over 351,000 gallons
    - 14-24 EDU's $1354.10
        - $4.00 per 1,000 gallons up to 10,000 gallons and
        - $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
        - $10.00 per 1,000 gallons over 648,000
    - 25-39 EDU's $1,800.70
        - $4.00 per 1,000 gallons up to 10,000 gallons and
        - $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
        - $10.00 per 1,000 gallons over 1,053,000
    - 40+ EDU's $2,707.10
        - $4.00 per 1,000 gallons up to 10,000 gallons and
        - $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
        - $10.00 per 1,000 gallons over 1,250,000

Unimproved Lots - Quarterly accessibility charge $267.00 per EDU (Not yet connected).

Lewis Road domestic water minimum set at $44.00 per quarter.

## LIGHTHOUSE SOUND

Quarterly domestic user rates are as follows:

- Improved Lots - Quarterly charge $242.00 per EDU for sewer service only.
- Unimproved Lots - Quarterly accessibility charge $114.00 per EDU (not yet connected).

## MYSTIC HARBOUR

Quarterly domestic user rates are as follows:

- Domestic minimum water & sewer $215.00
- Additional domestic water and sewer charges based on usage as follows:
    - $1.60 per 1,000 gallons up to 10,000 gallons, and
    - $3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
    - $6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
    - $9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
    - $15.00 per 1,000 gallons over 45,000 gallons.
- Domestic water only service (metered) shall be billed at 25% of the above rates.
- Flat rate domestic sewer only service $212.66
- Bulk domestic water (metered) $5.00 per thousand gallons

ITEM 7

- Sunset Village flat rate domestic water only service $53.20

Quarterly commercial user rates are as follows:

- Commercial minimum water & sewer
  - 1 EDU $249.70
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
    - $10.00 per 1,000 gallons over 27,000 gallons
  - 2 EDU's $346.50
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
    - $10.00 per 1,000 gallons over 54,000 gallons
  - 3-13 EDU's $693.00
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
    - $10.00 per 1,000 gallons over 351,000 gallons
  - 14-24 EDU's $1039.50
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
    - $10.00 per 1,000 gallons over 648,000 gallons
  - 25-39 EDU's $1,386.00
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
    - $10.00 per 1,000 gallons over 1,053,000
  - 40+ EDU's $2079.00
    - $4.00 per 1,000 gallons up to 10,000 gallons and
    - $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
    - $10.00 per 1,000 gallons over 1,250,000 gallons
- Commercial water only service shall be billed at 25% of the above rates as established above.

Mystic Harbor sewer assessment for debt service is $66.00 per EDU quarterly.

## NEWARK

Quarterly domestic user rates are as follows:

- Domestic minimum water $115.00
- Domestic minimum sewer $115.00
- Domestic water $3.50 per 1,000 gallons over 3,000 gallons based on usage
- Domestic sewer $3.50 per 1,000 gallons over 3,000 gallons based on usage

Quarterly commercial user rates are as follows:

- Commercial minimum water $143.00

# Appendix F:

# MDE Compliance Violation Letter 1-5-2023

Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Horacio Tablada, Secretary
Suzanne E. Dorsey, Deputy Secretary

JAN 0 5 2023

**CERTIFIED MAIL / ELECTRONIC MAIL**
Dallas Baker, Jr., P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Re:** Mystic Harbour Wastewater Treatment Plant, AI# 18426, 10-DP-2273C
**Compliance/Enforcement Assessment, Opportunity for Informal Meeting**
[*Response Requested within 14 days*]

Dear Mr. Baker:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) is concerned about the compliance status of the Mystic Harbour Wastewater Treatment Plant located at 9423 Stephen Decatur Highway in Berlin, Maryland (Facility). State Discharge Permit 10-DP-2273 (Permit) authorizes the Facility to discharge through Outfall 001 to an injection well system, through Outfall 002 to the Eagle's Landing Golf Course, and through Outfall 003 to the West Ocean City collection system. The Facility's Discharge Monitoring Reports (DMRs) submitted for the months of October 2018 through October 2022 indicate a total of thirty-four (34) effluent violations of the Permit for total nitrogen, total phosphorus, and fecal coliform. The enclosed attachment details these violations. As stated in the field inspection report dated January 12, 2022, the Facility was in violation of the Permit limits every month that the Facility discharged to groundwater in 2021.

The Department has reviewed all pertinent facts and information regarding this matter, including noncompliance reports and the aforementioned field inspection report, which indicates that the Facility experienced a computer failure on September 4, 2021 and had been bypassing to the West Ocean City (WOC) collection system since that time. The Facility notified the Department of this bypass occurring in the noncompliance report dated October 12, 2021, as a step taken to reduce and eliminate the non-complying discharge of total nitrogen and total phosphorus beginning on September 1st, 2021 and continuing through September 3rd. However, the Facility failed to report that the bypass would be ongoing through April 2022. In addition, the Facility stated it is in the process of repairing or replacing failed components to prevent additional violations of this type from occurring in the future but has been unable to successfully contact the manufacturers of the systems that have failed.

Subsequently, effluent was discharged via the injection wells in May 2022 with no reported violations. However, effluent was diverted once again to the WOC collection system in June 2022, and the Facility again reported violations when discharging to groundwater via Outfall 002 in July, August, and September 2022. The noncompliance reports for these months indicate the following: the July 2022 fecal coliform violation had an unknown cause, and flow to Outfall 002 was stopped on July 5, 2022, the total nitrogen violation in August 2022 was caused by delivery issues of Micro C, which is used for denitrification, and the September 2022 total nitrogen violation was caused by increased flows due to the Labor Day holiday and flow to Outfall 002 was stopped on September 15, 2022 due to membrane

cleaning issues. Flow was diverted to the WOC collection system for the remainder of September 2022 and in October 2022.

As indicated in the Permit, the Worcester County Department of Public Works (County) is authorized to discharge treated municipal wastewater to the public sewer in the WOC service area and must notify the Department of any bypass event within 24-hours and by letter within 5 days, or if the bypass is known in advance it shall be submitted to the Department for approval at least 10 days before the date of the bypass as indicated in General Condition II.A of the Permit. The Department has determined that the County failed to properly notify the Department of the aforementioned occasions where the Facility was bypassing the treatment process. Furthermore, the Department is concerned that the County cannot operate and maintain the Facility to maintain compliance with the permitted effluent limits.

The County was notified of similar violations of the Permit in the *Complaint and Consent Order COP-13-1825 & Compliance/Enforcement Assessment* letter dated April 3, 2018. The County acknowledged the violations in the response letter dated May 16, 2018 and stated that staff had been properly trained to notify the Department of any future instances where diversion of untreated wastewater is required. On February 19, 2019, the Department requested a plan and schedule from the County for the implementation of improvements to the Facility that would ensure adequate biosolids processing and compliance with the permitted effluent limits, and a meeting to discuss the terms of a new consent order. The County responded on March 22, 2019, requesting relief from the Department's request and to allow the process of permit modification to begin in lieu of entering a new consent order. In the *Permit Modification & Administrative Consent Order* letter dated April 17, 2019, the Department advised the County that should the Facility continue to experience significant permit violations, including operational deficiencies, reporting failures, and effluent violations, the Department may elect to take further action.

As you are aware, the Permit has been modified at the request of the County. However, due to the aforementioned effluent violations and bypassing at the Facility, the Department believes that additional improvements to the wastewater treatment system at the Facility may be necessary to prevent further noncompliance. As such, the Department requests that, **within 14 days of receipt of this notice,** you contact Mr. Patrick Noyes, Enforcement Section Manager, Compliance Program at (410) 537-3510 or by email at patrick.noyes@maryland.gov to schedule an informal meeting or alternatively, provide a written response to the alleged violations for the Department's consideration, including information regarding any improvements implemented and/or proposed to ensure continued compliance with the effluent limits established in the Permit and the current status of any upgrades to the Facility. If you fail or elect not to make contact, the Department will proceed with initiating a formal enforcement action.

Thank you for your prompt attention to this matter.

Sincerely,

Arno Laud, Chief
Enforcement Division
Compliance Program
Water and Science Administration

Mr. Dallas Baker, AI #18426

ADL:bpl
Enclosure

cc: Chris Clasing, P.E., Deputy Director of Public Works, Worcester County
Dominic Ross, Wastewater Supervisor, Mystic Harbour WWTP

Attachment I: Effluent Violations
Worcester County Department of Public Works, Water/Wastewater Division - MYSTIC HARBOUR WWTP - MD2273X04
10/1/2018 - 10/31/2022

| Monitoring Period End Date | Perm Feature ID | Parameter Desc | Statistical Base Short Desc | Limit Value | DMR Value | DMR Value Unit Short Desc | Percent Exceedance |
|---|---|---|---|---|---|---|---|
| 10/31/2018 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 5.79 | mg/L | 16 |
| 03/31/2019 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 5.88 | mg/L | 18 |
| 05/31/2019 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 11.1 | mg/L | 122 |
| 07/31/2019 | 002 | Coliform, fecal general | MX MO AV | 3. | 4.1 | MPN/100mL | 37 |
| 07/31/2019 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 8.59 | mg/L | 72 |
| 12/31/2019 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .32 | mL/L | 7 |
| 05/31/2020 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 5.75 | mg/L | 15 |
| 05/31/2020 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 7.08 | mg/L | 42 |
| 08/31/2020 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .38 | mL/L | 27 |
| 08/31/2020 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 8.32 | mg/L | 66 |
| 09/30/2020 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 10.11 | mg/L | 102 |
| 09/30/2020 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .58 | mL/L | 93 |
| 09/30/2020 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 32.4 | mg/L | 548 |
| 12/31/2020 | MW10 | Coliform, fecal general | AN AV MX | 2. | 4.55 | MPN/100mL | 128 |
| 12/31/2020 | MW11 | Coliform, fecal general | AN AV MX | 2. | 4.55 | MPN/100mL | 128 |
| 12/31/2020 | MW3 | Coliform, fecal general | AN AV MX | 2. | 2.35 | MPN/100mL | 18 |
| 01/31/2021 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .34 | mL/L | 13 |
| 05/31/2021 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 11.81 | mg/L | 136 |
| 05/31/2021 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 11.81 | mg/L | 136 |
| 06/30/2021 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .8 | mL/L | 167 |
| 06/30/2021 | 002 | Coliform, fecal general | MX MO AV | 3. | 18.6 | MPN/100mL | 520 |
| 07/31/2021 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 8.75 | mg/L | 75 |
| 07/31/2021 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .54 | mL/L | 80 |
| 07/31/2021 | 002 | Coliform, fecal general | MX MO AV | 3. | 33.3 | MPN/100mL | 1010 |
| 07/31/2021 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 8.75 | mg/L | 75 |
| 08/31/2021 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 6.94 | mg/L | 39 |
| 08/31/2021 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | .57 | mL/L | 90 |
| 08/31/2021 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 8.49 | mg/L | 70 |
| 09/30/2021 | 001 | Nitrogen, total [as N] | MX MO AV | 5. | 9.14 | mg/L | 83 |
| 09/30/2021 | 001 | Phosphorus, total [as P] | MX WK AV | .3 | 1.81 | mL/L | 503 |
| 12/31/2021 | MW4 | Coliform, fecal general | AN AV MX | 2. | 3.4 | MPN/100mL | 70 |
| 07/31/2022 | 002 | Coliform, fecal general | MX MO AV | 3. | 6.8 | MPN/100mL | 127 |
| 08/31/2022 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 8.15 | mg/L | 63 |
| 09/30/2022 | 002 | Nitrogen, total [as N] | MX MO AV | 5. | 5.1 | mg/L | 2 |

# Appendix G:

# Equipment Manufacturer Data

# Diffused Aeration Equipment

for

## Mystic Harbour WTP - Ocean City, MD

**SHT**

Sanitaire #s32549-24

January 18, 2024

af \\01bdfp02-2\Proposals\s32549-24\technical design\2024.01.18_2 SHT_Mystic Harbour WTP (s32549-24).aer

## Sanitaire Aeration Design Inputs for: Mystic Harbour WTP - Ocean City, MD, Sanitaire #s32549-24

**Tank Geometry**

2 Trains each Consisting of: 1

| Parameter | Units | Pass 1 |
|---|---|---|
| Parallel Reactors | | 1 |
| Pass Process | | Aerobic |
| SWD | ft | 18.0 |
| Submergence | ft | 17.0 |
| Volume | $ft^3$ | 11,083.5 |
| Reactor Geometry: | | Circle |
| Diameter | ft | 28.0 |

**Oxygen/Air Distribution**

| | | |
|---|---|---|
| | Zone | 1 |
| | Pass | 1 |
| Default | | 100.0% |

**Oxygenation**

| Parameter | Units | 30 s/k |
|---|---|---|
| No. Trains Operating | | 1 |
| Air Rate | scfm | 332.5 |
| Unit Air Rate | scfm/kcf | 30.0 |

**Standard Oxygen Correction Factor Parameters**

| Parameter | Units | 30 s/k |
|---|---|---|
| Site Elevation | FASL | 7 |
| Ambient Pressure | PSIA | 14.70 |
| Water Temperature | °C | 20 |

Notes:

***Bold, Italicized text indicate assumptions made by Sanitaire***

A - Indicates Actual (AOR) Requirement.

S - Indicates Standard Condition (SOR) Oxygen requirement.

If the AOR/SOR parameter is not given, then its value will be evaluated later if suitable alpha, beta, D.O., theta, pressure, and temperature data is supplied.

Round tanks are evaluated as rectangular tanks diameter equal to length and equal surface area.

Annular tanks are evaluated as rectangular tanks of width equal to the annular width and equal surface area.

**Sanitaire Project Name: Mystic Harbour WTP - Ocean City, MD**
**Sanitaire Project #s32549-24**
**Design Summary**

| | Units | 30 s/k Default |
|---|---|---|
| No. Trains in Operation | | 1 |
| No. Grids in Operation | | 1 |
| No. Operating Diffusers | | 22 |
| SOR | lb/day | 1,063 |
| SOTE | % | 12.8 |
| Total Air Rate | scfm | 332.5 |
| Min.Diffuser Air Rate | scfm/diff. | 15.11 |
| Max. Diffuser Air Rate | scfm/diff. | 15.11 |
| Static Pressure | psig | 7.36 |
| Diffuser DWP @ Min Air | psig | 0.1 |
| Diffuser DWP @ Max Air | psig | 0.1 |
| Pressure @ Top of Dropleg | psig | 7.53 |
| Est. Blower Efficiency | | 70% |
| Est. Motor Efficiency | | 90% |
| Shaft Power | Bhp | 13.78 |
| Est. Motor Electrical Load | kW | 11.43 |
| Est. Standard Aeration Efficiency | #SOR/BHP-hr | 3.21 |

Notes:

(1) Design air is the maximum of process air or mixing air

(2) Delivered oxygen based on design air

(3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi lineloss

(4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.

(5) Diffuser Air Flow based on Active Valve Modulation

(6) Blower Pressure Capability also requires consideration of:
blower and the aeration assembly dropleg connections.
Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other
Fine Pore systems regardless of supplier or type of diffuser element.
C. Increased diffuser submergence during Peak Flow conditions.

(7) Air Flow defined at 20°C

scfm/ft²

**Sanitaire Project Name: Mystic Harbour WTP - Ocean City, MD**
**Sanitaire Project #s32549-24**
Consulting Engineer:
Operating Condition: 30 s/k
Oxygen Distribution: Default

**Aeration System Design**

| Parameter | Units | Zone 1 | Totals/Overall |
|---|---|---|---|
| Pass | | 1 | |
| SWD | ft | 18.00 | |
| Subm | ft | 17.00 | |
| Volume | ft³ | 11,083.5 | 11,083.5 |
| No. Parallel Tanks | | 1 | |
| No. Trains in Operation | | 1 | |
| Grid Count | | 1 | 1 |
| Dropleg Diameter | inches | 4 | |
| Bandwidth | ft | 24.81435391 | |
| Header Placement | | Midwidth | |
| Diffusers/Grid | | 22 | 22 |

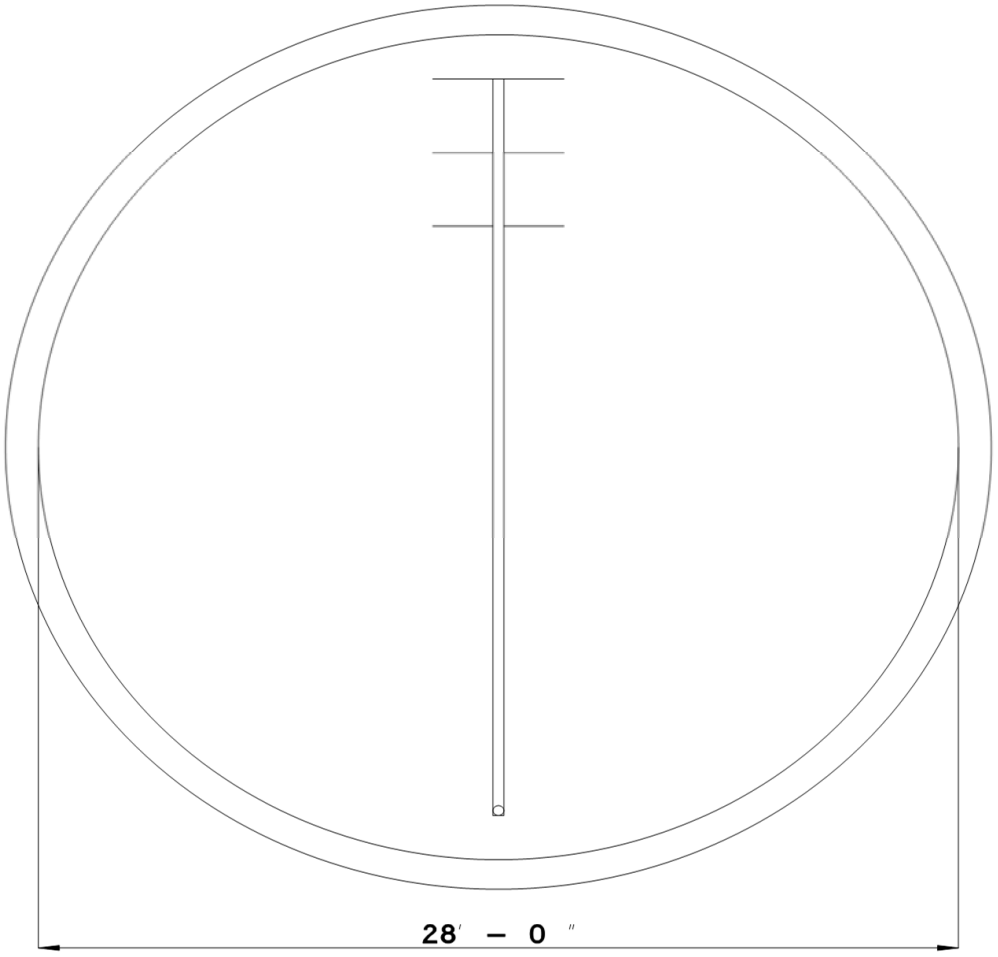
**Oxygen Transfer**

| | | | |
|---|---|---|---|
| Diffuser Type | | D24-FH | |
| Alpha | | | |
| Beta | | | |
| Theta | | | |
| D.O. | mg/l | | |
| Water Temp | °C | 20 | |
| AOR/SOR | | | |
| Oxygen Distribution | %/Zone | 100.0% | 100.0% |
| AOR | lb/day | | |
| SOR | lb/day | | |
| Air Rate (7) | scfm | 332.5 | 332.5 |

**Performance**

| | | | |
|---|---|---|---|
| Mixing Criteria | scfm/ft² | | |
| Safety Factor | % | | |
| Mixing Air (8) | scfm | | |
| Process Air (for SOR) | scfm | 332.5 | |
| Design Air (1,7) | scfm | 332.5 | 332.5 |
| Diffuser Air Rate | scfm/Diff. | 15.11 | 15.11 |
| Delivered SOR | lb/day | 1,062.5 | 1,062.5 |
| Delivered SOTE | % | 12.8% | 12.8% |
| Pressure @ Top of Dropleg | psig | 7.53 | 7.53 |
| Shaft Power | Bhp | 13.8 | 13.8 |

Notes:
(1) Design air is the maximum of process air or mixing air
(2) Delivered oxygen based on design air
(3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi lineloss
(4) Performance based on diffuser density (At/Ad), submergence, and diffuser unit air flow.
(5) Diffuser Air Flow based on Active Valve Modulation
(6) Blower Pressure Capability also requires consideration of:
A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
B. Potential for increased headloss resulting from diffuser fouling and/or aging. Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.
C. Increased diffuser submergence during Peak Flow conditions.
(7) Air Flow defined at 20°C
scfm/ft²




| | | |
|---|---|---|
| Dropleg | 19′–0″@4″∅ | |
| Header 1 | 25′–0″@4″∅ | 22 D–24 Diffusers |

22 D–24 Diffusers/Tank
Note: Connectors spaced at 2′–6″

PRELIMINARY - THIS DRAWING IS NOT INTENDED FOR CONTRACT DOCUMENTS, SUBMITTALS, OR CONSTRUCTION

Sanitaire
a xylem brand
MILWAUKEE, WISCONSIN 53204

CUST NO.
DWG NO.

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Mystic Harbour WTP –
Ocean City, MD
Stainless Steel Header
Aeration System

| | | |
|---|---|---|
| DRAWN BY af | DATE 1/18/24 | JOB s32549–24 |
| CHKD BY | DATE | SHEET |
| APPVD BY | DATE | |

**Date: Thursday, January 11, 2024**

**To: GMB**
**206 West Main Street**
**Salisbury, MD 21801**

**Attn: Chris Derbyshire**
**CDerbyshire@gmbnet.com**
**410.742.3115**

**Re: Mystic Harbor, MD WWTP**
**One (1) BDP 0.75m 3DP Belt Filter Press System**
**BDP Budget Proposal #: 111017-1906rev2**

BDP Industries, Inc. is pleased to offer our quotation for one (1) 0.75m 3DP Belt Filter Press and accessories. Below is a summary of our scope of work.

## EQUIPMENT DESCRIPTION

The Belt Filter Press equipment package includes one complete belt filter press and appurtenant equipment described as follows:

1. One (1) 316L stainless steel polymer injection and polymer/sludge mixing system consisting of an injection ring, variable vortex mixer and reducing fittings.
2. One (1) 0.75m 3DP, **3-belt,** belt filter press with the following design features:
    a. Hot dipped galvanized steel tubular frame per **ASTM A123**.
    b. Frame safety factor of 10.
    c. Machined bearing pads.
    d. Up-flow feedbox.
    e. Variable speed paddle distributor wheel for feedbox.
    f. Eight-foot **independent**, variable speed gravity section at operator level.
    g. ¼" x 3" stainless steel gravity deck support spaced every 6 inches.
    h. Six (6) rows of adjustable, furrowing plows with 316 stainless steel support bars.
    i. Curved wedge section.
    j. 304 stainless steel, 20" diameter, perforated roller.
    k. Eight s-wrap pressure section.
    l. UHMW scraper blades.
    m. Nylon covered rollers.
    n. 304 stainless steel wetted parts.
    o. 304 stainless steel hardware.
    p. **50 PLI** hydraulic tensioning and tracking.
    q. Stainless steel Rack and Pinion tensioning in the pressure section.
    r. Corrosion resistant composite cylinders with 316 stainless steel rods and stainless-steel hardware.
    s. Self-cleaning, adjustable angle belt showers with Victaulic connections.
    t. Double roller spherical bearings rated for 1,000,000 hours at 50 PLI at 15 ft/min.
    u. TEFC, IP 65 severe duty variable speed motors.

v. PVC conduit.
w. Zero speed switches for the gravity and press belts.
x. NEMA 4X low voltage junction boxes.
y. 460/3/60

3. One (1) complete electrical control panel for dewatering system control functions and drives

    a. NEMA 4X
    b. 304 Stainless Steel
    c. Floor Mount
    d. UL 508
    e. PLC: Allen Bradley Compact Logix
    f. HMI: Allen Bradley 12" Color PanelView Plus 7 OIT
    g. VFDs and motor starters for the Belt Press drives and ancillary equipment.
    h. Ethernet Communication
    i. 460/3/60
    j. Contains all interlocks and controls for the Belt Press and ancillary equipment.

4. One (1) 2 HP hydraulic power unit with a 20-gallon, 304 stainless steel reservoir.

5. One (1) 10 HP Goulds model 3656 wash water booster pump capable of boosting from 60 to 120 PSI at a flow rate of 35 GPM. The wash water system will include a low water pressure switch and solenoid valve.

6. All start-up, mechanical checkout and operator training as specified. Service to include three (3) separate trips with ten (10) days of on-site services.

7. One-year machine warranty. Three-year warranty for the frame, frame coating, bearings, rollers, roll coatings, and hydraulic unit.

8. One (1) lot of spare parts.

9. Freight to the jobsite.

***Optional & Ancillary***

10. One (1) 4" Siemens magnetic flow meter with grounding rings and 30' of cable for remote digital display.

11. One (1) Automatic Emulsion Polymer Blending Unit with 5 GPH progressive cavity neat pump and 1200 GPH dilution water capability.

12. One (1) Progressive cavity sludge feed pump with 10 HP TEFC drive motor capable of pumping 20 to 170 GPM at 300 RPM and 60 psi of head pressure.

13. One (1) Hot dipped galvanized equipment skid with 304 stainless steel sump pan. The equipment skid will include press, control panel, hydraulic unit, booster pump and polymer system mounted to the skid and will be pre-wired and pre-plumbed by the belt press manufacturer.

14. One (1) 36" wide x 8-foot-long discharge belt conveyor system with hydraulic motor.

The model 3DP belt press will come completely factory-assembled, tested and will be shipped skid mounted in one piece. The polymer injection device, hydraulic unit, booster pump, polymer system, sludge pump, flow meter, VFDs and electrical control panels will be mounted on the skid. The belt media, discharge conveyor and spare parts will ship separately. This quotation is for furnishing equipment only and does not include any other installation labor or field services other than checkout, start up and testing services as listed above. All installation, on-site assembly, anchorage, pads and other work required to facilitate the setting of the equipment is to be by others. All labor and material for interconnecting between the press and the auxiliary equipment not mounted on the skid is to be completed by others. **The 0.75m 3DP does not require elevated catwalks around the gravity section because the gravity zone is at operator level.**

## ITEMS NOT INCLUDED IN THIS SCOPE OF SUPPLY

1. **Unloading at the jobsite.**
2. **Installation.**
3. **Temporary Dewatering Services.**
4. **Operator platforms.**
5. **Sump grating.**
6. **Anchor bolts.**
7. **Applicable taxes of any kind.**
8. **Interconnecting plumbing and wiring.**
9. **Valves or instrumentation not specifically listed in scope of supply above.**

## SUBMITTAL DATA

Submittals will be made in the number of copies specified and will be available within 8 to 10 weeks after firm purchase order and all information is received at the factory.

## SHIPMENT

Approximate shipping weight of the 0.75m Belt Press unit is 10,000 pounds, 20,000 pounds skid mounted. Estimated shipping time is 40 to 50 weeks after receipt of submittal approval.

## FIELD SERVICE

Installation observation, testing and operator instruction services as listed above will be supplied. Additional service can be supplied at a service rate of $1,400 per day plus travel expenses.

## BUDGET PRICING

The total price for the above equipment is below in US dollars. This price includes the shipping cost to the job site or nearest unloading point. The price does not include unloading cost and applicable taxes of any kind. This quotation will be valid for sixity (60) days from the date of this proposal.

| Qty. | Description | Unit Price |
|---|---|---|
| 1 | 0.75m 3DP Belt Press - 50 PLI | $270,000 |
| 1 | PLC/OIT Control Panel | $45,000 |
| 1 | Booster Pump | $7,500 |
| 1 | Spare Parts | $9,500 |
| 1 | Freight | $12,500 |
| 1 | Start-up Services | $18,500 |
| | **Total** | **$363,000.00** |
| | **Optional & Ancillary** | |
| 1 | Polymer Blending Unit | $50,000 |
| 1 | Flow Meter | $5,500 |
| 1 | Sludge Feed Pump & VFD | $40,000 |
| 1 | Discharge Belt Conveyor | $25,000 |
| 1 | Equipment Skid | $50,000 |
| | **Total Equipment Package** | **$533,500.00** |

**TERMS**

Terms of payment are 30% at submittal approval, 60% upon shipment of equipment, and 10% upon successful startup of the equipment. The attached Conditions of Sale are hereby made a part of this proposal.

We appreciate this opportunity to extend our quotation and if we can answer questions or supply additional information, please do not hesitate to contact Dave Kachman of Kappe Associates at 301-788-7132.

Sincerely,

Dan Fronhofer
BDP Industries, Inc.

cc: A.J. Schmidt, BDP Industries, Inc.
&
Dave Kachman CEO
Kappe Associates, Inc.
C# 301-788-7132

**CONDITIONS OF SALE** - COS 5-86

GENERAL -- This contract will exist between BDP Industries, Inc. (hereafter referred to as BDP) and the buyer only when accepted in writing by an officer of BDP. The prices quoted herein are firm for a period of 180 days if a contract is entered within thirty (30) days from the date on the face of this proposal. Any amendment to this contract must by in writing and acknowledged by both parties.

TERMS OF PAYMENT – Payment is to be made on a net basis within thirty (30) days after invoice, subject to credit approval by BDP. The buyer's payment obligation is not dependent upon the buyer's receipt of payment from any other party. BDP reserves the right to invoice on partial shipments. Any balance owed by the buyer beyond thirty (30) days or more after due is subject to delinquency charges of 1.5% per month or any fraction thereof. This shall be in addition to any other amounts due and buyer shall reimburse BDP for all collection costs, including attorney's fees BDP may incur with respect to collection of past due amounts from the buyer.

TAXES -- This proposal does not include any Federal, State or Local Sales, Privilege, Use or any other taxes of any kind applicable to the sale of the equipment covered under this agreement. These taxes shall be paid by the buyer or the buyer shall provide BDP with a tax exemption certificate applicable to proper taxing authority.

SHIPMENT -- All shipment will be F.O.B. factory. Shipping estimates contained herein are based on time of receipt at BDP's factory of all details pertaining to the order which are essential to contract completion.

FORCE MAJEURE -- BDP shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its, or its subcontractors= or suppliers= control, including, but not by way of limitation, failure or delays in performance caused by strikes, lockouts or labor disputes, acts of purchaser, fires, acts of God or the public enemy, riots, incendiaries, interferences by civil or military authorities, compliance with the laws of the United States or with the orders or policies of any Governmental authority, delays in transit or delivery on the part of transportation companies or communication facilities or failure of sources of raw material. In the event of such delay, the time of delivery or completion shall be extended by a period of time equal to the period of delay plus such time as needed for start-up and/or remobilization, provided however, should the Force Majeure situation extend beyond six months the contract may be canceled by either party. Purchaser shall reimburse BDP for all costs and expenses including overhead costs which BDP may have reasonably incurred in terminating the contract, plus an amount as reasonable profits on that portions to the contract which has been completed.

WARRANTY -- BDP warrants the equipment manufactured by it to be free from defects in materials and workmanship for a period of 18 months from the date of shipment or 12 months from the date of start-up, whichever occurs first. BDP will repair or replace, at its option, F.O.B. its factory, any defective part or material, provided prompt notification is rendered in writing. The repair or replacement of items such as light bulbs, grease, oil, drive belts or chains, pump seals, etc. are not covered by this warranty and are considered normal consumption and routine maintenance items. In addition to the replacement of defective parts, BDP will also provide such labor as it deems necessary, to repair a defect in the main frame structure. BDP will not assume the cost of any modification or repair of its equipment unless it specifically gives authority for such action. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHERS. BDP MAKES NO WARRANTY AS TO FITNESS OF ITS PRODUCTS FOR PARTICULAR PURPOSE OR MERCHANTABILITY.

LIMITATION OF LIABILITY -- A. In no event, be it due to breach of any warranty hereunder or any other cause rising out of performance or non-performance of the obligations herein, whether any such breach or cause be or sound in tort, contract or otherwise, shall BDP be liable for indirect, special or consequential damages (such as, but not limited to, loss of profits, plant downtime, fines, penalties, or cost of replacement services) or suet by third parties against the purchaser (excluding suits regarding patents on title to the goods furnished hereunder). B. BDP's total cumulative liability for any and all reasons shall not exceed an amount equal to the contract price.

CLAIMS -- The buyer shall immediately inspect equipment within ten (10) days after receipt, BDP is not obligated to consider any claim for shortages or non-conformance unless notified by the buyer within ten (10) days after his receipt of the goods in question, BDP is not responsible for loss or damage in transit, however they will lend any possible assistance to the buyer in his pursuit of claim recovery.

CANCELLATION -- BDP will accept cancellation of this order upon receipt of payment for percentage of the contract equal to a percentage of the work completed. This shall be, at a minimum, 20% of the contract price.

STORAGE -- If the buyer delays shipment, then the buyer agrees to pay all invoices as they become due. The buyer further agrees to pay, in addition, storage charges computed at 1.5% per month of the invoice price of equipment stored.

PERMITS -- The buyer shall assume full cost and responsibility to obtain all permits or licenses with respect to the installation and operation of the equipment covered under this agreement. This shall include all requirements by Federal, State and Local governmental bodies.

OTHER -- This contract shall be governed in accordance with the laws of the State of New York. These conditions and terms are the only terms and conditions that will be binding upon the parties unless amended, and acknowledged, in writing by both parties. No assignment of this proposal or any purchase order resulting here from shall be binding on BDP unless accepted in writing by BDP.

ITEM 7

BDP INDUSTRIES

Manufacturer of Dewatering Systems

# Model 3DP™ Belt Filter Press

www.bdpindustries.com

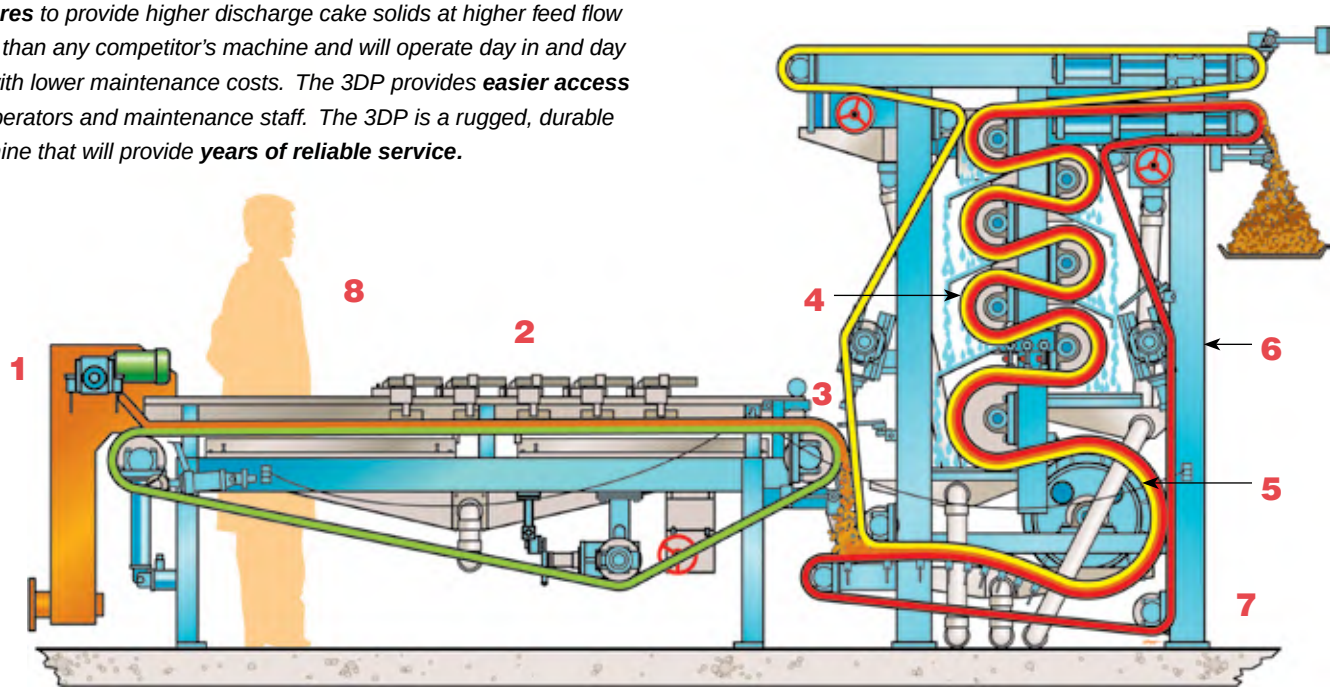


Industry Leader in Design and Manufacture of Filtration Equipment

# Higher Cake Solids and Feed Rate

## — with LOWER Maintenance Costs.

*BDP Industries' **Model 3DP Belt Press** was designed with **unique features** to provide higher discharge cake solids at higher feed flow rates than any competitor's machine and will operate day in and day out with lower maintenance costs. The 3DP provides **easier access** for operators and maintenance staff. The 3DP is a rugged, durable machine that will provide **years of reliable service.***




## Design Features

**1** **Feed Distributor:** Unique, variable speed paddle wheel provides full belt-width distribution and uniform thickness .

**2** **Independent Gravity Zone:** Allows for higher production capacity as well as higher cake solids. ***Available in standard lengths from 6 - 16 ft in 2 ft intervals.***

**3** **Spiral Wedge:** Applies increasing cake pressure over the entire length for effective expressing of filtrate with excellent cake retention.

**4** **Vertical Pressure Rolls:** Vertical arrangement allows for filtrate pans under each roll to keep filtrate from falling on adjacent rolls. This eliminates reabsorbtion of filtrate and improves discharge cake solids. Discharge height adequate for conveyor without raising press. ***Up to 12 pressure rolls are available.***

**5** **Perforated Roll:** Unique design and stainless steel construction improves dewatering and structural strength of roll.

**6** **Tubular Frame Construction:** Provides superior structural strength over channel and I-beam construction. Enhanced cleanliness. Hot-dip galvanized coating inside and out affords maximum corrosion resistance. ***Also available in stainless steel.***

**7** **Machined Mounting Pads:** All bearing and structural bolted connections are machined, tapped pads which are welded to frame. This enhances structural strength and corrosion resistance.

**8** **Overall Layout:** Gravity zone and controls located at operator level simplifies process optimization and eliminates costly platforms.

# Unique Features and How They Work

Standard two belt technology employed by most manufacturers forces a compromise in either through-put capacity or discharge cake solid concentration, because belt speed in the two zones must be the same. Three belt technology used by BDP overcomes this limitation by allowing independent speed control in each zone.

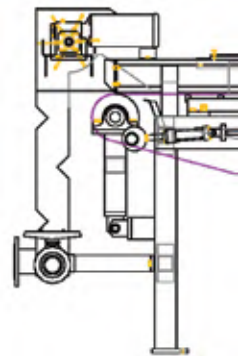
In addition significant improvements in feed distribution, wedge zone pressure gradation and effectiveness and elimination of filtrate pooling/rewetting in the pressure zone *MAXIMIZES PERFORMANCE*. The unique low profile gravity zone, tubular steel frame, machined mounting pads for bearings, and bolted connections all provide easier access for maintenance. In photo at right: notice the unique layout and lack of platforms, allowing easy access for maintenance.

The unique designs of the Gravity and Pressure Zones provide MAXIMUM PERFORMANCE.



3DP Belt Filter Press

## Upflow Adjustable Speed Paddle Wheel Feed Box



This unique design produces extremely uniform slurry distribution. Sludge enters horizontally at floor level, then transitions to vertical in the upflow conditioning tank and spreads to full belt width. Then the slurry overflows the vertical tank into the paddle wheel distributor weir trough. The adjustable speed paddle wheel pushes the slurry out of the weir trough onto the belt.

Pictured (at right) is 3.5% concentration anaerobically digested sludge; notice the even, full width distribution immediately upon leaving the feed distributor.



Feed box side view



Paddle wheel



Uniform slurry distribution

## Independent Gravity Zone

***The Model 3DP improves solids loading rate and cake solids with "Independent Gravity Zone Technology".***
Conventional two-belt press designs use a gravity zone and pressure zone with a common belt fabric and drive. Belt speed and belt fabric porosity selections are compromised in an attempt to suit both gravity zone thickening and pressure zone dewatering, reducing effectiveness.
**BDP has solved this problem.**

The 3DP "Independent Gravity Zone Technology" uses separate gravity and pressure zones. This allows "optimizing" the porosity of the belt fabric and belt speed for the gravity and pressure zones rather than being forced to make a trade-off as explained below.

By increasing belt speed through the gravity zone, a thinner cake is applied to the belt. Resistance to filtrate flow is reduced exponentially as cake thickness is reduced. More filtrate is removed, less volume is sent to the pressure zone.

Filtrate removal in the pressure zone increases as the length of time cake is under pressure increases. The independent drive and reduced volume allow the pressure zone belt speed to be reduced for optimal filtrate removal.

***Result: The Model 3DP provides higher hydraulic throughput and cake solids.***



Independent Gravity Zone

## Spiral Wedge

The problem with existing wedge layouts is that the top belt doesn't contact and apply pressure to the cake until typically 2/3 of the way through the zone. By curving the wedge profile the top belt immediately pressurizes the cake making the entire length of the zone effective. In addition, the spiral profile provides a gradual increase in pressure through the zone and forces an encapsulation of the cake to resist extrusion out the side.



Spiral Wedge




Vertical Pressure Zone

## Vertical Pressure Zone

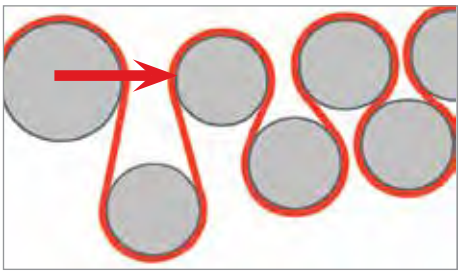
There is no pressure on the filter cake between tangent points of adjacent rolls in the pressure section of a belt press. Therefore, in a horizontal pressure roll configuration, filtrate expressed by each roll runs down the filter cloth to the lower roll and is reabsorbed *(pictured below)* decreasing discharge cake solids.

**BDP has the answer.**

With the the Vertical configuration of the Pressure Zone in the model 3DP, *(shown left)* filtrate expressed at each roll drips from the tangent point into a diversion pan; eliminating rewetting.



**BDP's vertical arrangement eliminates the problem of filtrate running off upper rolls and pooling around lower rolls.**







Perforated Roll

## Superior Perforated Roll Construction

The highest frequency of roll failures for belt presses is the perforated roll. Typical construction of perforated rolls makes them susceptible to stress fatigue failure of the steel shell where it is welded to inner stiffening rings. BDP Industries' design eliminates the potential for shell failure as the stress load is carried by a solid inner roll. This revolutionary design is the strongest in the industry.

# Model 3DP Belt Filter Press

## Frame Construction



Channel or I-Beam frame construction are problematic in that corners and ledges are created that are difficult to clean. The tubular frame of the 3DP model provide a flat easy to clean surface.

All bearings are mounted on machined pads welded to the fabricated frame. These pad are precision machined and drilled and tapped for installation of all bearings and bolted frame components.

With channel or I beam, the frame is drilled and weakened at every mounting point. The 3DP frame, on the other hand, is strengthened by tubular steel and machine mounted bearing pads.

Vent holes are strategically placed so that when the frame is hot dip galvanized, it is coated inside and out.

**Bottom line:** The Model 3DP is stronger, more corrosion resistant, and easier to clean than other machines.





Machined Mounting Pads/Tubular Steel Frame

## Overall Layout

Most other belt press designs require the belt press to be elevated due to the low cake discharge point. This requires costly platforms to provide observation of the feed distributor and gravity zone *(see below)*.



The layout of the model 3DP allows for gravity zone and controls to be located at operator level. This simplifies the process and eliminates platforms *(see right)*.



Model 3DP Belt Press

TO: John Hibschman
GMB

QUOTATION NO: CJK – KET1005
DATE: 2/6/24
SUBJECT: Mystic Harbor WWTP

**Spec Section: NA Addendums Seen: NA**

UBI is pleased to quote quantity 3 of a Size **_1_ Econo-Top** package including the following:

- UBI 405 Blower, 10 psig max pressure, 2 lobe, Viton lip seals, 50,000 HR BIO bearing life
- 15 HP 60 Htz, 230/460 Volt, 3 PH Premium Efficiency Motor
- Complete Drive Assembly & Adjustable Motor Slide Base
- Galvanized Steel l:_foam sound enclosure to meet 88 dbA@ 3' free-field
- Enclosure Style: top half
- ¼" Plate Steel Base
- 3" Inlet Silencer with Integral filter
- 3" Integral Discharge Silencer
- 2" Pressure Relief Valve
- 3"Check Valve
- 3" Flex Connector
- Pressure and Vacuum Gage
- Vibration Isolation Pads

| Description | Yes | No |
|---|---|---|
| Spare parts per spec | X | |
| Pressure Switch | | X |
| Temp. Switch | | X |
| Butterfly Valve 3" | X | |

**PERFORMANCE TO MEET: 210 ACFM@ 8.5 PSIG, *94±*_ dbA w/o Encl., 2400 RPM, 11.5 BHP, 2829 GTS, 100 °F Inlet, 100 'ELEV., 60 % RH.**

**Also Included:**

- Submittal Drawings (3-4) Days, O&M Manuals (l:l}Weeks
- Engineering & Calculations,
- Delivery estimated@ (6-8) Weeks (After approval & drawings)

**Extras:**

- Any Taxes
- Starters/VFDs/Control Panel
- Startup & Training
- For 85 DBA add $2,000

Price: 52,700 for the three (3) Lot

Weight: 1,500lbs Each

We are pleased to quote as follows:

**TOTAL PRICE**: F.O.B. points of origin with freight prepaid and add

Not Included: Wiring, piping, installation, sales or use tax or any item not specifically noted above.

We hope to have the opportunity of furnishing the above for you.

Sincerely yours,
CJ Knecht
610-283-0849
Manager KET Division
PYRZ WATER SUPPLY CO., INC.




Tarsco Bolted Tank®
a TF Warren Company

Full Service Provider of Liquid and
Dry Bolted Storage Tank Systems

# Request for Proposal

**Quote Number: 2401079**

**01/30/2024**

**Prepared for**

## Kershner Environmental Technologies,

**11 Easter Court, Suite M**

**Owings Mills, Maryland 21117**

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

## Introduction

**Buyer:**

**CJ Knecht**
**Kershner Environmental Technologies, LLC**

**c.knecht@ketllc.com**

**410-581-0555**

Tarsco Bolted Tank ("TBT"), appreciates the opportunity to provide you with the following proposal for your upcoming project. At Tarsco Bolted Tank, we approach every request for information and quote as an opportunity to earn your business and want to be sure we understand your needs and the challenges you face with your project.

Project Summary & Scope of Work:

**Site Project Location: Berlin, MD**

| Qty | Size | Material Type | Application | Insulation | Sales Tax | Price per tank | Subtotal | Freight |
|---|---|---|---|---|---|---|---|---|
| 2 | 21.54ft Ø X 19.89ft H | 304 Stainless Steel | Sludge Holding | | Not Included | $165,534.00 | $331,068.00 | $12,970.00 |
| | | | | | | **Total** | **$331,068.00** | **$12,970.00** |

*Shipping and Handling is not included in the Subtotal. Please see individual detailed quotes that follow.

For a more detailed description of activities please refer to this proposal.

We look forward to completing this work safely, with the highest quality, and on-time. Please contact us if you have any questions concerning Tarsco Bolted Tank's proposal or if we can be of any further service.

Sincerely,

John Petersen
5897 Hwy 59
Goodman, MO 64843
john.petersen@tfwarren.com

Tarsco Bolted Tank
4176580572

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

## A - Tank Description

### Two (2) New 21.54 Feet Diameter X 19.89 Feet Height 304 Stainless Steel Wastewater Storage Tank

- ☑ Product being stored - Sludge Holding
- ☑ Total Nominal Capacity - 54,200 Gallons
- ☑ Usable volume of approximately - 51,500 Gallons
- ☑ Freeboard - 12 Inches
- ☑ Deck Type - 2:12 (Comp/Tension Ring - 2 inch Rise to 12 inch Run)
- ☑ Floor Type - Concrete (Embedded Starter)
- ☑ Construction Type - Bolted
- ☑ Wage Type - Non-Union / Non-Prevailing

| Accessories Included: | | | |
|---|---|---|---|
| Quantity | Item Description | Quantity | Item Description |
| 2 | 4" Flange | 3 | 6" Flange |
| 3 | 8" Flange | 1 | 3' x 5' Step-Off Platform |
| 1 | Flush Cover 30" x 46" | 1 | 24" Roof Access Hatch |
| 1 | 24" Manway | 1 | Guardrail - Partial - OSHA Compliant |
| 1 | 20" Center Vent | 2 | Ground Lug(s) |
| 1 | Exterior ladder with fall protection system-OSHA Compliant - TBT design with no cage and no rest platforms | 1 | 2:12 Roof to be 304 Stainless |
| 1 | ALL MANWAYS TO BE 304 SS | 1 | ALL FLANGES/NOZZLES TO BE 304SS |
| 1 | EXTERNAL RAFTERS TO BE HDG | | |

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

## B - Technical Information

***Engineering and Manufacture Specifications***

| | | | |
|---|---|---|---|
| **Site Class:** | D | **Approval Drawing # of Sets:** | 3 |
| **Wind Conditions (mph):** | 134 | **Seismic Use Group:** | I |
| **Seismic S1:** | 0.043 | **Seismic SS:** | 0.086 |
| **Latitude/Longitude:** | 38.322200, -75.218400 | **Product Temperature:** | Below 135 degrees Fahrenheit |
| **Minimum Level PH:** | 3 | **Maximum Level PH:** | 11 |
| **Tank PE Stamp Required:** | Yes | **Calculations Required:** | Yes |
| **Foundation Type:** | Type 6-Concrete w/Embed | **Shipping Weight (per tank):** | 15,294 Pounds |
| **Specific Gravity:** | 1.01 | **Deck Live Load:** | 25 Pounds per Square Foot |
| **Importance Factor:** | 1 | **Steel Regulations:** | Not Required |

**1. Design Basis**

a) Proposal is based on Buyer's final engineering information being provided within two (2) weeks of award.

b) Final engineering information shall include quantity, sizes and location information for all nozzles and manholes (elevation, orientation, projections, etc.) along with the location of ladders, platforms, and stairways, including direction of the stairway and confirmation of tank coating and caulking color selection.

c) Design according to AWWA D103-19

**2. Coatings**

MILL FINISH STAINLESS STEEL - COATING - TARSCO BOLTED TANK IS OFFERING OUR STANDARD STAINLESS STEEL DESIGN TANK, WHICH HAS FABRICATED- STAINLESS STEEL COMPONENTS ONLY IN THOSE AREAS WHERE THE CONTAINED PRODUCT IS IN CONTACT WITH THE TANK MATERIAL. ALL OTHER COMPONENTS OF THE TANK MAY BE GALVANIZED- CARBON STEEL MATERIALS.

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

## C - Schedule

**Liquid Tank Schedule Terms**

a) Approval Drawing Submittal: 2 weeks for first unique tank design, subsequent unique tank designs add 1 additional week per tank after order placement and receipt of all orientation and elevation information and specifications.
b) Approval Drawing Return: Drawings must be returned to TBT within 10 business days of receipt, signed as approved or with redlines for revisions, max of 2 rounds of revisions allowed before additional charges will be incurred per change.
c) Tank Delivery: 12 to 14 weeks after approval of drawings and settlement of all detail.
d) TBT's proposed pricing and schedule does not include for any delays due to causes outside TBT's complete control, including but not limited to force majeure, strikes, political conditions, and weather. If TBT encounters any delays, the schedule will be adjusted and costs for delays will be reimbursed to TBT.
e) Hydrotest is the responsibility of the Buyer and must be completed within 30 days of erection substantial completion date.
f) Free access to work site must be provided by Buyer during daylight hours on all working days including Saturday and Sunday.

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

## D - Pricing and Terms

| | |
|---|---|
| TOTAL MATERIAL | $190,970.00 |
| TANK CONSTRUCTION PRICE | $135,598.00 |
| FOUNDATION DESIGN | $4,500.00 |
| **TOTAL PRICE** | **$331,068.00** |
| SHIPPING AND HANDLING | $12,970.00 |

**Options:**
Unloading Tank Material - ADD - $6,525.00

**Notes for Quote:**
Job: Mystic Habor

-- Tank is designed based on the following data as well as data listed in Section B "Technical DATA"of this proposal. If location or data is different design and price may change. Customer to verify for final design. a. Seismic conditions are for zip code 21811, but customer will need to verify as not 100% at time of RFQ

-- Handrails and kick plates to be epoxy coated safety yellow with all other non- wetted parts such as grating to be HDG.

-- Proposal does not include any taxes, license, and/or permits. If taxes are required they will be added on to the invoice.

-- Proposal does not include any piping or electrical unless specifically specified in this proposal, including inlet piping.

'-- Tarsco Bolted Tank will supply and install blind flanges for hydro-test. Buyer to fill tank and disposal of testing water.

-- Tarsco Bolted Tank will return if any leaks are found.

-- A minimum of 6' clearance around the tank is required for erection.

-- Foundation installation is by others unless included in this report.

-- Customer is responsible to ensure the foundation is level, smooth and structurally sufficient to support the new tank.

-- Construction is based on 10 hrs/day, 6 days per week.

- A complete, unabbreviated product composition with chemical concentrations is required to verify tank materials. Until confirmed by TBT, buyer is responsible for material suitability.

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

# Quote Number: 2401079

1. Proposal Validity - 15 Days (except for material pricing, which is subject to change until order is accepted and acknowledged by TBT. Material pricing shall remain subject to escalation until material order is accepted and acknowledged by TBT's material supplier.)

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**Unless specifically noted elsewhere in this document, pricing DOES NOT include any of the following items:**

1. **Foundation**. Foundation will be provided by Buyer, complete with orientations clearly marked.
2. **Installation.** Buyer is responsible for unloading material, hauling material from laydown yard to tank site (if required), and any other systems installation. TBT shall not be liable for any demurrage charges. The owner is to supply pictures of the orientations marked on the foundation illustrating clear and easy access to the workface prior to the mobilization of the erection crew.
3. **Site Supervision.** Supervision is provided by the field foreman performing the work. TBT has not included pricing for full-time on-site supervision of any subcontractors. The field foreman is responsible for site safety and quality. Dedicated safety or quality supervision is not included in our price.
4. **Insulation**. If included, insulation pricing does not include insulating access manways, hatches, any piping, valves, brackets, or other equipment.
5. **Piping.** Only shell penetrations are included. All other piping is provided and installed by Buyer.
6. **Electrical and Instrumentation.** Hook up and connection of electrical and instrumentation is by Buyer.
7. **Accessories**. Pricing does not include wiring, electrical, calibrations, piping and brackets excluding shell penetrations, or valves.
8. **Coatings**. Piping and piping components are uncoated on the interior.
9. **Disinfection.** Disinfection of tank is to be performed by Buyer, if required.
10. **Anchor Bolts.** Field installation of anchor bolts is the responsibility of Buyer.
11. **Special Lifting Equipment.** If moving tank after erection is required, the lifting equipment and operator will be supplied by Buyer. An engineered lift plan is not included.
12. **Taxes, Licenses, Permits, Processing Fees**. Proposal does not include any taxes, license, and/or permits. If taxes are required, they will be added on to the invoice. No bonds, permits, sales and/or use tax included unless otherwise noted. All licenses, fees, permits, taxes or any items or services not specifically mentioned are excluded.
13. **Engineering Calculation and PE Stamped Drawings**. TBT can provide calculations and/or drawings stamped by a professional engineer for specific state/province for an additional fee.

**This quote is based on the following:**

1. Unless otherwise noted, TBT has quoted its standard design, fabrication, accessories (nozzles, piping, ladders, platforms, stairways, and other attachments) and coatings. Use of anything other than TBT's standard design may require a change in price and schedule.
2. It is assumed that foundation is designed to ACI 318 Building Code Requirements and satisfies dimensions and tolerances noted in Buyer Obligations item 3 and that orientations will be marked by the Buyer before TBT mobilizes to site.
3. Construction is based on 10 hrs./day, 6 days per week work schedule. Buyer must specify if any schedule restrictions apply to this order. If so, an adjustment to price and schedule will be required.
4. TBT construction crews will comply with all Federal, State, or local governmental safety standards. Buyer shall provide any company or site-specific safety standards, rules, and regulations prior to order placement. Addition or changes to any of the above-stated safety standards, rules, or regulations after order placement may result in an adjustment to price and schedule.
5. Grating and stair treads will be hot-dipped galvanized (HDG); ladders and guardrails will be epoxy coated safety yellow.
6. Material price is based on material market value at time of proposal and is subject to raw material price increase at time of order and any applicable increase of material surcharges.
7. Installation price quoted is based on clear and easy access to the workface, and weather conditions favorable to continuous operations. An installation surcharge for labor will apply during unfavorable weather conditions.

**NOTE:**

Any items or specifications not specifically mentioned above are not a part of this quotation.
This quotation represents TBT's complete offering.

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

## Quote Number: 2401079

# TERMS AND CONDITIONS

### I. Buyer Obligations

**1. DESIGN**

Buyer shall verify design assumptions before design is finalized. Buyer must provide geotech report for TBT to provide foundation design. Changes to design after final approval by RFI, redline, or change order, shall be responsibility of Buyer.

**2. SITE CONDITIONS**

Buyer shall provide an all-weather, clear, safe, well-drained, leveled, and compacted gravel (or better) container and materials staging area adjacent (but no more than 50 feet) to the tank foundation and a working area extending 15 ft. around the tank foundation that is suitable and safe for operation of heavy equipment. Buyer shall provide and maintain a graveled or hard surface all-weather access roadway from a public road to the erection site so that loaded trucks can be driven to a point adjacent to tank foundation. Minimum clearance of eight feet is required between tanks and overhead. If work is located inside building or enclosed area, it must be noted in this Proposal. If the above conditions are not as described, TBT shall be reimbursed for inefficiencies, lost time and/or materials and equipment at the applicable T&M rates. Buyer is responsible for obtaining all necessary permits, special licenses, and government approvals for the Work.

**3. FOUNDATIONS (IF NOT IN TBT'S SCOPE OF WORK):**

Unless stated otherwise, Buyer is responsible to ensure the foundation is level, smooth and structurally sufficient to support the new tank. Top of foundation shall be within six inches of grade. If higher or on structures, price will be adjusted. It is the Buyer's responsibility to provide a level and true foundation and embedment ring, within the tolerances prescribed by AWWA D103 (or the relevant standard). TBT shall inspect levelness, roundness, and plumbness of embedment ring only. If TBT finds inaccuracies or deficiencies in foundation work done by others, or is required to alter the tanks to make them fit, Buyer shall be responsible for any delays or increased costs related to rectifying such work, and TBT shall be reimbursed for lost time and/or materials and equipment at the applicable T&M rates. If a tank embedment ring is required, Buyer shall coordinate TBT inspection of the installation of the ring prior to concrete being poured. Proper installation (including of embedded ring, if required) and roundness tolerance are the responsibility of the contractor providing concrete installation. If Buyer fails to coordinate inspection of the ring prior to concrete being poured, Buyer shall be liable for any damages resulting from any improper ring installation and any related rectification shall be excepted from Seller's warranty obligations. Location of all plumbing located within the foundation, concrete slab, or underground, is the responsibility of others, and TBT is not liable for accuracy of location related to the tank. If piers are required, they will be designed and installed by others. Unless otherwise noted, all foundation design and construction shall be the responsibility of others. Buyer shall clearly mark foundations with visible center point and cardinal orientations of 0, 90, 180, and 270 degrees and confirm same to TBT before a field erection crew will be mobilized. Buyer shall provide pictures of the finished foundation and access area to foundation for review prior to TBT erection team mobilizing to site. Buyer shall notify TBT that foundation and site conditions are in accordance with the above requirements at least 15 days prior to scheduled mobilization to site. If notification is not provided or foundation is not ready upon mobilization, Buyer shall reimburse TBT for delays and additional costs incurred and erection may be rescheduled for next available date. Foundation will be clean and clear of any obstruction, material, or equipment.

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**4. UNLOADING, INSPECTION, AND INSTALLATION:**

Buyer is responsible for unloading and inspecting shipped materials, unless shipped by container. TBT recommends the use of an 8,000 lb. forklift for most off-loading. Buyer will supply 120 volt/60 Amp AC current within 10 feet of tank foundation and necessary utilities including, but not limited to, the necessary sanitary facilities and potable drinking water as required for the performance of the contract. Buyer is responsible for supplying trash dumpster at job site and for disposing of contents of dumpster. Buyer is responsible for supply of crane if required, unless noted otherwise. Mixer to be installed and provided by others. Buyer inspection and acceptance of interior and exterior must be performed prior to erection crew leaving job site. If Buyer is not available for the final inspection at time of erection completion, TBT shall be reimbursed for re-mobilization and/or materials and equipment at the applicable T&M rates.

**5. CONTINUOUS OPERATION:**

Buyer will ensure all operations are continuous, scheduled and completed in accordance with suggested sequence throughout erection and finishing with a completed water test and inspection. Buyer shall provide free access to work site for 10-hour days and 6-day work week on all working days, including Saturday, U.S. holidays (except Thanksgiving, Christmas, and New Year's Day) and country or region-specific holidays if outside U.S.

**6. HYDRO-TEST (LIQUID TANK):**

Unless otherwise specified in the Proposal, Buyer shall provide labor, clean water free of contaminants that is compatible with Buyer's use for the tank, hoses, and adequate pumping to fill and drain the tank in less than 24 hours for the Hydro-Test and any subsequent fillings. Buyer shall ensure that hydro-test is conducted after the 7-day sealant cure period but within 30 days of tank completion. Failure to timely hydrotest shall result in waiver of warranty obligations. Buyer is responsible for supply and disposal of water and any tank cleaning required before or after testing. Buyer is responsible for any damage caused to tank by hydrotest water.

**7. EXTERIOR WATERSPRAY TEST (DRY SILO):**

If a spray test is specified in this Proposal, and unless otherwise specified, upon 7 days' prior notice for water test to begin, Buyer will provide enough hose and water at necessary pressure (30-60 psi) to reach to the top of the silo(s) for any exterior water spray test.

**8. BUYER'S INSURANCE:**

The Buyer will obtain insurance and indemnify TBT against loss by wind, fire, lightning, removal, and all extended coverage perils, theft, vandalism, and malicious mischief, earthquake, negligence, breach of contract and any other insurance which the Buyer deems necessary upon the work, for the full insurable value thereof. Additional expense by theft will be reimbursed to TBT by Buyer. Cost of security guards, if required, to be paid by Buyer. TBT is to be named as an additional insured and a certificate of insurance is to be provided at the time the order is accepted.

## II. Tarsco Bolted Tank Obligations

1. TBT will perform the Work in accordance with this Proposal.
2. TBT will ship embedded starter ring separately and prior to tank shipment. A TBT supervisor shall supervise the installation of the embedded starter ring prior to concrete being poured, if required.
3. TBT will supply and install blind flanges for hydro-test, if required. If any leaks are found during hydro-testing, TBT will return to site to repair the leaks.
4. If required for dry silos, TBT shall perform an exterior spray water leak test designed to simulate a driving rainstorm if sufficient free, clean potable water is available at time of erection completion.

Tarsco Bolted Tank®
a TF Warren Company

**Quote Proposal**

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## III. Additional Terms and Conditions

**1 SHIPPING AND HANDLING:**

EXW Goodman. Prepaid and added.

**2 CHANGES:**

If the Buyer orders extra work or makes changes by altering, adding to, or deducting from the Work set forth in this quote, including any changes to the facts and assumptions, TBT may adjust the price and any completion date quoted accordingly. The price adjustment may include but not be limited to engineering, shipping, manufacturing, materials, construction, project management, and administration expense. All changes will be due Net 15.

**3 CANCELLATION OR TERMINATION OF ORDER:**

In the event Buyer cancels or terminates the order, payment for all payment milestones achieved and costs incurred plus reasonable overhead and profit on other payment milestones shall be due within 30 days. Cancellation must be received in writing.

**4 PAYMENTSCHEDULE AND PRICING VALIDITY:**

**Payment Schedule (Order IS Subject to Material Pricing Escalation*)**

- **a)** Receipt of Order or Letter of Intent – Down payment of 30% of material price due upon receipt.
- **b)** Submission of Approval Drawings to Buyer – 50% of material price due N15.
- **c)** First Load Ready to Ship – 20% of material price due N15
- **d)** Tank Construction – 50% of construction price due upon mobilization to site and 50% billed progressively every two weeks based on percentage of completion due N15.
- **e)** Shipping and Handling: EXW Goodman. Prepaid and Added. Due N15 after completion of shipping.
- **f)** Optional Pricing:
  - **i)** Foundation Design – 100% due N15 after submission of drawings to Buyer
  - **ii)** Calculations and/or Stamped Drawings – 100% due N15 after submission to Buyer
  - **iii)** Insulation
    - **(1)** Down payment – 30% of insulation material pricing due upon receipt
    - **(2)** Submission of Approval Drawings to Customer – 50% of insulation material price due N15
    - **(3)** First Load Ready to Ship – 20% of insulation material price due N15
    - **(4)** Installation – 50% of installation price due upon mobilization to site and 50% billed progressively every two weeks based on percent completion due N15.
  - **iv)** Bonds or Letter of Credit – 100% due upon receipt of order or letter of intent
  - **v)** Extended Warranty – 100% due upon substantial completion.
- **g)** Material Storage – Fabricated material may be stored for an additional price of $190 per week or $600 per month per truck load quantity, beginning two weeks after original erection start date. Monthly billings for storage will be due N15 from receipt.
- **h)** Additional Mobilizations – Pricing includes one mobilization to site for installation and any mobilizations necessary for warranty work. If TBT is required to make an additional mobilization due to Buyer's actions or inaction, Buyer shall pay an additional mobilization fee due N15.
- **i)** International Sales - For all international sales, unless otherwise specified herein, Buyer shall make payment in full before TBT is obligated to ship any materials to Buyer.

* Due to current market volatility, material escalation (if any) will be based on the price of the material at the date of this Proposal. Any increases in material costs between date of this Proposal and material procurement will be to Buyer's account. Note: Material is typically procured 2 weeks after order is received.

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**5 PAYMENTTERMS:**

TBT shall not begin performing the Work until initial down payment is received. TBT reserves the right to delay engineering, tank manufacturing, shipping and erection if invoice(s) are not paid in accordance with stated terms and payment schedule. All terms of payment are subject to approval by TBT's Credit Department. "Pay when Paid" terms are not accepted. TBT shall not be liable for liquidated damages or any other damages associated with delay. Past due invoices will be charged a service charge of 1.5% per month.

**6 FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations if and to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure event means, in relation to either party, any event or circumstance beyond the reasonable control of that party, including act of God, fire, explosion, flood, epidemic, power failure, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes (other than in respect of the workforce of the party affected). Force majeure shall not be an excuse for failure to make payment. A party affected by the Force Majeure (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations as soon as reasonably possible.

**7 LIABILITY AND INDEMNITY**

TBT's liability shall be limited to half the Total Price. TBT will not be responsible for damage to personnel, automobiles, or machines within 200 feet of erection site. TBT shall not be liable for remote or speculative damages or for consequential damages or loss, including special, indirect, punitive, or exemplary damages. TBT will only be liable for its own negligence. Buyer shall indemnify, defend, and hold TBT harmless from and against any claims, causes of action, liabilities, expenses, losses and/or damages, including legal fees and costs incurred by TBT, its agents, customers, or other vendors, and its respective affiliates, officials, directors, officers, agents, and employees, arising from or resulting in any way from: (a) any negligence or willful misconduct of the Buyer; (b) any act or omission of Buyer, its agents, employees, or subcontractors; (c) any misrepresentation or breach of any representation, warranty, obligation, or covenant by Buyer; (d) any alleged infringement of any intellectual property, including patents, copyrights, trademarks, or trade secrets by Buyer; (e) any disputes among unions or trade organizations representing employees of the Buyer or its subcontractors in connection with performance of the Work; or (f) any claims by subcontractors of Buyer.

**8 WARRANTY**

**a) Manufacturer Warranty.** If TBT does not perform installation as part of the Scope of Work, TBT warrants that the Material provided for the Scope of Work shall meet the specifications contained herein and will be free from defects due to faulty workmanship or materials for a period of 12 months from delivery. TBT makes no other warranty, express or implied, concerning the Material provided for the Scope of Work.

**b) Installation Warranty.** If TBT performs installation as part of the Scope of Work, TBT warrants that the installation shall meet the specifications contained herein, be done in a good and workmanlike manner, and be free from defects due to faulty workmanship or materials for a period of 12 months from substantial completion of tank installation. TBTs makes no other warranty, express or implied, concerning any installation portion of the Scope of Work.

**c) Warranty Limitations.** The warranties included herein shall be void if Buyer transfers ownership of the tank, uses the tank to store materials that are different from those identified herein, fails to timely hydro-test the tank, fails to properly operate or maintain the tank, dismantles or moves the tank, repairs or alters the tank without obtaining TBT's prior written approval, fails to sign the tank/contract completion form, or fails to pay all amounts owed for the Work. The warranties included herein do not cover routine maintenance or normal wear and tear.

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**9 DISPUTE RESOLUTION**

In the event of any disputes, controversies, or claims arising out of or related to the Work, senior representatives of the parties shall meet to attempt to resolve said dispute within 30 days of written notice of the dispute. If the dispute is not resolved through said negotiation, then the parties shall refer the dispute to mediation with an agreed mediator. If the parties are unable to resolve the dispute through mediation within 60 days of designation of the mediator, then either party may proceed to litigation. The governing law of this agreement shall be the laws of the State of Texas without regard for its conflict of laws principles. The venue shall be a court of proper jurisdiction in Montgomery County, Texas or Harris County, Texas. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP.

**10 PRECEDENCE:**

If there are any conflicts between plans, specs, purchase order, contract or any other of Buyer's documents and this quote, this quote shall govern.

**Please sign, date and return to john.petersen@tfwarren.com to place an order for this quote.**

_____ _____

**Authorized Signature** **Date**

Name:

Title:

For Buyer: Kershner Environmental Technologies, LLC

**TECHNICAL BROCHURE**
B3888D3




**FEATURES**

**Impeller:** Cast iron, ASTM A48, Class 30, two vane semi-open, non-clog design with pump out vanes for mechanical seal protection. Balanced for smooth operation. Silicon bronze impeller is an option.

**Casing:** Heavy duty gray cast iron, ASTM A48, Class 30. Volute type casing with 3", 125#, ANSI flanged, horizontal discharge. Compatible with A10-30 cast iron or A10-30B cast iron and brass (non-sparking) guide rail assembly.

**Dual Mechanical Seals:** Silicon carbide vs. silicon carbide outer seal and ceramic vs. carbon inner seal, stainless steel metal parts, BUNA-N elastomers. Upper and lower shaft seals are positioned independently and are separated by an oil-filled chamber.

**Shaft:** 300 series stainless steel keyed design.

**Fasteners:** 300 series stainless steel.

Capable of running dry temporarily without damage to seals or motor.

# WS_D3 Series

## Model 3888D3

SUBMERSIBLE SEWAGE PUMPS

GOULDS WATER TECHNOLOGY
a xylem brand

## APPLICATIONS

Used in a variety of residential, commercial and industrial applications such as:

- Sewage systems, Flood and Pollution Control, Dewatering/Effluent, Farms, Hospitals, Trailer Courts, Motels

## SPECIFICATIONS

**Pump:**

- Maximum solid size: 2.5"
- Discharge size: 3", 125 # ANSI flange
- Maximum capacity: 470 GPM
- Maximum total head: 65 feet
- 300 Series stainess steel fasteners
- 20' Power cord
- Standard silicon carbide/silicon carbide outer seal

**Motor:**

- Maximum ambient temperature: 104° F (40° C) continuous duty, 140° F (60° C) intermittent duty
- Rated for continuous duty when fully submerged
- Insulation: Class F
- 60 Hertz
- Single row ball bearings
- 300 Series stainless steel keyed shaft

**Single Phase:**

- 1.5 - 5 HP; 208 and 230 volts
- Built-in thermal overloads with automatic reset
- Built-in capacitors

**Three Phase:**

- 1.5 - 5 HP; 200, 230, 460 and 575 volts
- Class 10 overload protection must be provided in control panel

## MOTORS

- Fully submerged in oil-filled chamber: High grade turbine oil surrounds motor for more efficient heat dissipation, permanent lubrication of bearings and mechanical seal for complete protection against outside environment.
- Class F insulation
- Designed for Continuous Operation: Pump ratings are within the motor manufacturer's recommended working limits and can be operated continuously without damage when fully submerged.
- Bearings: Upper and lower heavy duty ball bearing construction for precision positioning of parts and to carry thrust loads.
- Power Cable: Severe duty rated, oil and water resistant. Epoxy seal on motor end provides secondary moisture barrier in case of outer jacket damage and to prevent oil wicking. 20 foot standard with optional lengths available.
- O-ring: Assures positive sealing against contaminants and oil leakage.

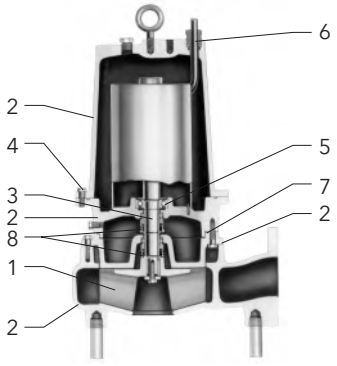
## AGENCY LISTINGS

Tested to UL 778 and CSA 22.2 108 Standards
By Canadian Standards Association
File #LR38549

## MODEL AND MOTOR INFORMATION

| Order Number | HP | Phase | Volts | RPM | Impeller Diameter (in.) | Maximum Amps | Locked Rotor Amps | KVA Code | Power Cable | Full Load Motor Efficiency % | Resistance | | Weight (lbs.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Start | Line-Line | |
| WS1518D3M | 1.5 | 1 | 208 | 1750 | 5.25 | 15.0 | 50.8 | B | 14/3 | 80 | 1.1 | 0.9 | 192 |
| WS1512D3M | | | 230 | | | 12.5 | 29.5 | E | | 70 | 1.4 | 1.8 | |
| WS1538D3M | | 3 | 200 | | | 11.5 | 40.9 | H | 14/4 | 81 | NA | 1.7 | 190 |
| WS1532D3M | | | 230 | | | 10.0 | 40.0 | F | | 83 | | 2.3 | |
| WS1534D3M | | | 460 | | | 5.0 | 20.0 | F | | 83 | | 9.3 | |
| WS1537D3M | | | 575 | | | 4.0 | 14.4 | H | | 74 | | 14.8 | |
| WS1518D3 | | 1 | 208 | | 6.50 | 15.0 | 50.8 | B | 14/3 | 80 | 1.1 | 0.9 | 192 |
| WS1512D3 | | | 230 | | | 12.5 | 29.5 | E | | 70 | 1.4 | 1.8 | |
| WS1538D3 | | 3 | 200 | | | 11.5 | 40.9 | H | 14/4 | 81 | NA | 1.7 | 190 |
| WS1532D3 | | | 230 | | | 10.0 | 40.0 | F | | 83 | | 2.3 | |
| WS1534D3 | | | 460 | | | 5.0 | 20.0 | F | | 83 | | 9.3 | |
| WS1537D3 | | | 575 | | | 4.0 | 14.4 | H | | 74 | | 14.8 | |
| WS2018D3 | 2 | 1 | 208 | | 7.00 | 19.0 | 50.8 | B | 14/3 | 80 | 1.1 | 0.9 | 196 |
| WS2012D3 | | | 230 | | | 16.0 | 36.9 | D | | 75 | 1.4 | 1.5 | |
| WS2038D3 | | 3 | 200 | | | 11.5 | 40.9 | H | 14/4 | 81 | NA | 1.7 | 194 |
| WS2032D3 | | | 230 | | | 10.0 | 40.0 | F | | 83 | | 2.3 | |
| WS2034D3 | | | 460 | | | 5.0 | 20.0 | F | | 83 | | 9.3 | |
| WS2037D3 | | | 575 | | | 4.0 | 14.4 | H | | 74 | | 14.8 | |
| WS3018D3 | 3 | 1 | 208 | | 7.25 | 25.5 | 50.8 | B | 10/3 | 80 | 1.1 | 0.9 | 205 |
| WS3012D3 | | | 230 | | | 21.5 | 46.4 | C | | 79 | 1.0 | 1.0 | |
| WS3038D3 | | 3 | 200 | | | 15.2 | 53.8 | G | 10/4 | 85 | NA | 1.3 | 200 |
| WS3032D3 | | | 230 | | | 12.0 | 49.5 | H | 14/4 | 83 | | 1.9 | |
| WS3034D3 | | | 460 | | | 6.0 | 24.8 | H | | 83 | | 7.5 | |
| WS3037D3 | | | 575 | | | 4.8 | 17.3 | G | | 78 | | 11.6 | |
| WS5012D3 | 5 | 1 | 230 | | 8.00 | 26.5 | 57.7 | A | 10/3 | 80 | 1.0 | 0.8 | 210 |
| WS5038D3 | | 3 | 200 | | | 18.8 | 73.9 | F | 10/4 | 84 | NA | 0.9 | 205 |
| WS5032D3 | | | 230 | | | 16.4 | 63.6 | E | | 85 | | 1.2 | |
| WS5034D3 | | | 460 | | | 8.2 | 31.8 | E | 14/4 | 85 | | 4.8 | |
| WS5037D3 | | | 575 | | | 6.8 | 22.8 | E | | 80 | | 7.1 | |

## MATERIALS OF CONSTRUCTION



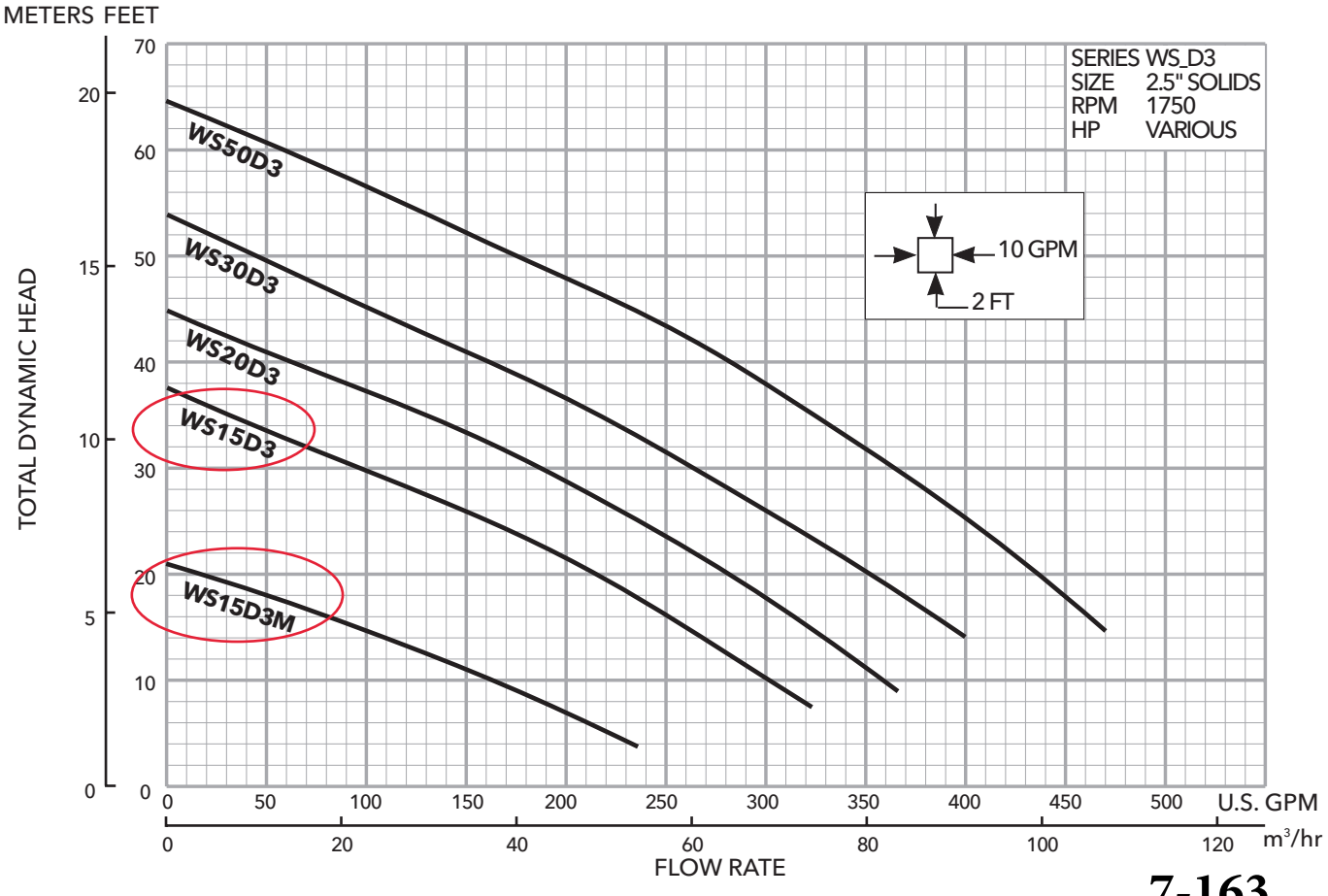

| Item No. | Part Name | Material | |
|---|---|---|---|
| | | Standard | Optional |
| 1 | Impeller, non-clog | 1003 | 1179 |
| 2 | Castings | 1003 | |
| 3 | Shaft-keyed | 300 Series SS | |
| 4 | Fasteners | 300 Series SS | |
| 5 | Ball bearings | Steel | |
| 6 | Power cable | STOW, 20 feet | Additional lengths |
| 7 | O-ring | BUNA-N | |

| 8 | Outer Mech. Seal | Service | Rotary | Stationary | Elastomers | Metal Parts |
|---|---|---|---|---|---|---|
| | OPT | Heavy duty | Silicon Carbide | Tungsten Carbide | BUNA-N | 300 Series SS |
| | STD | Mild abrasives | Silicon carbide | | BUNA-N | 300 Series SS |

| Material Code | Engineering Standard |
|---|---|
| 1003 | Cast iron – ASTM A48 Class 30 |
| 1179 | Silicon bronze – ASTM C87600 |

## PERFORMANCE RATINGS (gallons per minute)

| Series No. ▶ | | WS15D3M | WS15D3 | WS20D3 | WS30D3 | WS50D3 |
|---|---|---|---|---|---|---|
| HP ▶ | | 1½ | 1½ | 2 | 3 | 5 |
| RPM ▶ | | 1750 | | | | |
| Total Head Feet of Water | 10 | 160 | 300 | | | |
| | 15 | 90 | 260 | 320 | | |
| | 20 | | 210 | 280 | 350 | 435 |
| | 25 | | 160 | 235 | 310 | 400 |
| | 30 | | 100 | 185 | 265 | 360 |
| | 35 | | | 130 | 210 | 325 |
| | 40 | | | 60 | 160 | 280 |
| | 45 | | | | 100 | 230 |
| | 50 | | | | | 170 |
| | 55 | | | | | 115 |
| | 60 | | | | | 60 |

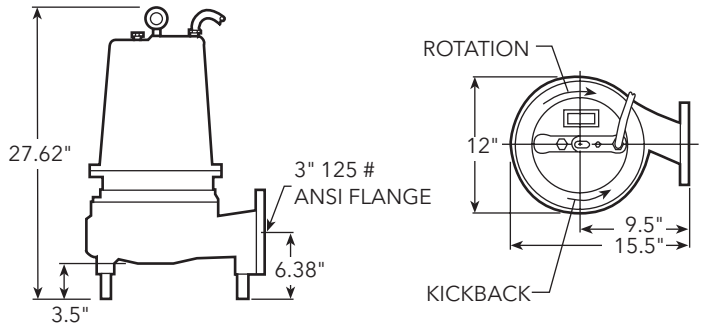


## APPLICATION DATA AND CONSTRUCTION DETAILS

| | | |
|---|---|---|
| Maximum Solid Size | | 2.5" |
| Minimum Casing Thickness | | 5/16" |
| Casing Corrosion Allowance | | 1/8" |
| Maximum Working Pressure | | 30 PSI |
| Maximum Submergence | | 50 feet |
| Minimum Submergence | | Fully submerged for continuous operation |
| | | 6" below top of motor for intermittent operation |
| Maximum Environmental Temperature | | 40° C (104° F) continuous operation, 60° C (140° F) intermittent operation |
| Power Cable – Type (See Motor Information for AWG data/size.) | | Type SJTOW: single phase, 1½ and 2 HP |
| | | Type STOW: single phase, 1½ – 3 HP and 5 HP, 460 V |
| | | Type STOW: single phase, 3 and 5 HP, three phase 5 HP, 230 V |
| Motor Cover, Bearing Housing, Seal Housing, Casing | | Gray Cast Iron – ASTM A48, Class 30 |
| Impeller – Standard, Optional | | Gray Cast Iron – ASTM A48 or Cast Bronze – ASTM B584 C87600 |
| Motor Shaft | | AISI 300 Series Stainless Steel |
| Motor Design | | NEMA 56 Frame, oil filled with Class F Insulation |
| Motor Overload Protection | | Single phase: on winding thermal overload protection auto reset |
| | | Three phase: requires Class 10 overloads in control panel |
| External Hardware | | 300 Series Stainless Steel |
| Impeller Type | | Semi-open with pump out vanes on back shroud |
| Oil Capacity – Seal Chamber | | 1.5 quarts |
| Oil Capacity – Motor Chamber | | 1½-5 HP single and three phase: 7 quarts |
| Mechanical Seals – Standard | Upper | Carbon/Ceramic; Type 21 |
| | Lower | Silicon Carbide/Silicon Carbide; Type 31 |
| Mechanical Seals – Optional Lower | | Silicon Carbide/Tungsten Carbide; Type 31 |

## DIMENSIONS

(All dimensions are in inches. Do not use for construction purposes.)




xylem
Let's Solve Water

Xylem, Inc.
2881 East Bayard Street Ext., Suite A
Seneca Falls, NY 13148
Phone: (866) 325-4210
Fax: (888) 322-5877
www.xyleminc.com/brands/gouldswatertechnology

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# Appendix H:

# Sewage Sludge Utilization (SSU) Permit Sample

**C. Civil or Criminal Liability:**

Nothing in this permit shall be construed to preclude the institution of any legal action nor relieve the permittee from civil or criminal responsibilities and/or penalties for non-compliance with Title 9 of the Environment Article, Annotated Code of Maryland, or any federal, local or other State laws or regulations.

**D. Right of Entry:**

The permittee shall ensure that the Secretary of the Maryland Department of the Environment, or the local health official, or their authorized representatives are permitted, at reasonable times and upon presentation of credentials to:

1. Enter upon the permittee's premises or where any records are required to be kept under the terms and conditions of this permit;

2. Have access to and copy any records required to be kept under the terms and conditions of this permit;

3. Inspect any collection, transport vehicles, treatment, pollution management, or control facilities required under this permit;

4. Perform any activities to determine compliance status with the terms and conditions of this permit or the applicable regulations; and

5. Obtain any photographic documentation or evidence.

**E. Transportation:**

1. The permittee is authorized to transport sewage sludge as specified in the SSU Permit Application and its supporting documents referenced in Part I of this permit.

2. The haul route shall be in accordance with a plan as specified in the SSU Permit Application and its supporting documents referenced in Part I of this permit.

3. Liquid sewage sludge (with solids content less than 15%) may be pumped and transported by pipeline. If liquid sewage sludge is transported by truck, rail, or barge, the permittee shall use closed watertight vessels such as tank trucks and railroad tank cars.

4. Sewage sludge cake with solids content between 15 and 20% may be transported in watertight boxes, such as dump trucks or dump trailers properly sealed to prevent leaks, or closed body vehicles (such as concrete

mixer trucks). When sewage sludge cake is transported in dump trucks or dump trailers, the permittee shall comply with the following standards:

a. The trucks shall be equipped with metal splash guards firmly attached horizontally at the front and rear of the trailer;

b. Each splash guard shall cover at least 25% of the trailer's open area and have no gaps through which sewage sludge may escape; and

c. A minimum two feet of freeboard shall be maintained between the sewage sludge and the top of the trailer unless the top of the trailer is completely sealed.

5. Sewage sludge cake with solids content between 20 and 35% may be transported in watertight boxes, such as dump trucks or dump trailers properly sealed to prevent leaks, or closed body vehicles (such as concrete mixer trucks). When sewage sludge cake is transported in dump trucks or dump trailers, the permittee shall comply with the following standards:

a. The permittee shall ensure that the transporting trucks are equipped with metal splash guards firmly welded horizontally to the front and rear body of the trailer. Each splash guard shall cover at least four feet of the length of the trailer. No gaps through which sewage sludge may escape shall exist between the splash guards and the trailer body;

b. A medium to heavy-duty solid vinyl tarp shall cover the open area of the trailer and shall overlap the splash guards horizontally by a minimum of one foot. The tarp shall be drawn tightly across the top of the trailer and be firmly held in place with straps that are attached to ratchets bolted to the trailer. The tarp shall cover the top of the trailer so that there is no vertical gap through which sewage sludge may escape between the tarp and the sides of the trailer, or the tarp and the splash guards;

c. For sewage sludge cake with solids content between 20 and 25%, a minimum of two feet of freeboard must be maintained between the sewage sludge and the top of the transport vehicle.

d. For sewage sludge cake with solids content between 25 and 35%, a minimum of one foot of freeboard must be maintained between the sewage sludge and the top of the transport vehicle.

6. Dried sewage sludge (with solids content greater than 35%) may be transported in open boxes, such as dump trucks, which are properly sealed to prevent leakage. The permittee shall cover the trucks with tarps or the equivalent.

7. The permittee shall clean the transport vehicle(s) on site to prevent drag-out of dirt or sewage sludge onto public roads. In the event dirt or sewage sludge is tracked out onto the roads, the permittee shall immediately initiate clean-up activities.

8. The permittee shall have available in the cab of each transport vehicle(s) a copy of page one of this SSU Permit, and a copy of the sewage sludge analysis report that was submitted to the Department as part of this permit application submittal.

**F. Spill Control:**

1. The permittee shall report to the Department, within one hour of becoming aware of its occurrence, any spills or unauthorized discharges of sewage sludge occurring either in transit or due to site conditions at either (410) 537-3315 during working hours, or at (866) 633-4686 during non-working hours.

2. In the event of a spill, the permittee shall ensure that cleanup procedures are initiated as soon as possible, but no later than two hours after becoming aware of the spill. The permittee shall complete the cleanup to the satisfaction of the Department.

**G. Recordkeeping and Reporting Requirements:**

1. The permittee shall keep all records required by this permit and the following information:

   a. The source(s) and type(s) of sewage sludge that was transported;

   b. The quantity, including documentation, of the sewage sludge that was transported;

   c. The types of treatment the transported sewage sludge received;

   d. The dates of transportation of treated and untreated sewage sludge;

   e. The destinations and final utilization of treated and untreated sewage sludge;

   f. Descriptions of problems encountered and their solutions;

ATTACHMENT B

FINAL

# MYSTIC HARBOR WASTEWATER TREATMENT PLANT

# STORAGE BUILDING FEASIBILITY STUDY



MARCH 2022

GMB FILE NO. 210218

GMB
GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115

SALISBURY/BALTIMORE/SEAFORD

## PART 1 – EXECUTIVE SUMMARY

Worcester County hired George, Miles, and Buhr to perform a building analysis on the storage building at Mystic Harbor Wastewater Treatment Plant. The main purpose of the study was to examine the existing MEP systems necessary for upgrades, perform structural examinations of the building to determine the best repair strategies and to prepare conceptual aesthetic studies, code review and general renovation recommendations. A conceptual estimate and code review has been provided to assist in future budget planning.

This is a report of our findings and site observations made on September 16, 2021. We performed a detailed, but non-invasive, inspection of the Mystic Harbor Storage Building. Where construction could not be confirmed by cursory visual inspection, we have assumed the construction based on our past experiences with buildings of similar construction and age and existing building drawings received from the county.

We have supplemented our work with photos illustrating the general overall condition of the building and areas of concern.

Recommendations for solutions and improvements that have been made in this report are conceptual and depict a possible future design based on input from Worcester County. A revised solution and cost estimate was provided in January 2022 based on additional Worcester County feedback that differed from the original scope.

The estimates of cost shown are intended to suggest the comparative scale of probable cost future repairs and improvements as described herein. The costs have been assembled using industry recognized square foot methods and reflect current day construction for buildings of similar size, type and complexity as this building. They do not represent an actual design and should only be used as a tool for future budgeting by Worcester County, Maryland. Additional factors such as inflation, scheduling of construction and burden of external pressures such as COVID-19 will need to be accounted for once the final design is initiated.

## PART 2 – EXISTING CONDITIONS SURVEY

### GENERAL

The Mystic Harbor Storage Building is a 3,696 square foot concrete masonry building with wood truss framed roof. The building was built in 1975 and was formerly the treatment plant building. The building contains many raised equipment pads, abandoned electrical equipment and various other items not in use. The building also has a below grade metal tank the has been cut off at finish floor level and filled with concrete located in the southeast corner of the building. It also has a raised room once used as a chemical room. The building has been left unused for over ten years and will require significant renovation for upgrade and rehabilitation.

### BUILDING SHELL

Overall, the masonry appears in acceptable condition with a few holes that would need to be patched and minor repointing of masonry mortar. The existing condition of the roof shingles were hard to evaluate but there is some discoloration at a minimum. The existing pre-engineered wood roof trusses do not have hurricane ties and hold-down straps/anchorage were not observed at wall. Some truss tails are damaged in areas and will require repair. Most of the gutters and downspouts are missing and the fascia boards are exposed and mostly deteriorated. The hinged doors appear to be in fair to good condition, but the overhead sectional door is in poor condition and should be replaced. Rust was observed on the steel lintel above the overhead door and the opening has been parged indicating a potential underlying condition that was not visible at the time of the site visit. Cracks were observed above the overhead door which appeared to be stress related and should be further evaluated.

### INTERIOR

The interior exhibits signs of flooding with standing water on the existing slab at the time of this survey. There are multiple sheets of drywall missing from the ceiling and the rest of ceiling is peeling. A portion of the interior masonry wall has been damaged at the interior opening. The stairs and railings are not code compliant.

### SITE

The grading on the south side of the building creates a positive flow away from the building but is still prone to flooding during extreme weather events. There is a propane tank and gas connection on this facade.

The west side has a couple of electrical transformers with the grade sloping toward the overhead sectional door in the middle of the west wall creating a negative drainage condition

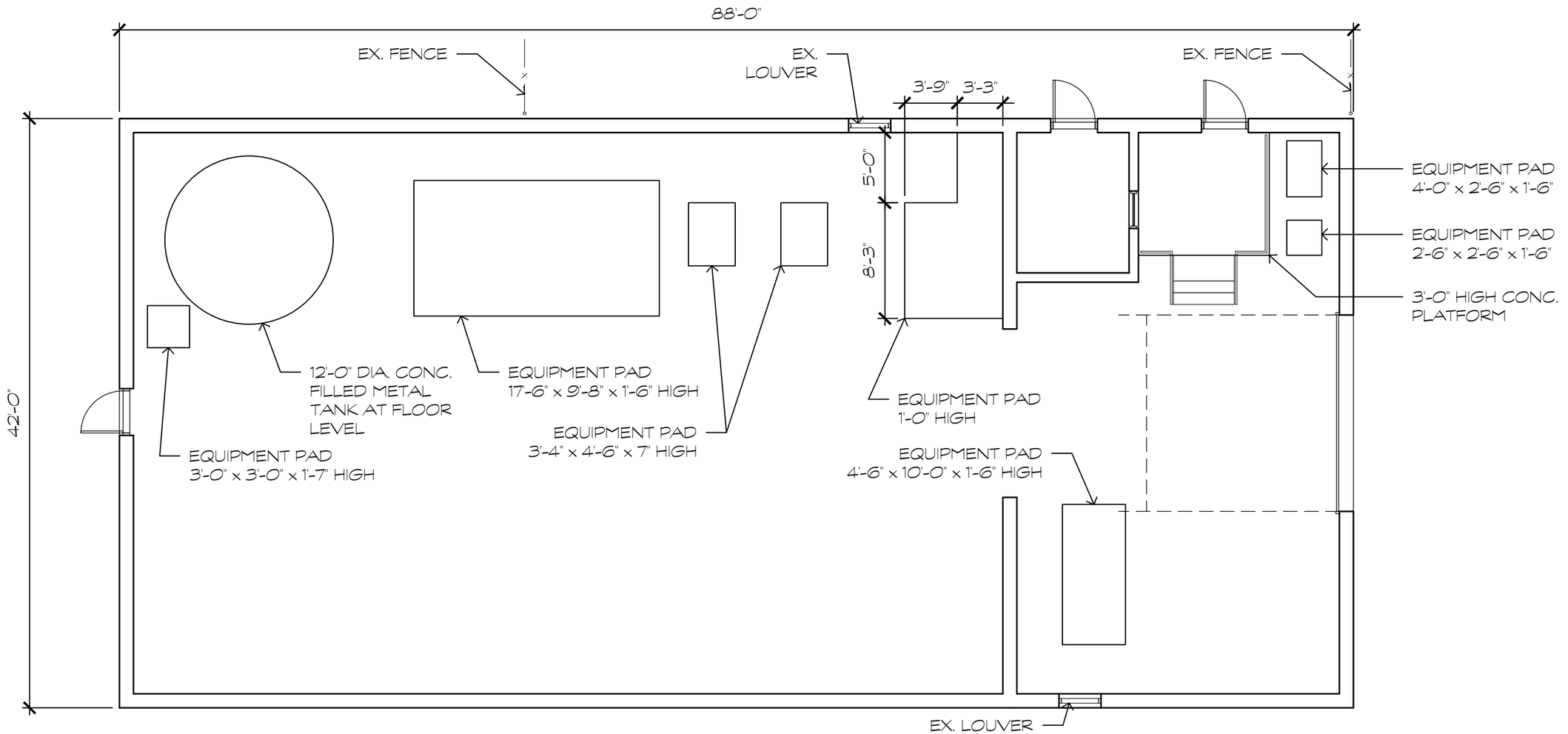
The north side of the building has the highest grading and likely has contributed to the ongoing water migration problems inside the building. The exterior grading in some locations is

higher than the inside slab elevation. About two-thirds of this elevation has a fenced in area housing the new emergency radio tower and equipment. The east side of the building grade slopes significantly to the hinged door in the center of the wall.

**CODE**

The building is zoned residential (R-4) with an occupancy classification of Storage (S-1). No bathroom is provided inside the building, but we have suggested a future location and estimated the cost of stubbing a gravity sewer and water line for the future renovation. A new toilet room is not required by code. The renovated building will only be used for storage by the county.

**END OF SECTION**




1 EXISTING FLOOR PLAN

1/8" = 1'-0"

N

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MYSTIC HARBOR -
STORAGE BUILDING
OCEAN CITY, MARYLAND

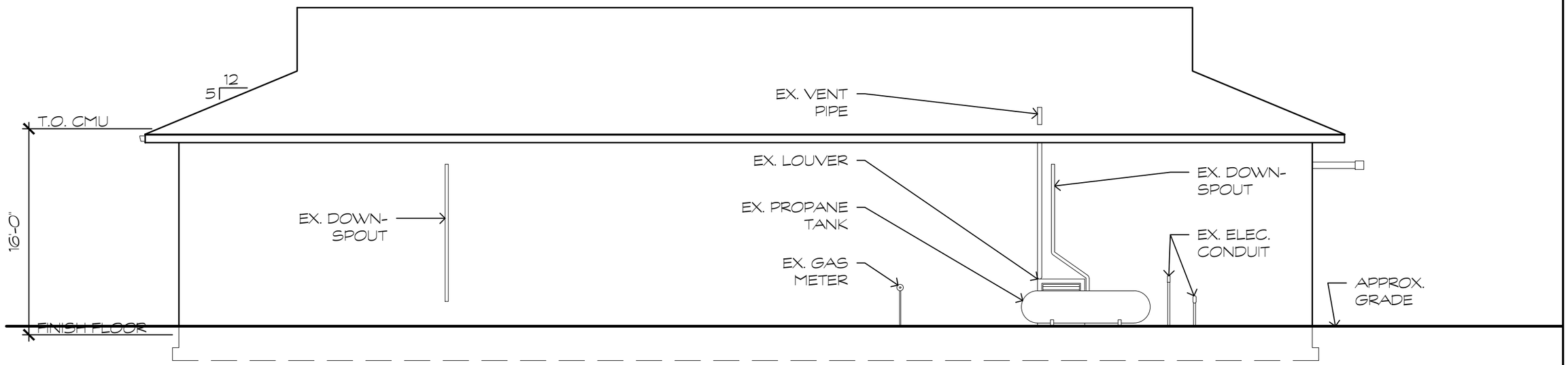
EXISTING
FLOOR PLAN

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 210218 |
| DATE | : 9-17-21 |

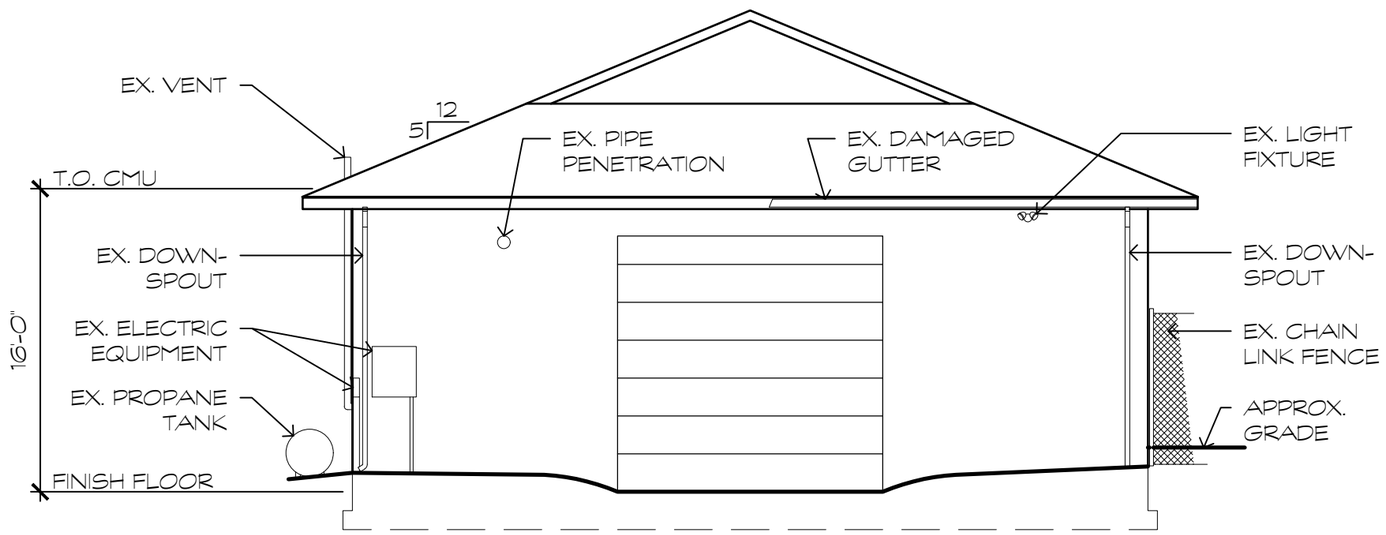
EX1.1



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NORTH ELEVATION




WEST ELEVATION

1 EXISTING ELEVATIONS

1/8" = 1'-0"

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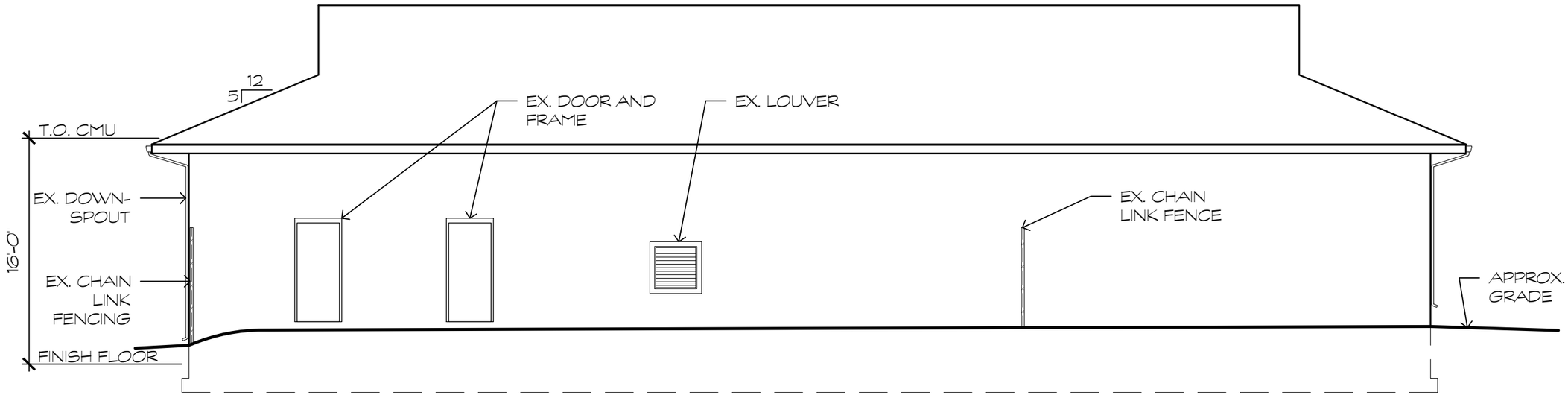
EXISTING
ELEVATIONS

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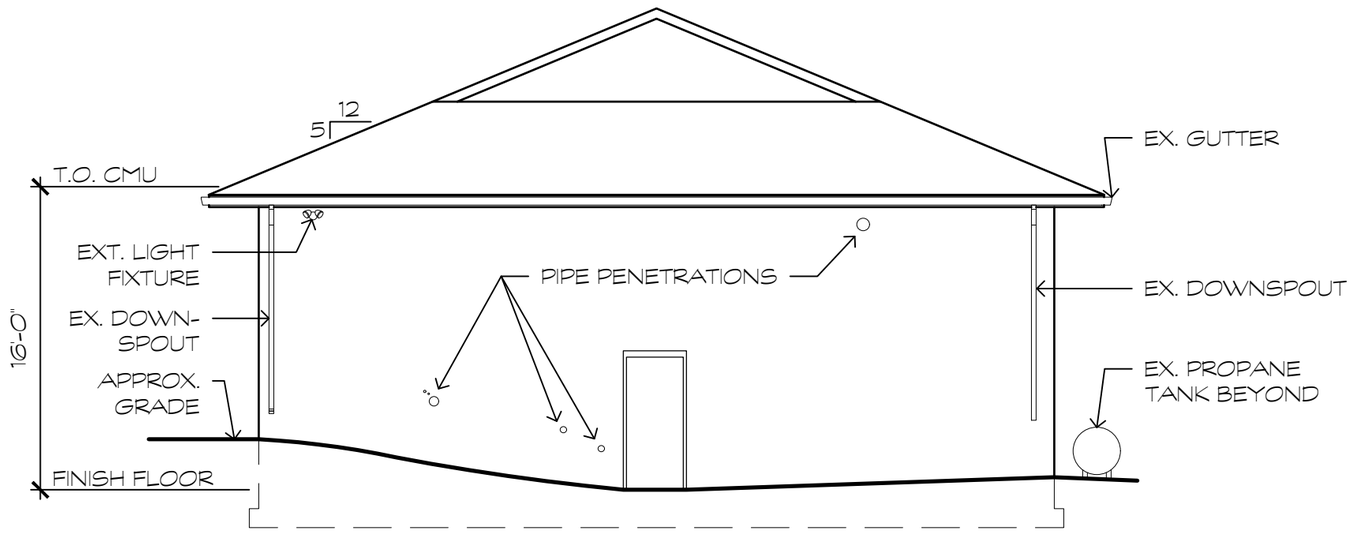
EX2.1



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SOUTH ELEVATION




EAST ELEVATION

1 EXISTING ELEVATIONS

1/8" = 1'-0"

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EXISTING ELEVATIONS

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| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 210218 |
| DATE | : 9-17-21 |

EX2.2



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ARCHITECTS / ENGINEERS

# STORAGE BUILDING

Existing Pictures – 9/16/21



1. West Side – Missing gutter and deteriorated fascia.



2. West Side – Overhead door and grading



3. North Side – Existing propane tank, deteriorated fascia, missing gutter and grading.



4. North Side – Deteriorated Fascis, mising gutter and and grading



5. East/North Side – Deteriorated Fascia and grading.



6. East Side – Signifacant slope to hinged door



7. East/South Side – Deteriorated Fascia, grading and emergency radio tower



8. South Side – Fence encloser and hole in CMU



9. South Side – Louver in masonry



10. South/West Side – Concrete platform hinged door and fence enclosure



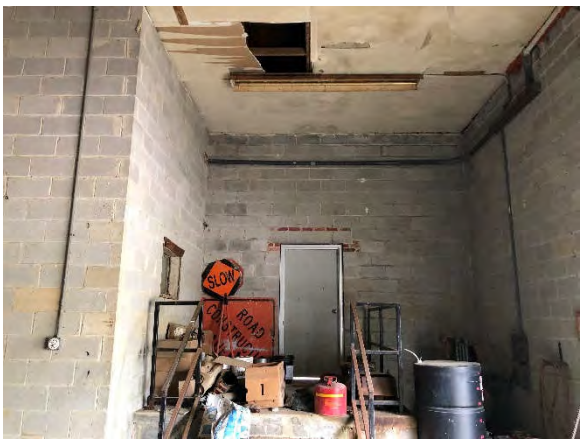
11. North Side – Propane Tank



12. North Side – Louver in masonty and downspout




13. South Wall - Stair to concrete platform




14. South Wall - Ceiling above concrete platform



15. Southwest - Existing chemical room and concrete stair



16. Southeast - Abandoned electrical equipment and equipment pad



17. North Wall - Ceiling above electrical equipment



18. Interior wall damage



19. South Wall – existing louver and equipment



20. South Wall – equipment pad



21. Existing equipment pad



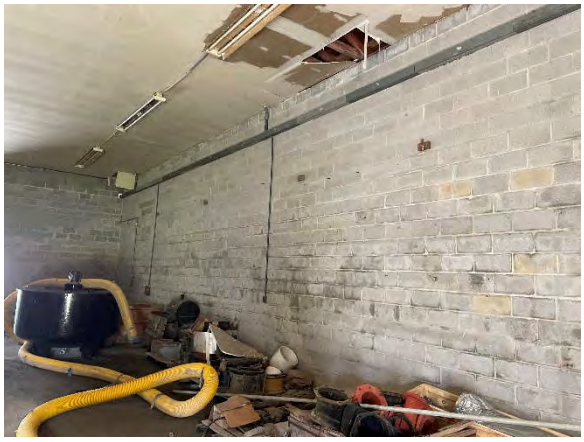
22. Southeast Corner – Existing equipment pads and buried metal tank



23. East Wall - Door opening, burried metal tank and equipment pad



24. Northeast Corner – Existing equipment pad and door opening



25. North Wall – Drywall ceiling damage



26. West Wall – Existing overhead door beyond

**END OF SECTION**

## PART 3 – PROPOSED NEW CONSTRUCTION

### GENERAL

The County would like to repair and upgrade the building for a storage use. Plan changes and removal of unwanted items are required. Items to be removed would be the stair and platform, the existing chemical room, and the existing interior masonry partitions. The removal of these items will create for one large open storage area. Additionally, the county would like the finish floor level to be raised to hinder the chance of future water intrusion. The existing housekeeping concrete pads can remain in place, at least in part, while new structural fill and stone is installed. A new concrete slab is poured to raise the existing slab elevation a total of sixteen inches minimum. New overhead sectional doors will be installed on the west and east walls and a two new hinged door installed on the south facade. The existing drywall ceiling will have to be removed and replaced entirely with moisture resistant drywall of marine grade plywood.

### BUILDING SHELL

The exterior masonry walls will be repointed as necessary and repainted. Lintels and openings will be inspected and repaired as necessary. The plywood soffits will be replaced with vented vinyl soffits and new fascia boards will be installed with aluminum break metal coverings. The asphalt shingle roof will be removed and replaced with new shingles, underlayment, and repair damaged substrate as necessary. Pre-engineered wood trusses will be repaired as required, hurricane ties at each rafter will be installed and proper hold-down strap/anchorage to the wall will be installed. Damaged areas of truss tails and associated soffit and fascia components will be repaired as necessary. New gutters and downspouts will complete the exterior refurbishments.

### INTERIOR

All existing interior walls will be removed as well as the floor so that the floor elevation the building will be consistent throughout. The concrete platform, stairs and railing will be removed as well. Some equipment pads will need to be removed depending on their height compared to the new finish floor level. The buildings finish floor level willbe raised. As a result, new overhead doors will be installed in new openings. # 57 stone and structural fill will need to be installed and compacted to support a new 5” concrete slab. We are suggesting the floor be raised sixteen inches minimum via a new slab The two new door openings will be based on the new finish floor level. The existing drywall ceiling will need to be completely replaced with 5/8-inch moisture resistant type-x gypsum board or marine grade plywood.

### SITE

The existing site grading around the building perimeter will be revised based on the new finish floor and shall create a positive drainage flow away from the building. South side grading

will need to be maintained at the fenced in emergency radio tower location. The existing south side grading shall be maintained at the fenced in emergency radio tower location. Although civil/site was not within the scope of this report, the county agrees the regrading effort required for raising the building's finish floor elevation is necessary.

**CODE**

This building has been used as a storage building for some time and will continue that same use of Storage (S-1) occupancy. Therefore, the renovation will fall under IEBC 2018 as a level 2 alteration since less that ten percent of the building is being reconfigured.

According to section 303 of the 2018 International Existing Building Code, the proposed alteration will not result in increased design live load therefor the existing gravity load carrying elements are permitted to be evaluated and designed for the previously approved live loads.

Although some of the alterations include structural components the proposed upgrade is not considered to be a substantial structural alteration (less than 30% of the structure will be altered). The proposed alterations include repairing/replacing the roof shingles and the building is in a "high wind" location. These conditions shall require a review/evaluation of the roof framing and connections to the walls to ensure appropriate resistance of 70% of the wind load specified in 2018 IBC in their current condition.

Based on our observations and review of past snow and wind events, meeting the code requirements shall be feasible by providing proper connecting elements and strengthening existing members. This will require additional data collection and analysis of the roof trusses as part of the next design stage. The masonry walls provide lateral support, with the aid of an infrared camera and a rebar locator current condition of the masonry walls can be determined and reviewed for lateral support per code since they are a lateral load resisting element, this analysis will be performed in the next design stage.

**END OF SECTION**

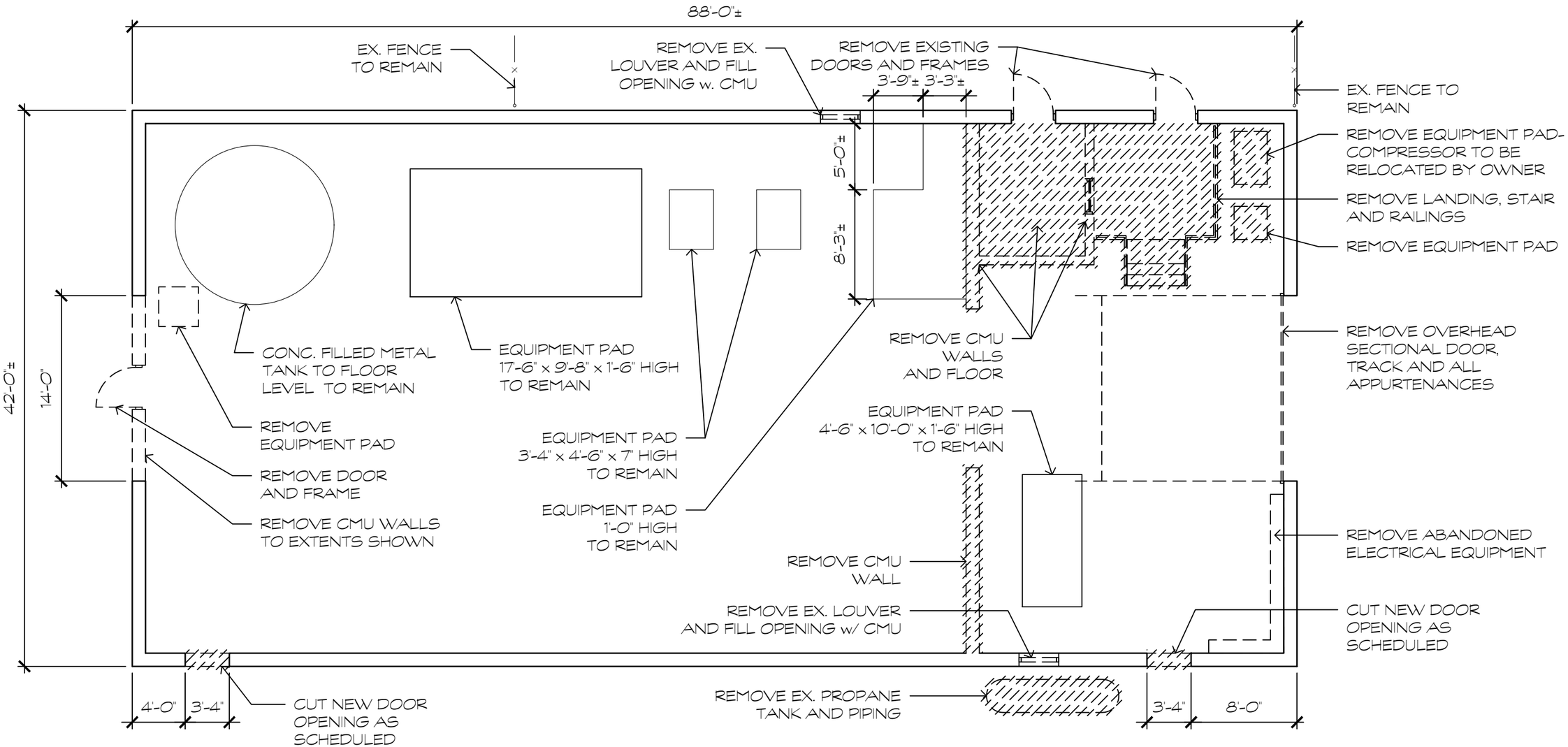
# DEMOLITION NOTES:

1. REMOVE EXISTING ROOF VENTS.
2. REMOVE EXISTING GUTTERS AND DOWNSPOUT.
3. REMOVE EXISTING FASCIA BOARDS.
4. INFILL EXISTING WALL PENETRATIONS.
5. EXISTING EQUIPMENT PADS TO BE REMOVE TO A HEIGHT OF 8" ABOVE FINISH FLOOR, TYPICAL

# LEGEND:

EXISTING WALL TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED




1 DEMOLITION FLOOR PLAN

1/8" = 1'-0"

N

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OCEAN CITY, MARYLAND

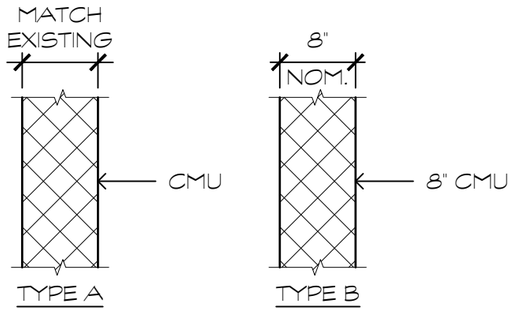
DEMOLITION FLOOR PLAN

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 21021B |
| DATE | : 9-17-21 |

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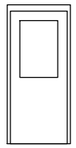


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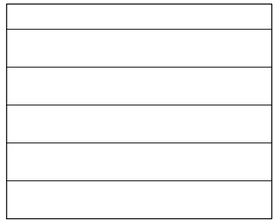

## WALL TYPES:

3/4" = 1'-0"



1

3'-0" X 7'-0"
1¾" THICK STEEL INSULATED HALF-LITE DOOR
INSULATED HOLLOW METAL FRAME
1½ PR HINGES (BB)
1 ENTRANCE LOCKSET
1 CLOSER
1 WEATHER STRIP
1 THRESHOLD



2

14'-0" x 12'-0"
INSULATED STEEL SECTIONAL DOOR
HARDWARE PROVIDED BY
SECTIONAL DOOR MANUFACTURER

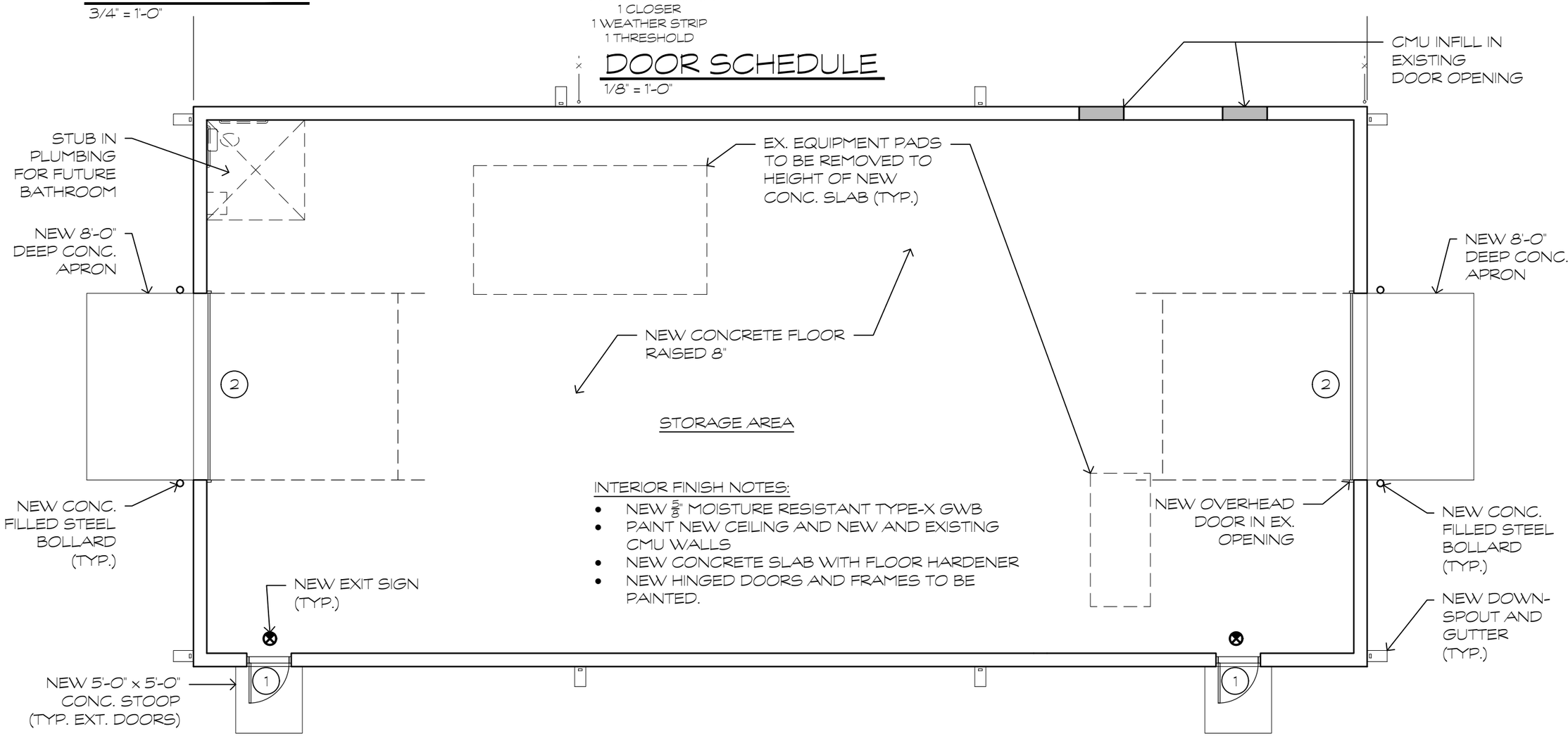
## DOOR SCHEDULE

1/8" = 1'-0"

## LEGEND:

EXISTING WALL TO REMAIN

NEW WALL/INFILL




INTERIOR FINISH NOTES:

- NEW 5/8" MOISTURE RESISTANT TYPE-X GWB
- PAINT NEW CEILING AND NEW AND EXISTING CMU WALLS
- NEW CONCRETE SLAB WITH FLOOR HARDENER
- NEW HINGED DOORS AND FRAMES TO BE PAINTED.

1 FLOOR PLAN

1/8" = 1'-0"

N

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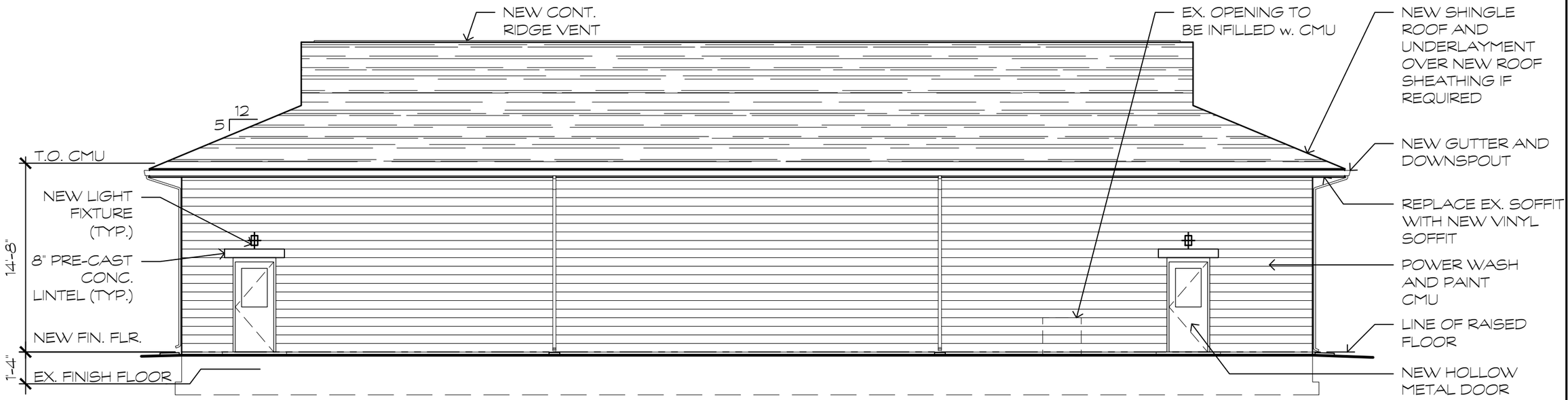
FLOOR PLAN

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 210218 |
| DATE | : 9-17-21 |

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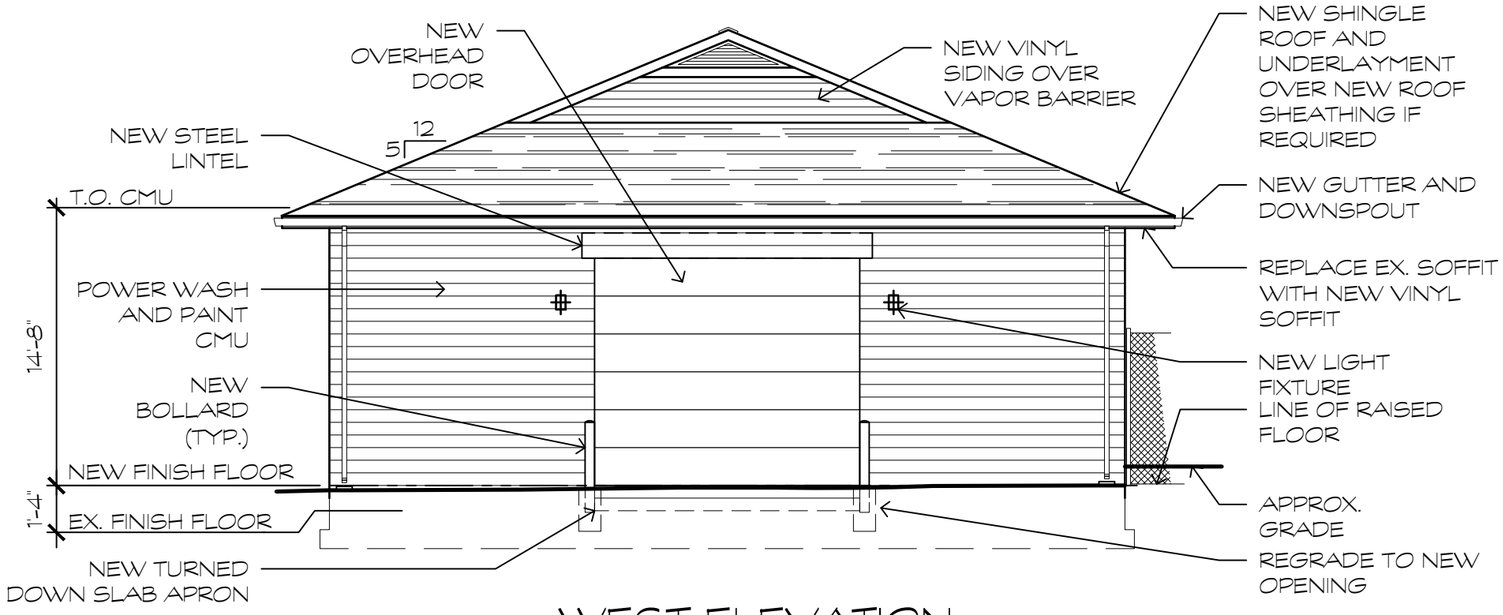


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NORTH ELEVATION

NOTE:
REGRADING MAY REQUIRE NEW TOP SOIL




WEST ELEVATION

1 ELEVATIONS
1/8" = 1'-0"

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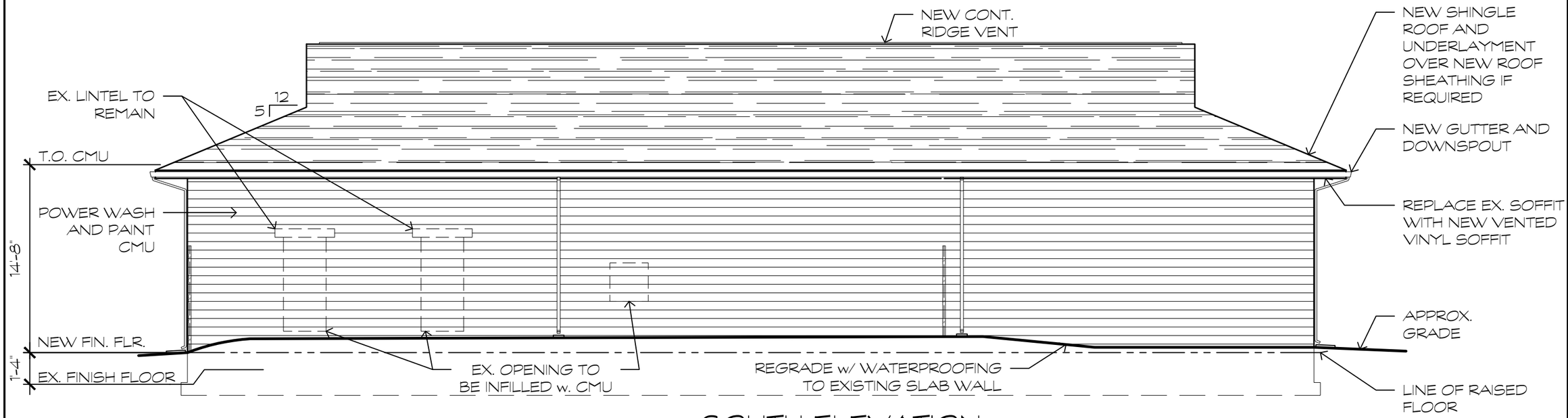
FEASIBILITY STUDY FOR:
MYSTIC HARBOR - STORAGE BUILDING
OCEAN CITY, MARYLAND

ELEVATIONS

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 21021B |
| DATE | : 9-17-21 |

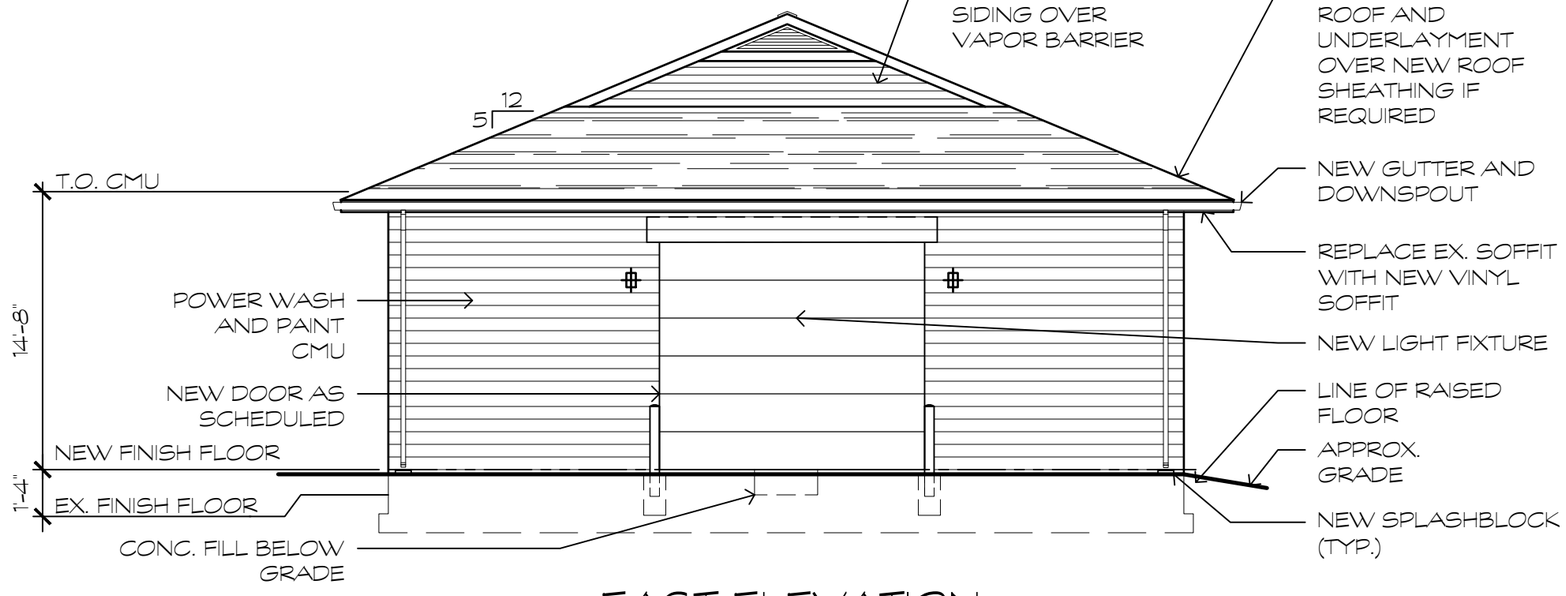
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## SOUTH ELEVATION

NOTE:
REGRADING MAY REQUIRE NEW TOP SOIL




## EAST ELEVATION

1 ELEVATIONS
1/8" = 1'-0"

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ELEVATIONS

| | |
|---|---|
| SCALE | : AS NOTED |
| DESIGN BY | : MHH |
| DRAWN BY | : LKW |
| CHECKED BY | : MHH |
| GMB FILE | : 21021B |
| DATE | : 9-17-21 |

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# Mystic Harbor Storage Building - Code Review
## International Building Code 2018
## NFPA 101 - Life Safety Code 2018
## International Existing Building Code 2018

GMB ARCHITECTS / ENGINEERS

| TOPIC | DESCRIPTION | CODE REFERENCE |
|---|---|---|
| OCCUPANCY GROUP | STORAGE (S-1)<br>LEVEL 2 ALTERATION (SPACE RECONFIGURATION LESS THAN 50%)<br>STORAGE<br><br>THE OCCUPANT LOAD HAS NOT BEEN INCREASE BY 20%, THEREFORE NO PLUMBING CHANGES ARE REQUIRED. | IBC SECT. 306.2<br>IEBC CHAPTER 8<br>NFPA 6.1.13<br><br>IEBC 809 |
| CONSTRUCTION CLASSIFICATION | TYPE V-B, NONSPRINKLERED | IBC TABLE 601 |
| AREAS | MAX. ALLOWABLE AREA: 13,500 S.F.<br><br>FLOOR AREA: 3,696 S.F. | IBC TABLE 506.2 |
| WALL AND CEILING FINISH | BUILDING<br>EXIT ENCLOSURE CLASS B<br>ROOMS CLASS C | IBC TABLE 803.13<br>NFPA 38.3.3.2 |
| OCCUPANT LOAD | SCALE HOUSE: 3696 SF/500 7 OCC. | IBC TABLE 1004.5<br>NFPA TABLE 7.3.1.2 |
| INCIDENTAL USE | SHALL NOT OCCUPY MORE THAN 10% OF BUILDING AREA<br>(OFFICES = 278 S.F.) | IBC 509.3 |

**Mystic Harbor Wastewater Treatment Plant**
**Storage Building**
**GMB File No. 210218 Feasibility Cost Estimate**
**Revised January 2021**

GMB ARCHITECTS / ENGINEERS

| Item No. | Description | Size or Depth | Unit | Unit Price | Quantity | Total Price |
|---|---|---|---|---|---|---|
| **A. ADMINISTRATIVE** | | | | | | |
| | General Conditions | | 7% of Consttruction Subtotal | | | $25,067.47 |
| | | | | | Subtotal: | $25,067.47 |
| **B. BUILDING** | | | | | | |
| **Demolition and Repair** | | | | | | |
| | Remove existing CMU Walls | | SF | $4.00 | 879 | $3,516.00 |
| | Remove existing hinged doors | | EA | $130.00 | 3 | $390.00 |
| | Remove existing overhead door | | EA | $500.00 | 1 | $500.00 |
| | Remove existing louvers | | EA | $55.00 | 2 | $110.00 |
| | Remove existing concrete equipment pads | | CF | $30.00 | 451 | $13,530.00 |
| | Remove existing conc. Floor, stair landing and stairs | | CF | $30.00 | 266 | $7,980.00 |
| | Remove existing stair railings | | Allow | $250.00 | 1 | $250.00 |
| | Remove damaged fascia, downspouts and gutter | | Allow | $2,500.00 | 1 | $2,500.00 |
| | Remove existing roof sheathing | | SF | $1.75 | 4735 | $8,286.25 |
| | Remove existing shingled roof and gable vents | | SF | $1.00 | 4735 | $4,735.00 |
| | Remove existing GWB ceiling | | LF | $3.50 | 3440 | $12,040.00 |
| | Remove existing soffit | | SF | $2.50 | 675 | $1,687.50 |
| | Remove existing abandoned electrical equipment | | Allow | $1,500.00 | 1 | $1,500.00 |
| | Cut in new door openings | | SF | $6.00 | 63 | $378.00 |
| | Remove existing propane tank and piping | | Allow | $3,500.00 | 1 | $3,500.00 |
| | Dumpster | | Allow | $5,000.00 | 1 | $5,000.00 |
| | | | | | Subtotal: | $65,902.75 |
| **Proposed New Construction** | | | | | | |
| | New CMU infill | | SF | $19.00 | 50 | $950.00 |
| | New Overhead doors | | EA | $5,000.00 | 2 | $10,000.00 |
| | New hinged doors and hardware (exterior) | | EA | $2,500.00 | 2 | $5,000.00 |
| | New concrete floor (5") | | CY | $320.00 | 85 | $27,200.00 |
| | New #57 stone | | SF | $1.75 | 3440 | $6,020.00 |
| | New structural fill | | CY | $35.00 | 85 | $2,975.00 |
| | Paint - Interior walls and ceiling | | SF | $1.50 | 7409 | $11,113.50 |
| | Paint - Exterior | | EA | $2.25 | 3637 | $8,183.25 |
| | New Fascia and breakmetal | | LF | $11.00 | 526 | $5,786.00 |
| | New gutters and downspouts | | LF | $11.50 | 404 | $4,646.00 |
| | New roof underlayment | | SQ | $130.00 | 47.5 | $6,175.00 |
| | New shingle roof | | SQ | $310.00 | 47.5 | $14,725.00 |
| | Conc. Floor sealer | | SF | $2.50 | 3440 | $8,600.00 |
| | New vinyl soffit | | SF | $6.00 | 675 | $4,050.00 |
| | New vinyl siding | | SF | $4.25 | 73 | $310.25 |
| | New gable vents | | EA | $875.00 | 2 | $1,750.00 |

| Item No. | Description | Size or Depth | Unit | Unit Price | Quantity | Total Price |
|---|---|---|---|---|---|---|
| | New moisture resistant GWB ceiling or MR plywood | | SF | $3.00 | 3440 | $10,320.00 |
| | New Steel Lintel/framing for Overhead door | | LS | $5,000.00 | 1 | $5,000.00 |
| | Misc. Lintel repairs | | LS | $6,000.00 | 1 | $6,000.00 |
| | Masonry wall repairs | | LS | $30,000.00 | 1 | $30,000.00 |
| | New concrete apron (8'-0") and stoops | | Allow | $5,000.00 | 1 | $5,000.00 |
| | New concrete filled bollards | | EA | $200.00 | 2 | $400.00 |
| | Hurricane ties and wall anchorage improvements | | LS | $23,000.00 | 1 | $23,000.00 |
| | Misc. Roof truss and sheathing repair | | SF | $10.00 | 4750 | $47,500.00 |
| | Misc. Structural Repairs | | LS | $8,000.00 | 1 | $8,000.00 |
| | Regrading allowance | | Allow | $15,000.00 | 1 | $15,000.00 |
| | | | | | Subtotal: | $267,704.00 |
| **MEP** | | | | | | |
| | Lighting Allowance | | Allow | $5,000.00 | 1 | $5,000.00 |
| | Mechanical Allowance | | Allow | $5,000.00 | 1 | $5,000.00 |
| | Stub for future bathroom | | Allow | $6,500.00 | 1 | $6,500.00 |
| | Dehumidification Allowance | | Allow | $6,500.00 | 1 | $6,500.00 |
| | Hose Bib (exterior only) | | Allow | $1,500.00 | 1 | $1,500.00 |
| | | | | | Subtotal: | $24,500.00 |
| **Construction Subtotal** | | | | | | $358,106.75 |
| | | | | | | |
| | **SUBTOTAL NEW CONSTRUCTION (Including Admin.)** | | | | | $383,174.22 |
| | **Cost per square foot** | **3696** | **S.F.** | | **$103.67** | |
| | 35% Contractor Fees (Overhead and Profit) | | | | | $134,110.98 |
| | 14% A&E Fees (Design, Permitting, and Construction Administration | | | | | $53,644.39 |
| | **TOTAL ESTIMATED CONSTRUCTION COST** | | | | | **$570,929.59** |
| | **Cost per square foot** | **3696** | **S.F.** | | **$154.47** | |
| | 10% Contingency | | | | | $57,092.96 |
| | 25% Covid Contingency | | | | | $142,732.40 |
| | **TOTAL ESTIMATED CONSTRUCTION COST (Including Contingency)** | | | | | **$770,754.95** |

Owner understands that this estimate is a prediction of probable costs based on industry published cost data such as RS-Means and other resources, and is therefore not guaranteed. The Owner further understands that he cannot rely on this data for determining his own not-to-exceed budget for this project. The true and final costs will be determined by the successful bidder based on prevailing bidding climate and other factors over which GMB has no control. MEP allowance items included for general reference but have not been reviewed by an engineer for this estimate.

| Item No. | Description | Size or Depth | Unit | Unit Price | Quantity | Total Price |
|---|---|---|---|---|---|---|
| | Pandemic Contingency: A 25% inflation rate has been made for cost increases due to prevailing COVID19 pandemic conditions. Inflated material costs have not yet started to return to pre-COVID19 levels, and continue to increase in many different trades. This is expected to last through 2022, and costs are still changing daily. These unpredictable fluctuations increase the difficulty of bidding a large project that is projected to span nearly two years in construction, so bidding contractors will have to markup prices in anticipation of higher costs. When or if costs may return to pre-pandemic rates or stablize is unknown. The unpredictable nature of these impacts has been factored into this cost estimate to the best of our ability based on recent bids received for other projects and industry reports. Additional pandemic-related impacts include supply chain problems, construction delays due to COVID19 exposure, material and labor shortages, shutdowns, increased jurisdictional restrictions on jobsites and social distancing, etc. All of these factors create a volatile bidding climate that has not yet returned to pre-COVID19 costs or predictability. | | | | | |

**PART 4 – SUMMARY**

The existing building's construction will need to be repaired to make way for the renovation work to follow. The existing masonry should be repaired and repointed as required. The existing fascia, gutter, soffit and downspout should be removed and replaced in their entirety. The existing shingled roof and the existing gable vents should be replaced. Partial demolition to the existing chemical and the removal of the concrete platform and stairs are needed to progress the alteration.

Two new overhead doors will be installed in the west and east walls of the building and two new egress doors will be installed on the north facade. Finish floor of the building will be raised 16 inches and the two new overhead doors will be installed on each end of the building. One will be in the existing opening on the west wall which will be reduced in size to accommodate the new higher finish floor elevation. The other will be in a new opening on the east side of the building. New finishes such as paint, new ceilings are additional improvements.

The exterior of the building will be freshened up. The new exterior upgrades include a new shingle roof with new gable vents and gable vinyl siding. New fascia, gutters, downspouts, and vented vinyl soffits will improve the buildings appearance. New paint on the exterior masonry will complete the exterior alteration.

We have tried to identify as inclusive a list of work items as possible but recognize that the limitations of visual observation without more investigative examination may in fact uncover additional issues for consideration. To balance this likelihood, we believe we have incorporated sufficient contingency in the cost estimate to enable preparation of a reasonable long term planning budget for this project.

**REQUIREMENTS AND CONTRACT PROVISIONS FOR THE TREATMENT WORKS PROJECTS**

**FINANCED THROUGH THE MARYLAND WATER QUALITY REVOLVING LOAN FUND**

**AND THE MARYLAND DRINKING WATER REVOLVING LOAN FUND**

**DEPARTMENT OF THE ENVIRONMENT**

**STATE OF MARYLAND**

**The project or segment thereof to be constructed in accordance with these contract documents is subject to the following requirements. In the event of conflict with other requirements of the contract documents, the following requirements control unless the requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.**

**I. ASSURANCES FOR COMPLIANCE WITH THE FOLLOWING FEDERAL AND STATE LAWS AND REGULATIONS:**

**1. NON-DISCRIMINATION IN EMPLOYMENT**

**2. DEBARMENT**

**3. ANTI-KICKBACK**

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS.**

**5. COMPLIANCE WITH CFR 40 247– 254 (RCRA - SECTION 6002)**

**6. COMPLIANCE WITH PREVAILING FEDERAL WAGE RATES UNDER THE DAVIS-BACON AND RELATED ACTS IN ACCORDANCE TO SECTION VI OF THIS DOCUMENT**

**7. MARYLAND ANTIDEGRADATION IMPLEMENTATION PROCEDURES**

**8. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA (BABA) ACT**

**9. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.216)**

**II. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

- **GUIDANCE DOCUMENTS AND FORMS**
  **(Performance of the good faith steps <u>are</u> required, regardless of goal achievement. All information is to be submitted to the owner, <u>prior</u> to the owner's <u>award</u> of the contract, <u>UNLESS OTHERWISE DIRECTED BY THE OWNER).</u>**

**III. PRESIDENTIAL DOCUMENTS**

- **ATTACHMENT II**

  **EXECUTIVE ORDER 13202 of February 17, 2001**

  **EXECUTIVE ORDER 13208 of April 8, 2001**

**IV. SEVERABILITY**

**V. PROJECT SIGNS**

**VI. FEDERAL WAGE RATE REQUIREMENTS UNDER THE DAVIS-BACON AND RELATED ACTS**

## I. ASSURANCES

**The contractor is required to comply with the Federal laws and regulations in regard to non-discrimination in employment, debarment, anti-kickback, contract work hours and safety standards, and prevailing Federal wage rates under the Davis-Bacon and related acts as delineated below.**

**1. Non-discrimination in Employment:**

**The contractor is required to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.**

**The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.**

**The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.**

**The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.**

**The contractor must be prepared to comply in all respects with the Contract Provisions regarding non-discrimination, as stipulated under the Labor Standards.**

**2. Debarment:**

**Under Executive Order 12549, an individual or organization debarred from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for $25,000 or more.**

**Therefore, the bidder as an individual or as an organization, presently debarred, suspended, proposed for debarment, will be declared ineligible to participate in bidding the proposed contract as a prospective recipient of financial assistance from the Maryland Department of the Environment.**

**The contractor shall not enter into any sub-contract with any individual, firm or organization debarred from Government contracts pursuant to Executive Order 11246.**

**3. Anti-kickback:**

**The contractor and/or its sub-contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). Any evident illicit kickback practice in any shapes or forms will cause termination of the contract.**

**4. Contract Work Hours and Safety Standards:**

**The contractor and/or its sub-contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).**

**5. Compliance with 40 CFR: 247– 254 (RCRA - Section 6002):**

**The contractor shall comply with the guidelines contained in 40 CFR 247– 254 (Section 6002 of the Resource Conservation and Recovery Act).**

**State and local recipients and sub-recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.**

**6. Compliance with Prevailing Federal Wage Rates under the Davis-Bacon and Related Acts in accordance to Section VI of this document.**

**All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government programs including the State Revolving Loan fund shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards**

**specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code. Most recent Federal prevailing wages can be obtained from: https://sam.gov/content/wage-determinations**

**The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). This determination is based on the Federal Department of Labor Wage and Hour Division classification.**

**7. Maryland Antidegradation Implementation Procedures:**

**The Clean Water Act requires three components to water quality standards that set goals for and protect each States' waters. The three components are: (1) designated uses that set goals for each water body (e.g., recreational use), (2) criteria that set the minimum conditions to support the use (e.g., bacterial concentrations below certain concentrations) and (3) an antidegradation policy that maintains high quality waters so they are not allowed to degrade to meet only the minimum standards. The designated uses and criteria set the minimum standards for Tier I.**

**Maryland's antidegradation policy has been promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time. Any capital funding project occurring within Tier II catchment areas, which are areas that drain to Maryland's high quality designated Tier II stream segments, must undergo Antidegradation Review.**

**To determine if your project is located within Tier II catchment area, please contact Ms. Angel Valdez of MDE Environmental Standards and Assessment Program, at (410) 537-3606, or at angel.valdez@maryland.gov.**

**Please be aware that projects subject to an Antidegradation or Tier II review must adequately address comments that arise during the review before funding can be granted.**

**How Tier II Stream Segments are Designated**

- **Currently high quality stream segments are designated for the characteristic of biology using Maryland Biological Stream Survey (or comparable) data**
- **Streams are recorded in Table O (COMAR 26.08.02.04-1) and the pending list of streams awaiting promulgation or corrections is maintained on the MDE website.**

**The Basic Antidegradation Review Process**

**Many of the projects funded by the Water Infrastructure Financing Administration (WIFA) at MDE result in a net improvement to water quality. As a result, the antidegradation review process for WIFA generally involves making sure that any land disturbance activities associated with the project includes additional controls. Any other antidegradation reviews specific to project discharges (e.g. end-of-pipe) will be addressed separately through the permitting process.**

**To help expedite the review process the following list of practices has been provided. These practices include "accelerated stabilization, redundant controls, increased riparian buffers, passive or active chemical treatment, or a reduction in the size of the grading unit" as stated in the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control to address Tier II issues. All practices implemented should be evident in plans. When using the list below to aide in planning keep in mind that application and site specifics will ultimately determine each recommendation's applicability. Also realize that this list is not exhaustive and additional practices may be identified as specific plans become available.**

- **Initial Considerations: including limiting vegetative disturbances, phasing and/or sequencing, accelerated stabilization, minimum weekly inspections, and timing of in-stream work to low flow periods or clear weather forecasts**

- **Expanded Riparian Buffers (for new structures/expansions only): from 100 to 230 feet, depending upon slope and soil composition, on all intermittent and perennial streams within project footprint to help further address direct hydrologic impacts to surface waters. See Table 1 for more details.**

**Table 1**

| Adjusted Average Optimal Buffer Width Key for HQ Waters (minimum width 100 feet) | | | | |
|---|---|---|---|---|
| | Slopes (%) | | | |
| Hydrologic Soil Group | 0-5% | 5-15% | 15-25% | >25% |
| Ab | 100 | 130 | 160 | 190 |
| C | 120 | 150 | 180 | 210 |
| D | 140 | 170 | 200 | 230 |

- **Streamside Management Zones (buffer areas for utility projects): where disturbance and work cannot be avoided, utilize minimally disturbing & selective vegetative clearing methods, restorative planting (not seeding) for major near-stream clearings totaling 1 acre or more, no mulch placement within the streamside management zones, if possible allow small shrub growth**

- **Enhanced Buffer Management: including sheetflow of discharge beyond the minimum 100 foot vegetative buffer or implementing redundant mechanisms in dewatering exercises such as devices in manifold, use of chemical filtration aides, combining two practices such as filter bags with vegetated buffers and silt fencing. Also incorporation of super silt fencing or an equivalent practice when working near streams.**

- **Enhanced Temporary Access Waterways Crossings: including utilizing horizontal directional drilling/jack and bore for all major stream crossings or sensitive crossings, including a frac-out plan; preferential use of partial diversions (where possible); and utilization of temporary access bridges over fords.**

- **Special Concern- pH and Water Quality: For all activities related to in-stream grout placement, either in bags or as fill:**

  1. **To prevent impacts to in-stream pH, such operations should occur "in-the-dry".**
  2. **An emergency treatment plan should be in place to address accidental material releases.**
  3. **Cure time allotted should reflect chemically stable grout material and should also represent the most conservative time in the expected cure range.**
  4. **The water quality standard numeric criteria for pH must be met in the 'first flush' before diversion is removed.**

- **Stormwater Management: follow the current guidelines within the Maryland Stormwater Design Manual (2009 Revised), including ESD to the MEP or other non-structural practices**

**8. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA (BABA) ACT**

**None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public drinking water system or water quality unless all of the *iron, steel, manufactured products, and construction materials* used in the project are produced in the United States (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).**

**The Act requires the following Buy America preference:**

**(1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**

**(2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.**

**(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The "construction materials" include an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of:**
- **non-ferrous metals;**
- **plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);**
- **glass (including optic glass);**
- **lumber; or**
- **drywall.**

**To provide clarity to item, product, and material manufacturers and processers, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.**

**Certification Process:**

**The final manufacturer that delivers the iron, steel, manufactured products, or construction materials to worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. The certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a responsible party.**

**Additional documentation such as Step Certification may be needed if the certification is lacking important information. A Step Certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron, steel, manufactured products, and construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.**

**Waiver:**

**A request for waiver may be submitted to MDE. Pursuant to Section 70914(c) of the BABA Act, a waiver may be considered under one of the following categories:**

1. **Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");**
2. **Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or**

3. **Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").**

**MDE may agree with the waiver request and submit it to the Administrator of the Environmental Protection Agency for final approval. Alternatively, MDE may, in its sole discretion, reject the waiver request and elect not to fund the project.**

**De Minimis Nationwide Waiver:**

**A De Minimis Nationwide Waiver was issued by EPA, on October 21, 2022, waiving Build America, Buy America requirements for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project cost.**

**To be covered under this waiver, the grant/loan recipient must, in consultation with the contractor, take the following actions:**

1. **Retain relevant documentation (i.e. invoices) as to those items being covered under this waiver in their project files.**

2. **Summarize in reports to MDE the types and/or categories of items to which this waiver is applied, including the cost of each category/type. The report must also include the total cost of items covered by the waiver (including installation cost), the total project cost, and the percentage of covered items calculated by cost.**

3. **Upon the receipt of the report, MDE, within 30 calendar day of receipt, will accept and file the report, request additional information, or advise the grant/loan recipient that the items cannot be covered under this waiver and a project specific waiver is needed.**

4. **If no comments are received by MDE within 30 calendar days, the grant/loan recipient would not need to take any further action, unless more items need to be covered, at which time cumulative summary would need to be submitted to MDE.**

9. **Borrower agrees to comply with 2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**

**Within seven (7) days of the bid opening, the apparent low bidder shall sign the form of "Assurances for Compliance with Federal Laws and Regulations" pertaining to non-discrimination in employment, debarment, anti-kickback, contract work hours and safety, compliance with prevailing Federal wage rates under the Davis-Bacon and related acts, and Maryland Antidegradation Implementation Procedures, and use of American iron and steel. The form is appended herewith in Section I.**

**ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

**FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT**

**Project Name: _____ Contract No. (if applicable): _____**

**The contractor is required to comply with the following Federal laws and regulations:**

1. **Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.**

2. **Debarment in accordance with the Executive Order 12549 and Executive Order 11246.**

3. **Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).**

4. **Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).**

5. **Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).**

6. **The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: https://sam.gov/content/wage-determinations**

   **General Decision Number: _____ Date: _____**

7. **Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.**

8. **Use of the iron, steel, manufactured products, and construction materials produced in the United States (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).**

9. **2 CFR 200.216, which requires that EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**

**I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.**

_____
**Contractor**

**Signed by:** _____ _____
**Authorized Officer** **Date**

_____ _____
**Name (Print)** **Title (Print)**

## II. Maryland Department of the Environment
## Maryland Water Quality & Drinking Water Revolving Loan Fund Programs
## Disadvantaged Business Enterprise Program (DBE)
## Guidance for Prime (Construction & A/E) Contractors

The Maryland Water Quality and Drinking Water Revolving Loan Fund Programs (RLF) receive federal funds from the U.S. Environmental Protection Agency (EPA). The funds are used to provide low interest rate loans to finance water quality and drinking water capital projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBE's), minority business enterprises (MBE's) and women's business enterprises (WBE's). A/E service consultants who receive loan funds are also considered as prime contractors and must comply with DBE requirements. Additionally, EPA's DBE rule requires loan recipients and sub-recipients to adhere to the terms and conditions in Appendix A attached hereto.

To ensure compliance with EPA DBE requirements, the MWQFA has developed guidance for both Loan Recipients and Prime Contractors (sub-recipients) to undertake certain good faith efforts to provide opportunities for DBE firms to participate in contracts. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. MDE's negotiated DBE participation goals with EPA have been approved as of February 6, 2019. The goals below are not a quota and apply to DBE participation only.

| *Procurement Category* | *MBE Goal (%)* | *WBE Goal (%)* |
|---|---|---|
| Construction | 22 | 16 |
| Equipment | 23 | 11 |
| Services | 25 | 18 |
| Supplies | 23 | 11 |

**Good Faith Efforts: The following good faith efforts apply to the procurement categories involving EPA financial assistance funds (See Appendix B: EPA Good Faith Efforts):**

**Step 1:** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by placing qualified DBEs on solicitation lists whenever they are potential sources.

**Step 2:** Establishing delivery schedules, where the requirement permits to encourage participation by DBEs. The prime contractor should allow a 30-day minimum advertising period for bidding.

**Step 3:** Dividing total requirements, when economically feasible, into small tasks or quantities, to permit maximum participation of DBEs.

**Step 4:** Encourage contracting with a consortium of DBEs, when a contract is too large for one of these firms to handle individually.

**Step 5:** Using the services and assistance of the Maryland Department of Transportation (MDOT), the United States Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (See Appendix C).

**Step 6:** Require each sub-contractor, if subcontracts are to be let, to take the steps 1- 5.

**Please submit all information to:**
**DBE Coordinator, MWIFA**
**1800 Washington Blvd., Baltimore MD 21230**
**Phone: 410-537-3146, FAX: 410-537-3968**
**https://mde.maryland.gov/programs/water/WQFA/Pages/mwbe.aspx**

## Disadvantaged Business Enterprise Program (DBE)

## Guidance for Prime (Construction & A/E) Contractors

**Demonstration of the Six Good Faith Efforts.** See **Appendices A & B** for additional bidding instructions and contract administrative provisions.

**A: Prime contractors are required to undertake good faith efforts. Steps 1 & 5 can be attained by developing a bidders list of qualified DBE firms that can bid as sub-contractors. The prime contractors should advertise in minority, local and regional newspapers and obtain a bidders list from the loan recipient to supplement their list. The bidders list used during sub-contractor solicitation must be available throughout the project's construction period.**

In developing bidders list of qualified DBE firms for participation as sub-contractors in construction, equipment, services, and supplies, the prime contractors should contact and gather information from different resources **(See Appendix C)** such as:

- Loan Recipient
- U.S. Small Business Administration (US-SBA)
- Minority Business Development Agency (MBDA) of the US Department of Commerce
- Maryland Department of Transportation (MDOT)

The DBE bidders lists may be classified with Standard Industrial Classification (SIC) or NAICS codes, should be updated periodically, and should be made available to sub-contractors to solicit additional sub-contractors, if necessary. **The prime contractor is required to keep the bidders list throughout the project's construction period.**

**B: Prime contractors are also required to undertake good faith efforts. Steps 2, 3, & 4, can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.**

To provide procurement opportunities to DBE firms, the Prime Contractor should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use the bidders list developed in Item A (above) to solicit DBE firms as sub contractors.
- Invite DBE firms, where appropriate, to meetings, conferences, etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBEs.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium, or as part of a consortium of DBEs, when a contract is too large for one of these firms to handle individually.

# MARYLAND DEPARTMENT OF THE ENVIRONMENT

**1800 Washington Boulevard, Suite 515 Baltimore MD 21230-1718**
**410-537-3119, 1-800-633-6101** https://mde.maryland.gov/programs/water/WQFA/Pages/mission_statement.aspx

**Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist**
**To be Completed by Loan Recipient**

**Project Name:** _____

**Procurement Category:** Check box for all M/WBE procurement categories being reported under the above referenced project.
**Construction ☐ Equipment ☐ Services ☐ Supplies ☐**

***For <u>each procurement action</u>, please answer the following questions***

| | | | |
|---|---|---|---|
| | **A: Develop Bidders List of DBE firms** | | |
| A1 | Did you develop a Bidders List of DBE firms? | Yes ☐ | No ☐ |
| A2 | Did you advertise via eMMA, minority, local/regional papers or Dodge Report? | Yes ☐ | No ☐ |
| A3 | Did you send invitation for bids to DBE trade associations? | Yes ☐ | No ☐ |
| A4 | Did you contact US-SBA/MBDA/MDOT? | Yes ☐ | No ☐ |
| A5 | Did you provide Prime Contractors with Bidders List | Yes ☐ | No ☐ |
| A6 | Did you provide MDE with Bidders List? | Yes ☐ | No ☐ |
| | **B: Smaller work components and delivery schedules** | | |
| B1 | Did DBE firms have opportunities to bid as prime contractors? | Yes ☐ | No ☐ |
| B2 | Did you break down the project, where economically feasible, into smaller components? | | |
| | o For DBE firms to bid as prime contactor | Yes ☐ | No ☐ |
| | o For DBE firms to bid as sub-contactors | Yes ☐ | No ☐ |
| B3 | Do project components have reasonable delivery schedules? | Yes ☐ | No ☐ |
| B4 | Did you allow a reasonable time for DBEs to bid (e.g., min. of 30 days)? | Yes ☐ | No ☐ |
| B5 | Did you encourage DBEs to bid as a consortium due to project size? | Yes ☐ | No ☐ |
| | **C: Require prime contractor to Undertake Good Faith Efforts** | | |
| C1 | Did you include the "MDE Insert" in the bidding documents? | Yes ☐ | No ☐ |
| C2 | Did you require the prime contractors to apply the good faith efforts? | Yes ☐ | No ☐ |
| C3 | Is DBE a "responsiveness" criteria in bid documents? | Yes ☐ | No ☐ |
| | **D: Solicitation Summary of DBE firms *(Use Attachment 1 for each prime contract)*** | | |
| D1 | Did you use the Bidders List to solicit prime contractors? | Yes ☐ | No ☐ |
| D2 | Did DBE firms bid as prime contractors? | Yes ☐ | No ☐ |
| D3 | Did you select any DBE firms as prime contractor? | Yes ☐ | No ☐ |
| D4 | Is the prime contractor using any subcontractors? | Yes ☐ | No ☐ |

Loan recipient must also complete Attachment 1 and have prime contractor list each DBE subcontractor on WIFA 6100 Form. In addition, WIFA 6100 Form must be submitted with bid proposal after completion by prime contractor.

**Supporting Documentation**

*In support of the actions taken in items A, B, C and D (above), all borrowers and prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential prime contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.; (iv) copies of all procurement advertisements; and (v) list of all prime contractors that submitted bids/RFP.*

_____ _____
Loan Recipient's Name and Title Loan Recipient Official's Signature/ Date

Contact Phone # _____

**Attachment 1**

# MARYLAND DEPARTMENT OF THE ENVIRONMENT

## SOLICITATION OF FIRMS

**Loan Recipient must complete <u>one</u> form for each prime (construction & A/E) contract**

**Project Name:** _____

**Total Contract Amount (Prime Construction Contractor):** $ _____

***Please answer the following questions for each prime contract***

**Procurement Category:** Check **<u>only one</u>** procurement category for each prime contract being reported under the above referenced project. **Construction ☐** **Equipment ☐** **Services ☐** **Supplies ☐**

**Summary of Prime Contractors Solicited**

1 Number of firms solicited (attach list/documentation): _____
2 Number of firms that responded (attach documentation): _____
3 Number of DBE firms that responded (attach documentation): _____

**Details of Selected Firm**

4 Name of Firm: _____

5 Address: _____

6 Contact Person (Name and Phone): _____

7 Total amount of Contract $ _____

8 Is the firm a Minority Business Enterprise? (MBE) Yes ☐ No ☐

9 Is the firm a Women Business Enterprise? (WBE) Yes ☐ No ☐

10 If the response to question 8 or 9 is **<u>Yes</u>,** please complete the following:

- M/WBE Certification Number: _____
- Certification Date: _____
- Expiration Date (if applicable): _____
- Certifying Agency: _____

**Please submit all information to:**
DBE Coordinator, MWIFA
1800 Washington Blvd., Baltimore MD 21230
Phone: 410-537-3146, FAX: 410-537-3968

# MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718
410 537 3119 1-800-633-6101
https://mde.maryland.gov/programs/water/WQFA/Pages/mwbe.aspx

**Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist**
**To be completed by Prime (Construction & A/E) Contractor**

Project Name: _____

**Procurement Category:** Check box for all M/WBE procurement categories being reported under the above referenced project. **Construction ☐** **Equipment ☐** **Services ☐** **Supplies ☐**

*For <u>each procurement action</u>, please answer the following questions*

**A: Develop Bidders List of DBE firms**

| | | | |
|---|---|---|---|
| A1 | Did you develop a Bidders List of DBE firms? | Yes ☐ | No ☐ |
| A2 | Did you advertise via eMMA, minority, local/regional papers or Dodge Report? | Yes ☐ | No ☐ |
| A3 | Did you send invitation for bids to DBE trade associations? | Yes ☐ | No ☐ |
| A4 | Did you contact US-SBA/MBDA/MDOT? | Yes ☐ | No ☐ |
| A5 | Did you receive Bidders List from Loan Recipient? | Yes ☐ | No ☐ |
| A6 | Did you provide MDE with Bidders List? | Yes ☐ | No ☐ |

**B: Smaller work components and delivery schedules**

| | | | |
|---|---|---|---|
| B1 | Did DBE firms have opportunities to bid as subcontractors? | Yes ☐ | No ☐ |
| B2 | Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as subcontractors? | Yes ☐ | No ☐ |
| B3 | Do project components have reasonable delivery schedules? | Yes ☐ | No ☐ |
| B4 | Did you allow a reasonable time for DBEs to bid? | Yes ☐ | No ☐ |
| B5 | Did you encourage DBEs to bid as a consortium due to project size? | Yes ☐ | No ☐ |

**C: Solicitation Summary of DBE firms *(Prime Contractor must fill WIFA 6100 Form)***

| | | | |
|---|---|---|---|
| C1 | Did you use the Bidders List to solicit subcontractors? | Yes ☐ | No ☐ |
| C2 | Did DBE firms bid as subcontractors (provide list, work type, & price)? | Yes ☐ | No ☐ |
| C3 | Did you select any DBE firms as subcontractor? | Yes ☐ | No ☐ |
| C4 | Is the subcontractor using any additional subcontractors? | Yes ☐ | No ☐ |

**Prime contractor must provide to loan recipient: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed WIFA 6100 Form.**

**Supporting Documentation**

*In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.; (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.*

_____ _____
Prime Contractor's Name and Title Prime Contractor Official's Signature/ Date

Contact Phone # _____

**Maryland Department of the Environment -- Water Infrastructure Financing Administration**
**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Utilization Form**
**(MDE WIFA 6100 Form)**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | |
|---|---|
| PRIME CONTRACTOR NAME | PROJECT NAME |
| CONTACT NAME | CONTACT PHONE |
| ADDRESS | |

Please list all DBE subcontractors you plan to utilize on this project. Use additional sheets as necessary.

| SUBCONTRACTOR NAME | COMPANY ADDRESS | EST. DOLLAR AMOUNT TO BE SUBCONTRACTED | CURRENTLY DBE CERTIFIED? YES/NO |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of the replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

| | |
|---|---|
| PRIME CONTRACTOR SIGNATURE | TITLE |
| PRINT FULL NAME | DATE |

[1] A DBE is a Disadvantaged, Minority or Woman Business Enterprise that has been certified by any entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205.
[2] Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**APPENDIX A: EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

**Loan Recipient Responsibilities:**

- Include MDE's DBE guidance in each contract with a primary contractor*, MDE, October 2008.*
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:

  a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

  b) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).

  c) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).

  d) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).

  e) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).

  f) Provide grant recipient DBE participation achievements with bid proposal

- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST and documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

**Prime Contractor Responsibilities:**

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).

- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide loan recipient DBE participation achievements with bid proposal: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed WIFA 6100 Form.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

## APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

### § 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under EPA financial assistance agreements performed entirely within the United States, whether by a loan recipient or its prime contractor, for construction, equipment, services, and supplies.

### § 33.106 What assurances must EPA financial assistance recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

### § 33.206 Is there a list of certified MBEs and WBEs?

EPA OSDBU will maintain a list of certified MBEs and WBEs on EPA OSDBU's Home Page on the Internet. Any interested person may also obtain a copy of the list from EPA OSDBU. The Maryland Department of Transportation will also have a bidders list.

### § 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

(a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**§ 33.302 Are there any additional contract administration requirements?**

(a) Loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.

(b) Its prime contractor must notify loan recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.

(d) A recipient must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of this part.

(e) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

**§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?**

A recipient cannot be penalized, or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

**Source:** Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

## APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

| Resource Listing | Contact | Website if applicable |
|---|---|---|
| **State of Maryland Governor's Office of Minority Affairs**<br>The mission of the Governor's Office of Minority Affairs (GOMA) is facilitating minority business enterprise activities through coordinating and promoting government programs aimed at strengthening and preserving the state's minority and women owned businesses. | Governor's Office of Minority Affairs<br>Suite 1502<br>6 Saint Paul Street<br>Baltimore MD 21202<br>767-8232<br>1-(877) 558-0998<br>f-(410) 333-7568<br>info@mdminoritybusiness.com | **http://www.oma.state.md.us/** |
| **eMARYLAND MARKETPLACE ADVANTAGE The official online procurement tool for the state of Maryland.** | Website | **https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage** |
| **U.S. Small Business Administration (SBA)** In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector. | Website | **www.sba.gov/category/navigation-structure/contracting/working-with-government** |
| CCR/Pro-Net **is an extensive database that combines the SBA's Pro-Net database and the DOD's Central Contractor Registration database of small businesses.** | CCR Assistance Center<br>888-227-2423<br>269-961-5757<br>DSN: 661-5757 | www.ccr.gov/<br>**Select "Dynamic Small Business** |
| **U. S. Small Business Administration (SBA) - MD. District Office** | City Crescent Bld. 6th Floor<br>10 South Howard St.<br>Baltimore MD 21201<br>Phone: 410 962-6195 | www.sba.gov/tools/local-assistance/districtoffices |
| **Minority Business Development Administration** (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBE's. Recipients and bidders should contact the centers and provide notices of contracting opportunities. Also, see the Phoenix database, which matches minority companies with business opportunities. | 1401 Constitution Ave NW<br>Washington, D.C. 20230<br>Email: support@mbda.gov<br>1.888.324.1551 | www.mbda.gov/ |
| Standard Industrial Classification Codes (SIC) **or North American Industry Classification System (NAICS) codes visit the website.** | Website | www.sba.gov/content/north-american-industry-classification-system-codes-and-small-business-size-standards |

| | | |
|---|---|---|
| Maryland Department of Transportation (MDOT) **and the Minority/Disadvantaged Business Enterprise (MDOT – MBE/DBE). Loan recipients and bidders may locate qualified M/WBE's through the MBE/WBE Directory.** | **Office Address**<br>7201 Corporate Drive<br>Hanover, MD 21076<br><br>Or<br>**Mailing Address:**<br>P.O. Box 548<br>Hanover, MD 21076 | www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/HomePage.html<br><br>**http://mbe.mdot.state.md.us/directory/**<br>Click on "Proceed to Directory. Select any combination of the fields to identify M/WBE's for the specific project opportunities. |
| U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) – **OSDBU's mission includes "fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.** | US.EPA<br>Office of Small Programs<br>1200 Pennsylvania Avenue NW<br>Mail Code 1230T<br>Washington, D.C. 20460 | **http://cfpub.epa.gov/sbvps/**<br>http://www.epa.gov/osdbu/<br>**Select "search the OSDBU Registry"**<br>Click on the search criteria of interest (ethnicity, size, SIC, etc.) |
| **National Black Chamber of Commerce** | 1350 Connecticut Ave. N.W.<br>Suite 405<br>Washington D.C. 20036<br>Phone: 202 466-6888<br>Fax: 202 466-4918 | www.nationalbcc.org<br><br>Email: info@nationalbcc.org |
| **Virginia Hispanic Chamber of Commerce (Northern Va.)** | 8300 Boone Blvd.,<br>4TH Floor<br>Vienna, VA 22182<br>Phone: 804.378.4099<br>Fax: 703 893-1269 | www.vahcc.com |
| **U.S. Hispanic Chamber of Commerce** | 2175 K Street NW Suite 100<br>Washington, D.C. 20037 | www.ushcc.com |
| **National Association of Minority Contractors (NAMC)** | 666 11 Street N.W.<br>Suite 520<br>Washington D.C. 20001<br>Phone: 202 347-8250 | www.namcnational.org/ |
| **Maryland/Washington Minority Contractors (MWMCA)** | 1107 North Point Blvd, Suite 227<br>Baltimore, MD 21224<br>410.282.6101<br>410.282.6102 –fax | www.mwmca.org |
| **National Association of Women's Business Owners (NAWBO) – National** | 1760 Old Meadow Rd. Ste 500<br>McLean VA 22102<br>Phone: 800.556.NAWBO<br>703.506.3268<br>703.506.3266-fax | www.nawbo.org |

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|---|---|---|
| **NAWBO Baltimore Regional Chapter** | 4404 Silverbrook Lane,<br>Suite E-204<br>Owings Mills MD 21117<br>Phone: 410 876-0502<br>410.654.9734-fax | www.nawbomaryland.org<br><br>Email:<br>info@nawbomaryland.org |
| **NAWBO Delaware Chapter** | P.O. Box 4657<br>Greenville Station<br>Greenville, DE 19807-4657<br>Phone: 302 355.9945 | www.nawbodelaware.org<br><br>Email: info@nawbodelaware.org |
| **MD/DC Minority Supplier Development Council (MSDC)** | 10770 Columbia Pike<br>Lower Level, Suite L100<br>Silver Spring MD 20901<br>Phone: 301 592-6710<br>Fax: 301 592-6704 | http://mddccouncil.org/ |
| **National Minority Supplier Development Council, Inc. (NMSDC)** | 1040 Avenue of the Americas, 2nd Floor<br>New York, New York 10018<br>Phone: 212 944-2430<br>212.719.9611-fax | www.nmsdcus.org/ |
| **UIDA Business Services** is a Native American Procurement and Technical Assistance Center- maintains a comprehensive database of Native American owned firms | 86 South Cobb Drive, MZ:0510<br>Marietta, GA 30063-0510<br>Phone, 770 494-0431<br>770.494.1236-fax<br>or<br>**Northeast Region**<br>2340 Dulles Corner Blvd<br>Mail Stop: 1n01<br>Herndon, VA 20171<br>Phone: 703.561.3120<br>703.561.3124-fax | |
| **Diversity Business**<br>**(A multi-cultural online resource)** | 200 Pequot Avenue<br>Southport, CT 06890<br>Phone 203.255.8966<br>203.255.8501-fax | www.diversitybusiness.com/ |
| **National Association of Women in Construction** | 327 S. Adams Street<br>Fort Worth, TX 76104<br>Phone: 1-800-552-3506<br>Phone: 817.877.5551<br>817.877.0324-fax | www.nawic.org/ |

**III. PRESIDENTIAL DOCUMENTS**

**PRESIDENTIAL EXECUTIVE ORDER 13202 OF FEBRUARY 17, 2001 and PRESIDENTIAL EXECUTIVE ORDER 13208 OF APRIL 8, 2001 are appended as Attachment II.**

**IV SEVERABILITY**

**In the event any provision of the within and foregoing Requirement, including any attachment thereto, shall be held illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.**

**V. PROJECT SIGNS**

1. **The prime contractor shall provide and erect a construction site sign as described below at a prominent location at each construction site.**

2. **For projects funded in whole or in part by the Bipartisan Infrastructure Law (BIL), the prime contractor shall provide and erect an additional construction site sign at a prominent location at each construction site using the Investing in America Signage guidelines at https://www.epa.gov/invest/investing-america-signage.**

**The owner shall approve the site for the signs' erection. The signs shall be prepared in accordance with detailed instructions provided by Maryland Department of the Environment (MDE).**

**It shall be the responsibility of the contractor to protect and maintain the signs in good condition throughout the life of the project.**

Attachment II

## Presidential Documents

### Executive Order 13202 of February 17, 2001

### Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

**Section 1.** To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

**Sec. 2.** Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

**Sec. 3.** To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

**Sec. 4.** In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

**Sec. 5.** (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

**Sec. 6.** (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

**Sec. 7.** With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

**Sec. 8.** As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

**Sec. 9.** The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

**Sec. 10.** The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

**Sec. 11.** This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforce able by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.



*THE WHITE HOUSE,*
*February 17, 2001*

FR Doc. 01-4622
Filed 02-21-01; 11:18 am;
Billing code 3195-01-P

Federal Register
Vol. 66, No. 70
Wednesday, April 11, 2001

# Presidential Documents

Title 3—

The President

## Executive Order 13208 of April 8, 2001

## Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 5 of that order the following new subsection:

(c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.

THE WHITE HOUSE,
*April 6, 2001.*

[FR Doc. 01-9068
Filed 4-10-01; 8:45 am]
Billing code 3195-01-P

# THE CONSTRUCTION SITE SIGN FOR PROJECTS FINANCIALLY SUPPORTED BY STATE REVOLVING LOAN FUNDS AND OTHER FUND SOURCES

White Background

Light Blue Scroll

Black Letters

PROJECT TITLE

Project Type (by MDE)

A PROJECT FINANCIALLY SUPPORTED BY THE

## STATE OF MARYLAND AND U.S. ENVIRONMENTAL PROTECTION AGENCY

UNDER THE DIRECTION OF THE MARYLAND DEPARTMENT OF THE ENVIRONMENT

APPROVED BY THE MARYLAND BOARD OF PUBLIC WORKS

**Westley W.O. Moore, Governor**
**Brooke E. Lierman, Comptroller**
**Dereck E. Davis, Treasurer**

**Total Project Cost:** _____
**State Loan:** _____
**State Grant:** _____
**Federal Funds:** _____
**Other Funds:** _____
**Local Funds:** _____

4’

8’

## *Project Type:*

Insert the selected item under the project title:

___ Green Infrastructure Project - Constructing environmentally beneficial “green” infrastructure

___ Wetlands - Creating wetlands to improve water quality and create wildlife habitat

___ Stream restoration - Restoring streams to improve water quality and create wildlife habitat

___ Living shorelines - Turning shorelines into living habitats to improve water quality and to reduce erosion and flooding

___ Septic connections - Connecting homes to public sewer to eliminate failing septic systems, improve water quality, and protect public health

___ Drinking water extension - Connecting homes to public water supply to improve drinking water quality

___ Stormwater project - Reducing stormwater runoff to improve water quality, protect public health, and reduce flooding

___ CSOs, Sewer project - Preventing sewer overflows to improve water quality and protect public health

___ ENR - Reducing pollution to improve Maryland waterways and the Chesapeake Bay and to protect public health

## Investing in America Signage - Bipartisan Infrastructure Law

**Use guidelines at https://www.epa.gov/invest/investing-america-signage**

## VI. FEDERAL WAGE RATE REQUIREMENTS UNDER THE DAVIS-BACON AND RELATED ACTS

**Prevailing Wage Requirements for CWSRF Capitalization Grants**

The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by Title VI of the Federal Water Pollution Control Act, also known as the CWA, (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under the Clean Water Act, Section 513." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**Preamble**

With respect to the CWSRF program, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section I-3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

## ATTACHMENT 1

**I. Requirements Under Title VI of the Clean Water Act (CWA) For Sub recipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under Title VI of the CWA, with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a state recipient needs guidance, the recipient may contact EPA's Office of Grants and Debarment for guidance at EPA_Grants_Info@epa.gov. The recipient or sub recipient may also obtain additional guidance from the U.S. Department of Labor's (DOL) website at http://www.dol.gov/whd/.

**1. Applicability of the DB prevailing wage requirements.**

Under Title VI of the CWA, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution

control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

**3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to

make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the Clean Water Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the DB 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.
Sub recipients may obtain wage determinations from DOL's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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 the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar), which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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 DB 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.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of DOL, 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 DB 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, the EPA 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.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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 website at http://www.dol.gov/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 the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, 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, the EPA or State 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 DOL, 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 DOL, 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, 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 29 CFR 5.5.

(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 DB and Related Act requirements. All rulings and interpretations of the DB 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 DOL 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 sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) 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 DB Act or 29 CFR 5.12(a)(1).

(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 DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore 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 paragraph (a)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall 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 contractor, 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 paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

**II. Requirements Under Title VI of the CWA - For Sub recipients That Are Not Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under Tit le VI of the CWA with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a state recipient needs guidance, the recipient may contact EPA's Office of Grants and Debarment for guidance at EPA_Grants_Info@epa.gov. The recipient or sub recipient may also obtain additional guidance from DOL's website at http://www.dol.gov/whd/.

**Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

**1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under Title VI of the CWA, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

(a) Sub recipients must obtain proposed wage determinations for specific localities at https://sam.gov/. After the sub recipient obtains its proposed wage determination, it must submit the wage determination to Ms. Bambi Turner, bambi.turner1@maryland.gov, (410) 537-3146, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

**3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and

not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the DB 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.

Sub recipients may obtain wage determinations from the DOL's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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 the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar), which

indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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 DB 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.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the DOL, 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 DB 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, the EPA 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.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization

grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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 website at http://www.dol.gov/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 the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, 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, the EPA or State 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 DOL, 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 subcontractors 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 DOL, 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, 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 29 CFR 5.5.

(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 DB and Related Act requirements. All rulings and interpretations of the DB 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 DOL 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 Sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) 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 DB Act or 29 CFR 5.12(a)(1).

(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 DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore 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 paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the DOL, 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 contractor, 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 paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission

of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

## Prevailing Wage Requirements for DWSRF Capitalization Grants

The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by a drinking water revolving loan fund as authorized by Section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as attached hereto entitled “Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e).” This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**Preamble**

With respect to the DWSRF program, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients’ compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section I-3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients’ compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

## ATTACHMENT 1

### I. Requirements Under Section 1452(a)(5) of the Safe Drinking Water Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub

recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact EPA's Office of Grants and Debarment for guidance at EPA_Grants_Info@epa.gov. The recipient or sub recipient may also obtain additional guidance from the U.S. Department of Labor's (DOL) website at http://www.dol.gov/whd/

**1. Applicability of the DB prevailing wage requirements.**

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract

or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

**3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the DB 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.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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 the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The Department of Labor Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The Department of Labor Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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 DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or 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 DB 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, the EPA 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of

the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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 website at http://www.dol.gov/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 the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, 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 section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA 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, the EPA or State 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, 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 29 CFR 5.5.

(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 DB and Related Act requirements. All rulings and interpretations of the DB 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 sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) 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 DB Act or 29 CFR 5.12(a)(1).

(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 DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore 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 paragraph (a)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 contractor, 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 paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

**II. Requirements Under Section 1452(a)(5) of the Safe Drinking Water Act For Sub recipients That Are Not Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the Safe Drinking Water Act, Section 1452(a)(5) with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact EPA's Office of Grants and Debarment for guidance at EPA_Grants_Info@epa.gov The recipient or sub recipient may also obtain additional guidance from DOL's website at http://www.dol.gov/whd/

**Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

**1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the Safe Drinking Water Act, Section 1452(a)(5), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

(a) Sub recipients must obtain proposed wage determinations for specific localities at https://sam.gov/. After the sub recipient obtains its proposed wage determination, it must submit the wage determination to Ms. Bambi Turner, bambi.turner1@maryland.gov, (410) 537-3146, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/ on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not

apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

**3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) and the DB 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.

Sub recipients may obtain wage determinations from DOL's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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 the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The Department of Labor Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_ INCOMING@dol.gov, and to the EPA DB Regional Coordinator concurrently. The Department of Labor Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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 DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or 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 DB 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, the EPA 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the

work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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 website at http://www.dol.gov/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 the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, 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 section 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 the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(ii)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA 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, the EPA or State 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 DOL, 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 subcontractors 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 DOL, 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, 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 29 CFR 5.5.

(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 DB and Related Act requirements. All rulings and interpretations of the DB 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 Sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) 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 DB Act or 29 CFR 5.12(a)(1).

(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 DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore 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 paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or 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 contractor, 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 paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section 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 paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

MARYLAND'S Coast
WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: November 19, 2024
RE: Request to Bid – Countywide Camera System Replacement

---

Attached for your review and approval are proposal documents to contract for the purchase and installation of a new countywide camera system. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

This project includes replacement of several cameras, additional cameras where needed and a countywide recording server. This project will also include replacement wiring as well as additional cabling as needed. The current camera server is end of life and has reached it limits of camera capacity.

Funding of $2,500,000 is available in the FY25 Budget in account, Other General Government Capital IT Equipment (100.1090.070.9010.040).

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

**Worcester County Administration**
**1 West Market Street, Room 1103**
**Snow Hill, Maryland 21863**

# REQUEST FOR PROPOSAL

**PROJECT:** Camera System Replacement

**DEPARTMENT:** Information Technology

## VENDOR:

**NAME:** _____

**ADDRESS:** _____

_____

## PROPOSAL OPENING:

**DATE:** _____

**TIME:** _____

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# SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract for the replacement of our countywide camera system in conformity with the requirements contained herein ("Proposal Document(s)").

B. **CLARIFICATION OF TERMS**

1. Firms or individuals that submit a proposal for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. **QUESTIONS AND INQUIRES**

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be noon on _____.
3. Addenda are posted on the County website at https://www.co.worcester.md.us/ under County Info: Bid Board: at https://www.co.worcester.md.us/commissioners/bids at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. **FILLING OUT PROPOSAL DOCUMENTS**

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. **SUBMISSION OF PROPOSAL DOCUMENTS**

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **COUNTYWIDE CAMERA SYSTEM REPLACEMENT** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. **OPENING OF PROPOSALS**

1. Proposal Documents received on time will be opened publicly. Only the Vendor's names will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
b. Character, integrity, reputation, experience and efficiency.
c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
e. Evidence of adequate insurance to comply with Contract terms and conditions.
f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
g. Explanation of methods to be used in fulfilling the Contract.
h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.

4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
   All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors*. For more information on the Certificate of Status please see http://www.dat.state.md.us/sdatweb/COSinfo.html .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. **DESCRIPTIVE LITERATURE**

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.
2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. **NOTICE TO VENDORS**

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. **PIGGYBACKING**

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

**END OF SECTION**

## SECTION II: GENERAL INFORMATION

A. **ECONOMY OF PROPOSAL**

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. **PUBLIC INFORMATION ACT (PIA)**

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
    a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. **CONTRACT AWARD**

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. **AUDIT**

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. **NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. **MODIFICATION OR WITHDRAWL OF PROPOSAL**

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. **DEFAULT**

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. **COLLUSION/FINANCIAL BENEFIT**

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. **TAX EXEMPTION**

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. **APPROVED EQUALS**

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. **DELIVERY**

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. **INSURANCE**

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. **PROPOSAL EVALUATION**

1. Proposal tabulations will be posted on the County website at https://www.co.worcester.md.us/commissioners/bids. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

**END OF SECTION**

# SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. **MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. **INSPECTION AND TESTING**

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. **LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. **SUPERVISION**

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. **CLEAN UP**

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. **CHANGES IN WORK**

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
    a. By estimate and acceptance of lump sum.
    b. By unit prices named in the contract or subsequently agreed upon.

K. **TIME FOR COMPLETION**

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. **LIQUIDATED DAMAGES**

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

| Amount of Contract | Liquidated Damages per Day |
|---|---|
| Less than $10,000 | $100.00 |
| $10,000 or less than $100,000 | $250.00 |
| $100,000 or less than $500,000 | $750.00 |
| $500,000 or more | $1,000.00 |

Or will be based on actual cost to the County, whichever is greater.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. **CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which

the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. **GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

# SECTION IV: PROPOSAL SPECIFICATIONS

A. **SCOPE**

1. The County is seeking proposals from qualified Vendors for the purchase and installation of Electronic Security System Devices including but not limited to cameras, cable, mounts, power supplies, Video Management Software (VMS) and Network Video Recorders (NVR), for various Worcester County locations in accordance with the terms and conditions and specifications set forth in this solicitation.
2. The Successful Vendor shall provide the installation, configuration, and operation of approved hardware and software to ensure a successful VMS deployment. The required hardware and licensing specifications differ based on the number and type of cameras at each site.
    a. For sites with less than 24 cameras, the Successful Vendor shall install a single NVR, with licensing, encoders, and configure the system to the County IT system.
    b. For sites with more than 24 cameras, the Successful Vendor shall install **at least two** NVR's, with licensing, encoders, and configure the system to the County IT system.
3. The Successful Vendor shall ensure that all materials include a **minimum** one-year warranty from the manufacturer to include all licensing, encoders, labor, and configuration.

B. **CONTRACT PRICING**

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. **SUMMARY**

1. The countywide camera system will replace existing equipment at approximately 16 locations across Worcester County. The purpose of this RFP is to purchase a comprehensive, scalable, and user-friendly solution to ensure public safety, support law enforcement activities, and facilitate efficient monitoring.
2. The Successful Vendor will be responsible for the following:
    a. **System Design and Configuration**: Design a comprehensive surveillance system, including the placement of cameras and necessary infrastructure.
        i. Each head-end infrastructure will be network connected allowing live and recorded playback through the various system interfaces.
    b. **Hardware and Software Requirements**: Provide, install, and configure all the hardware (cameras, servers, network switches) and software required to support the camera system.
        i. The Successful Vendor shall provide the application software for the electronic security management system and convert selected facilities as determined by the County.
        ii. The Successful Vendor shall maintain all software support agreements for all installed systems, through the end of the manufacturer warranty period.
        iii. The Successful Vendor shall only utilize components that are the original part number or approved equal in writing from the County.
    c. **Installation and Implementation**: Coordinate the installation process, including any necessary construction or cabling, ensuring minimal disruption.

i. Removal and replacement of all current video management system cable. This includes but is not limited to:
    a. Camera Transmission Cable
    b. Power Cable
    c. Network Cable
ii. Remove and replace all cameras that do not meet the current NDAA compliance. It is the responsibility of the Successful Vendor to provide a per camera installed price (license, camera, mount, labor, removal) during the bid process to ensure proper budgeting from the county.
iii. The price per camera will also function for removal and replacement of any cameras missed during the process.
iv. Currently the county has seven locations that will need remote solutions. These are defined as areas that have power but no network access. Please provide a solution for these locations separately on your bid.
v. The fixed interior cameras shall be a minimum of 2mp and one of the basis of design manufacturers or approved equal.
vi. The 180,270, or 360-degree internal cameras shall be a minimum of 5mp and one of the basis of design cameras or approved equal.
vii. The fixed exterior cameras shall be a minimum of 5mp and one of the basis of design cameras or approved equal.
viii. The 180, 270, or 360-degree exterior cameras shall be a minimum of 8mp and one of the basis of design cameras or approved equal.
ix. The VMS shall be server based at the main headend in the County building while each remote location will have an NVR that reports back into the main system.
x. The recording device shall be remote with the ability to dump video back into the central storage location on an as needed basis or daily as routine is set up.
xi. All locations will have failover recording except for the remote locations.
xii. Project submittals and approval will determine the final systems components to be installed.
xiii. All software, software licensing, workstation licensing, remote licensing, analytics, and analytic licenses will be covered by the contractor as part of this contract for a period of five years.
xiv. All material will be covered for a period of three years from the date of installation not the date of purchase.
xv. Labor will be covered for a period of one year from the date of project completion and sign off by the County.
xvi. Contractor is to provide basic drawings of each location with camera location, wire numbering, closet location, and headend location identified as part of the drawing. The County will provide what drawings it has but in absence of drawing the Successful Vendor will create a drawing to include the information required.
xvii. The Successful Vendor will follow the naming convention as identified by the County for all cameras and headend locations.

xviii. The Successful Vendor will need to produce a schedule approved by the County to minimize the amount of downtime on the existing video systems.
xix. Each location will be installed and then undergo a two week burn in period prior to being signed off.
xx. Training will be provided during the burn in period of the project for the County Main building.
xxi. Training will consist of manufactures direct employee training in administrative and operational training classes.
xxii. O & M manuals and warranty documentation will be provided prior to final release of funding.
xxiii. The County will provide the Successful Vendor with VPN connectivity to the to the VMS system to aid in remote diagnostics and assistance as required. The Successful Vendor shall sign a VPN User Agreement with Worcester County IT.
xxiv. The County will provide POE switches per the Successful Vendor's direction for size and speed.

d. **System Integration**: Ensure the system integrates with existing county IT systems, networks, and relevant software.
e. **Training and Documentation**: Provide training to county personnel on system operation and maintenance, along with comprehensive user manuals.
f. **Maintenance and Support**: Offer ongoing technical support and maintenance for [period, e.g., 3-5 years] after the system is operational.

D. **ATTACHMENTS**
1. List of locations and number of cameras currently at each location.

E. **PROPOSAL CONTENT**
1. Each proposal shall include the following information at a minimum:
   a. **Company Background**: Information on company history, experience, and expertise in surveillance systems.
      i. The Successful Vendor shall be authorized, factory trained, and certified by the approved system(s) the contractor specifies during the bid process and for system deployment and service.
   b. **Technical Solution**: Detailed description of the proposed camera system, including hardware specifications, network architecture, software features, data storage, and retrieval.
   c. **Project Plan**: Proposed timeline, milestones, and approach for implementation.
      i. Offerors must provide detailed project/implementation plan describing the methodology to complete the services in a timely, orderly, and least disruptive manner.
   d. **Pricing**: Comprehensive breakdown of costs, including hardware, software, installation, maintenance, and any recurring fees.
      i. Include a per hour labor rate for any needed wire runs.
   e. **References**: Contact information for at least three references from similar projects completed within the last five years.

F. **GENERAL REQUIREMENTS**
1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

2. The Successful Vendor shall hold a current Security Systems Agency License as issued by the State of Maryland.

G. **PRE-PROPOSAL CONFERENCE**

1. A pre-proposal meeting will be held on _____, at 10:00am at the Worcester County Government Center located at 1 West Market Street, Snow Hill, MD 21863.
2. The meeting will begin at the Government Center and then visit the other locations from there.

H. **PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
    a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
    b. The County will <u>not</u> be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

I. **QUESTIONS**

1. The last day for questions is listed under Section I, Subsection C.2.

J. **AWARD**

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

**END OF SECTION**

# SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

| Weighting Factor | Criterion |
|---|---|
| 25% | Qualifications of the Organization – Relevant experience and performance on similar projects of scope and size. |
| 25% | Vendor's understanding of the purpose and objectives of the specified work – Alignment with the specified technical requirements and system capabilities. |
| 15% | Support and Maintenance – Ongoing support structure and approach to service management. |
| 5% | Innovation and Additional Features – Any additional features that add value to the system. |
| 30% | Price – Overall cost, including installation, maintenance, and long-term operating costs. |

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

| | |
|---|---|
| Unacceptable | 0 |
| Poor | 1 |
| Fair | 2 |
| Good | 3 |
| Superior | 4 |

   a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

**END OF SECTION**

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL**

# FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "COUNTYWIDE CAMERA SYSTEM REPLACEMENT" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

*PROVIDE WITH YOUR PROPOSAL RESPONSE A COMPREHENSIVE BREAKDOWN OF COSTS, INCLUDING HARDWARE, SOFTWARE, INSTALLATION, MAINTENANCE, AND ANY RECURRING FEES. *

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

| | |
|---|---|
| _____ | _____ |
| Sign for Identification | Printed Name |
| _____ | _____ |
| Title | Email |

## REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

| | | | |
|---|---|---|---|
| Company Name: | | Company Name: | |
| Type of Project: | | Type of Project: | |
| Address: | | Address: | |
| Town, State, Zip Code: | | Town, State, Zip Code: | |
| Contact Person: | | Contact Person: | |
| Telephone Number: | | Telephone Number: | |
| Email: | | Email: | |
| Date of Service: | | Date of Service: | |
| | | | |
| Company Name: | | | |
| Type of Project: | | | |
| Address: | | | |
| Town, State, Zip Code: | | | |
| Contact Person: | | | |
| Telephone Number: | | | |
| Email: | | | |
| Date of Service: | | | |

_____ _____

Sign for Identification Printed Name

## EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

**EXCEPTIONS:**

(If none, write none) _____

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

| **Number** | **Date** | **Initials** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____ _____

Sign for Identification Printed Name

## INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

**********

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

**********

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

# VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____
_____

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____
_____
_____

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____
Sign for Identification Printed Name

## NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

# EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy**. If a bankruptcy proceeding by or against the Contractor is filed, then:
    a. The Contractor must notify the County immediately; and
    b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law**. The Contract is governed by the laws of Maryland and the County.
9. **Indemnification**. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination**. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience**. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract**. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries**. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities**. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract**. The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

# Worcester County Camera Systems

( Berlin Roads ) – 4 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Pocomoke Roads ) – 4 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( CBI/CET Berlin ) – 6 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Public Landing Marina ) – 4 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Ocean Pines Recycle ) – 2 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Emergency Services Radio Bldg. ) – 5 IP Cameras, Cat 5/6 wire, Switch & County Server

( 6 Radio Tower Shacks ) – 17 IP Cameras, Cat 5/6 wire, Switch & County Server

( Mosquito Control Bldg. ) – 2 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Wor. Co. Storage Bldg. ) – 4 IP Cameras, Cat 5/6 wire & Stand-alone NVR

( Welcome Center State Line ) – Currently no cameras on site

( Bank St. Bldg. ) – Currently no cameras on site

( Dept. of Public Works Office ) – 6 Cameras, No Name System, Non-NDAA

( Animal Control ) – 6 Cameras, No Name System, Non-NDAA

( Rec. Center ) – 27 IP Cameras, Cat 5/6 wire, Switch & County Server

( Fire Training Center ) – 6 IP Cameras, Cat 5/6 wire, Switch & County Server

( Waste Water OP ) – 20 Camera Hybrid System of Coax and IP, 2 Stand-alone NVR's ( Needs Replacing )

( Govt. Center, Court House, States Atty. Bldg.) – 120 IP Cameras, Cat 5/6 wire, Switch's County Server (

Landfill & Recycle Center Newark ) – 4 IP Cameras, Cat 5/6 wire, Switch & Counter Server

DEPARTMENT OF INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER

1 WEST MARKET STREET, ROOM 1003

SNOW HILL, MARYLAND 21863

TEL: 410-632-5610

www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Lance Thomas, Deputy Director of IT

Re: Request for Darktrace Email Security Contract Renewal

The IT department is requesting that the Commissioners approve the proposed three-year contract with Alliance Technology Group. This agreement will maintain the annual maintenance cost for the county's email security provider at the $25,000 allocated in the current county budget for fiscal year 2025. The county would then agree to an additional two years of maintenance at the increased annual rate of $56,101 for FY2026 and FY2027. The proposed increase in yearly cost will also cover additional protection for the county’s growing use of cloud applications.

The IT department believes that the current email security solution has proven to be a valuable component of the county’s overall cybersecurity defense. After evaluating several alternative security products that provide comparable protection, we believe the current solution remains the best option. While other email security solutions may offer similar pricing, they would require significant time to install and configure. Additionally, transitioning to a new solution would involve several months of training the system's AI to recognize the county’s normal email traffic, which could result in legitimate emails being delayed and potential threats being missed.

Given these factors, we recommend continuing with the current security software provider, with the increased costs for additional services to be phased in over the next few years.

Thank you for your time and consideration.

Lance Thomas

Deputy Director

ALLIANCE TECHNOLOGY GROUP
WBE and WSOB Certified

7010 Hi Tech Drive
Hanover, MD 21076
410-712-0270

## SALES QUOTATION

| | |
|---|---|
| Quote Date: | 11/7/2024 |
| Quote Number: | 169982-SG1 |
| Alliance Sales Rep: | Selwyn George |
| Vendor Sales Rep: | Christian Yepes |
| Expiration Date: | 11/26/2024 |
| Payment Terms: | Net 30 |

| Description | | | | |
|---|---|---|---|---|
| **Product #** | **Item Description** | **Qty.** | **Sales Price** | **Ext Sales Price** |
| DT-BUNDLE-EM-ID | | 1 | $137,178 | $137,178 |
| | **Darktrace / EMAIL (Exchange Online) for 501-600 Active Users (Email)** | | | |
| DT-PL-PD-EM-EX-000600 | | | | $ - |
| | **Darktrace Training (Public)** | | | $ - |
| | Darktrace Training (eLearning) | | | $ - |
| | Start Date: 12/31/2024-12/30/2027) | | | $ - |
| DT-PL-PD-ID-000600 | **Darktrace/IDENTITY for 36 Months for 501-600 Active Users (Identity)** | | | $ - |
| | **Darktrace Training (eLearning)** | | | |
| | Darktrace Training (Public) | | | |
| | Start Date: 12/31/2024-12/30/2027 | | | |
| DT-DP-VM-5K | Darktrace Cloud Master 5000 Connections | | | |
| | Start Date: 12/31/2024-12/30/2027 | | | |
| Invoicing Schedule | | | | |
| 12/31/2024 | $24,975 | | | |
| 12/31/2025 | $56,101.5 | | | |
| 12/31/2026 | $56,101.5 | | | $ - |
| | | | | $ - |

**End User:** Worcester County
Lance Thomas

**Subtotal:** $137,178

**Hardware Software Total:** **$ 137,178.00**

**Quote Acceptance Signature**

*Freight & Applicable Taxes Additional. Freight charges are "ESTIMATED" and "ACTUAL" charges will be invoiced. Customer is responsible for 100% of freight charges. This quote and configuration is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged. Should customer desire to use this information for any purpose other than its original intended purpose, or wish to divulge the contents of this quote to a 3rd party, customer must obtain written permission from Alliance prior to such use. This quote is valid for 30 days past the quote date unless otherwise noted and Quote is subject to change. All Purchase Orders subject to acceptance by Alliance Technology Group, LLC. Prices subject to change prior to acceptance of Purchase Order. Payment Terms pursuant to Contract of Sale. Leasing figures are being provided to you for informational purposes only. Actual lease rates may vary and are subject to credit approval. Alliance's Term's & Condition's apply. Alliance's T&C's can be viewed at www.alliance-it.com. Payment terms are determined by Alliance Technology Group, LLC. Maintenance pricing quoted must be purchased with product for price to be valid. Unless pre-paid, all maintenance pricing is subject to change. Alliance Technology Group LLC. reserves the right to impose a surcharge that is not greater than our cost of acceptance (less than 4%) on eligible credit card transactions Please send credit application to credit@alliance-it.com. The credit application can be found at http://www.alliance-it.com/online-credit-application.shtml.*

* Worcester County's Standard Terms and Conditions will apply - Exhibit A

# EXHIBIT A

Worcester County Maryland
Standard Terms

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment**. Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy**. If a bankruptcy proceeding by or against the Contractor is filed, then:
    a. The Contractor must notify the County immediately; and
    b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition**. The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature**. The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure**. The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law**. The Contract is governed by the laws of Maryland and the County.
9. **Indemnification**. The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination**. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

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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:** **Whole Watershed Act**
Request for Letter of Support

**Date:** 11/12/24

We had previously informed the County Commissioners of our presentation to Maryland Coastal Bays Program (MCB), concerning a potential local grant application to members of the MCB policy committee, many of which will be the agencies on the selection committee for the RFP for the grant that is due next month. We took advantage of that opportunity to let the agencies know we have an interest locally in this grant program.

The Act funds up to $1MM a year for five (5) years to drill-down on a restoration program for a watershed or sub-watershed. This is an opportunity to attract significant investment to Worcester County for restoration and other environmental activities in the watershed we select. We do need to match the money with in-kind or supplemental federal, county, or private funding for similar restoration projects within the specific watershed. After a detailed examination of the grant requirements for the watersheds we are looking at for this program, the Newport Bay Watershed presented the most opportunities to attract that kind of matching funding. In Newport Bay alone, the Lewis Road sewer and Town of Berlin stormwater projects get us close to $4 MM of qualifying matching project funding, and we still would consider funding from other watershed partners that would be available as well. The watershed also received the lowest score among the Coastal Bays watershed in the 2023 Report Card.

The Whole Watershed Restoration Act was passed in the 2024 Session and establishes the Whole Watershed Restoration Partnership to accelerate restoration of the Chesapeake and Atlantic Coastal Bays and their watersheds. The partnership provides grants and technical assistance to eligible projects over a period of five years. The Whole Watershed Fund (WWF) is established in the Department of Natural Resources (DNR) to provide funding for approved projects and is generally authorized to receive funding from specified State agricultural and environmental special funds. By October 1, 2024, and every five years thereafter, the State Management Team must issue a request for proposals for projects that meet specified criteria for location, benefits, and local government support. By March 1, 2025, and every five years thereafter, the State Management Team may approve up to five projects to receive assistance.

We would respectfully request a letter of support from the County Commissioners to endorse this grant opportunity and seek funding for watershed restoration and resiliency measures within the Newport Bay watershed. I have taken the liberty of attaching a draft letter for President Bertino's signature should the Commissioners look favorably upon this request.

Please let me know if you have any questions concerning this request.

Attachment

Draft

November, 2024

Maryland Department of Natural Resources
580 Taylor Ave.
Annapolis, MD 21401

Re: Whole Watershed Fund
Proposal: Restoring water quality and shallow water habitat in Newport Bay
Applicant: Maryland Coastal Bays Program in partnership with Worcester County, Lower Shore Land Trust, and Assateague Coastal Trust.

Dear Review Committee-

At their meeting on November 19, 2024, the Worcester County Commissioners reviewed a request for a letter of support for the above referenced grant program. On behalf of Worcester County, we are pleased to submit a Letter of Support for this proposal seeking funding for the restoration of Newport Bay in the Coastal Bays Watershed. This comprehensive watershed restoration addresses: 1) the need for enhanced stormwater management, including through nature-based stream and wetland restoration 2) sea level rise and salt marsh deterioration through marsh restoration 3) agricultural runoff through outreach to farmers for conservation practices, and 4) wastewater pollution by connecting septic systems to public sewer. The vulnerability of Maryland's Coastal Bays demands a suite of proactive, innovative approaches to ensure wildlife and communities survive and thrive despite an uncertain future.

The alliance between Maryland Coastal Bays Program, Worcester County, Assateague Coastal Trust, and Lower Shore Land Trust engages key federal, state and local partners and utilizes their respective areas of expertise gained from serving the Coastal Bays watershed for many years.

This proposal aligns with several comprehensive plans for the Coastal Bays watershed. Worcester County's 2023 Land Preservation, Parks and Recreation Plan contains a section on coastal resiliency which states, "Worcester County is working with Maryland Coastal Bays Program, Maryland Department of Natural Resources (MD DNR) and other partners to identify and implement nature-based restoration projects that strengthen community resilience". Worcester County's 2020 Hazard Mitigation & Resilience Plan identifies areas in Newport Bay as being at significant risk of climate change-related shoreline erosion and storm surge flooding. Maryland Coastal Bays Program (MCBP) is a National Estuary Program, and work is guided by a Comprehensive Conservation & Management Plan (CCMP), which identifies the restoration goals in this proposal in various action items. Additionally, MCBP's participation in the EPA's Climate Ready Estuaries process, which included a Climate Change Vulnerability Assessment, led to the development of a Climate Change Action Plan. The restoration of Newport Bay is identified in each of these guiding comprehensive plans.

This multi-year restoration effort will address the key issues resulting in Newport Bay consistently ranking as the unhealthiest of the Coastal Bays and specifically aims to improve in-stream water quality and degraded marsh to enable shallow water habitat in Newport Bay to regenerate. Worcester County requests that the Whole Watershed Restoration Partnership funds this application. If you have any questions about our commitment to the restoration of Newport Bay, please contact the undersigned or Weston Young, Chief Administrative Officer.

Sincerely,

Sincerely,

Anthony W. Bertino, Jr.
President

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:** **Town of Snow Hill**
MOU for SWM Inspections and Enforcement

**Date:** 11/12/24

We have been meeting with the Town Manager of Snow Hill and his staff on their stormwater management requirements and permitting process over the past couple months. They have notably had a few instances in the recent past where they admittedly need help with inspection of construction activities occurring within corporate limits. While a similar effort that was contemplated in years past was cancelled due to non-payment, this time the Town has put in place a program that will be self-funding. The Town of Snow Hill wishes to formalize an arrangement with the County concerning assistance in performing inspections and enforcement. The Town will issue permits and take in fees for this permitting and remit to the County at the agreed upon hourly rate for inspection and enforcement services. Maryland Department of the Environment (MDE) will continue to support the Town with erosion and sediment control services.

The Town has adopted the County's stormwater regulations within their ordinance in the Town Code so there will be no conflicting requirements for our inspectors. Also, the level of new construction activity occurring within the Town will not overwhelm our staff. Stormwater plan review of projects will be done by Mr. Shockley as they have always been done.

We have reviewed the attached MOU with both the County Attorney and Ms. Maureen Howarth, attorney for the Town, and any changes required by all parties have been resolved. Therefore, I would respectfully request that the County Commissioners consider authorizing President Bertino's signature on the attached Memorandum of Understanding (MOU) so we can provide the requested assistance to the Town.

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

cc: David Bradford
Brian Soper
Roscoe Leslie

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN THE MAYOR AND COUNCIL OF SNOW HILL AND**
**THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**
**TO PERFORM STORMWATER MANAGEMENT INSPECTIONS AND ENFORCEMENT FOR THE TOWN OF SNOW HILL**

This Memorandum of Understanding ("Memorandum") is entered on _____ day of November, 2024, between the County Commissioners of Worcester County, Maryland ("County") and the Mayor and Council of Snow Hill ("Town"), and collectively referred to as the "Parties", regarding stormwater management inspections and enforcement activities in the Town of Snow Hill.

**Recitals**

WHEREAS, the Town wishes to formalize its arrangement with the County concerning the County's assistance in performing inspection and enforcement responsibilities of the Town's adopted Stormwater Management Ordinance as stated in Chapter 158 of the Snow Hill Town Code; and

WHEREAS, this Memorandum only pertains to stormwater management inspection and enforcement responsibilities. The Maryland Department of the Environment oversees erosion and sediment control regulations and related inspection duties.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree, as follows:

**TERMS**

The following are the procedures to be followed for a project in the Town of Snow Hill to receive inspection and enforcement services from the County:

1. Applicants with projects in the Town of Snow Hill must obtain stormwater management approval from Worcester County and erosion and sediment control approval from the Worcester Soil Conservation District.
2. After receiving plan approval, applicants with projects in the Town of Snow Hill are to obtain and submit a stormwater management permit application, with the associated fee, to the Town of Snow Hill. Submissions should include four (4) copies of the approved stormwater management and sediment and erosion control plans. Worcester County

Environmental Programs Department shall be provided with one of these copies to use for inspections.

a. Applicants will be required to sign an Inspection & Maintenance Agreement. The Town shall obtain the Inspection & Maintenance Agreement, including applicable recording fees, from the applicant and process the agreement for recording in the Land Records of Worcester County.

b. When applicable, bonding documents between the applicant named on the permit and the Town shall be processed and retained by the Town. The bond amount necessary will be established by the County and written on the approved stormwater management plans.

3. Inspection requests shall be made by the applicant to the Town and then be scheduled with the County's inspector.

4. Inspections are then performed by the County inspector and the inspector's time will be billed to the Town at a rate of $50.00 per hour.

   a. The County will maintain a detailed inspection log for each project and will bill the Town monthly for inspections performed.

5. Inspection and enforcement functions will be performed in accordance with Worcester County Code, Natural Resources Article - §NR 1-110, Inspection and Enforcement. The Town shall request any enforcement services needed, and any complaints regarding stormwater management projects shall first be routed through the Town.

6. All additional duties, policies, and procedures shall be established by the Town with the approval of the County.

**TERM AND TERMINATION**

The term of this MOU commences on the date first written above and continues through June 30, 2025, unless otherwise terminated as provided herein, and shall automatically renew on a yearly basis thereafter unless terminated by either Party. The County shall provide the Town with one hundred and twenty days (120) written notice.

**NOTICE**

Any notices to be given under this MOU shall, at minimum, be delivered, postage prepaid and addressed to:

Town Manager
Mayor and Council of Snow Hill

300 Bank Street
Snow Hill, Maryland 21863

Chief Administrative Officer
County Commissioners of Worcester County
1 West Market Street
Snow Hill, Maryland 21863

The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

**AMENDMENT**

The provisions of this MOU may be amended by mutual consent of the Parties. No additions to, or alterations of the terms of this MOU shall be valid unless made in writing and formally approved by the Parties and executed by the duly authorized official of each Party.

**ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations, promises, offers or agreements, related to the subject matter herein, either written or oral. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this MOU, on the date first above written.

Witness:

**County Commissioners of Worcester County, Maryland**

_____ _____(Seal)
Anthony W. Bertino, Jr., President

**Mayor and Council of Snow Hill**

_____ _____(Seal)
Janet Simpson, Mayor

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



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

**DALLAS BAKER JR., P.E.**
DIRECTOR

**CHRISTOPHER CLASING, P.E.**
DEPUTY DIRECTOR

**TO:** **Weston S. Young, Chief Administrative Officer**
**Candace Savage, CGFM. Deputy Chief Administrative Officer**
**FROM:** **Dallas Baker, Jr., P.E., Director** Dallas Baker Jr
**DATE:** **November 7, 2024**
**SUBJECT:** **FY25 Vehicle Purchase – Sheriff's Office**

Public Works is requesting Commissioner approval to order and purchase nine new Chevrolet Tahoe's for the Sheriff Department. These vehicles were approved in the FY25 capital equipment account #1101.9010.010. Multiple dealerships were contacted to provide quotes. Attached are the only quotes received that met standard specifications. After review of all submitted quotes, we recommend the following vehicles be approved:

**(1) 2025 Chevrolet Tahoe PPV 4x4 (Sheriff)**

| | | |
|---|---|---|
| *IG Burton Berlin, MD* | 2025 Chevrolet Tahoe PPV 4x4 | $53,809.00 |
| | Approved Budget Amount | $60,000.00 |

**(8) 2025 Chevrolet Tahoe PPV 2wd (Sheriff)**

| | | |
|---|---|---|
| *Hertrich Fleet Milford, DE* | 2025 Chevrolet Tahoe PPV 2wd | $49,691.00 ea. |
| | Approved Budget Amount | $55,000.00 ea. |

**Total Budgeted Amount** $500,000.00

**Total Budget Savings** $48,663.00

Please let me know if there are any questions.

Attachments

cc: Derrick Babcock
Chris Classing
Nick Rice

**WORCESTER COUNTY**

VEHICLE SPECIFICATIONS – SUV FULL SIZE 4X4 WITH PPV PACKAGE (Sheriff)

One (1) New SUV Full Size 4x4 PPV Package rated to be equipped as follows:

| | |
|---|---|
| Payload: | 1,700 lbs. minimum |
| GVWR: | 7,400 lbs. minimum |
| Wheelbase: | 121" minimum |
| Engine: | 5.3L minimum displacement, |
| Transmission: | 10 Speed Automatic with Overdrive |
| Battery: | 900 CCA with rundown protection |
| Auxiliary battery: | 760 CCA with computer-controlled isolator |
| Alternator: | 250 amp minimum |
| Axles and springs: | To meet payload |
| Shock absorbers: | Front and rear |
| Tires: | Standard to meet payload with same size conventional spare wheel and tire |
| Wheels (NZV) | 20" x 9" machined aluminum |
| Brakes: | Power with 4-wheel ABS |
| Steering: | Electronically controlled power steering with tilt wheel |
| Fuel tank: | 24 gallon minimum |
| Mirrors: | Dual – factory installed – low mount 5" x 7" Minimum, remote control, electric-heated |
| Bumpers: | Front and rear |
| Body: | 4 door, 5' minimum, full steel top |
| Rear Lift Gate: | With Flip-up Glass |
| Rear intermittent Wiper/ Wash | |
| Seats: | Front cloth bucket seats (A50), with Center floor console (D07), 2nd row cloth 60/40 split folding bench seats, Ten-way power driver's seat |
| Floor covering: | Color-Keyed carpeting in occupant area (B30) |

Factory floor mats (B58)
Factory air conditioning
Tinted glass
Driver side air bag supplemental restraint system and front seat passenger position
Heater/defroster – fresh air type
Directional signals
Windshield wipers – multi-speed electric with intermittent action feature
Rear A/C and heat
Rear window defroster
Power point and USB device linking point
AM/FM stereo radio with Bluetooth for cell phone linking
Power operated window and door locks
Child safety locks

| | |
|---|---|
| Exterior Color: | Black |
| Interior Color: | Black or Ebony |

Front license plate bracket
Front recovery hooks (V76)
Factory undercoating
Cruise control

| | |
|---|---|
| Oil Coolers: | Engine, Transmission |
| Speedometer: | 140 MPH Certified- 1MPH Increments with Digital Trip Odometer |
| Dash Cluster: | Oil Pressure, Voltmeter, Tachometer, Engine Temperature Gauge, Hour Meter and Driver Information Center |

Delete daytime running lights (9G8)
Differential Locking Rear
Prewiring grille lamps & speakers (6J3)
Prewiring horn & siren circuit (6J4)
Flasher System Headlamps and Tail lamps (6J7)
Fleet Free Maintenance Credit (R9Y)
OnStar
Six (6) keys and six key FOBs to be supplied with this vehicle

Acceptable Models: Chevrolet Tahoe PPV or comparable vehicle

# i.g.Burton-Berlin

Direct: 302-500-3956 / Fax: 856-504-0108
10420 Old Ocean City Blvd Berlin, Md. 21811
igbfleet@gmail.com
Rick Di Renzo, Fleet Consultant

| | | | | | |
|---|---|---|---|---|---|
| | | | | DATE | 11/4/2024 |
| END USER | | ADDRESS - CITY, STATE, ZIP: | | | |
| WORCESTER COUNTY | | | | | |
| Comments | | BPO NO: 001B4600230-#0017/07006 | | | |
| Item | QTY | Part No. | Description | MD COST | TOTAL |
| 1 | 1 | CK10706/9C1 | 2025 CHEVROLET TAHOE PPV 4WD | $ 52,051.00 | $ 52,051.00 |
| | | L84/MHU | 5.3L V8 FLEX FUEL-10 SPEED AUTOMATIC | | |
| | | Z56 | HEAVY DUTY SUSPENSION PACKAGE | | |
| | | ATD | DELETED THIRD ROW SEAT | | |
| | | A50 | CLOTH BUCKET FRONT SEATS | $ 350.00 | $ 350.00 |
| | | HIT | CLOTH SEATS | | |
| | | 5J9 | CALIBRATION, TAILAMP FLASHER-R/W | | |
| | | B58 | FLOOR MATS | $ 195.00 | $ 195.00 |
| | | BTV | REMOTE START | | |
| | | AMF | FOUR EXTRA REMOTES | | |
| | 1 | PROG | PROGRAM REMOTES | $ 181.00 | $ 181.00 |
| | | 6J7 | FACTORY FLASHBACK SYSTEM | | |
| | 1 | V76 | RECOVERY HOOKS | $ 49.00 | $ 49.00 |
| | 1 | 6J4 | HORN/SIREN WIRING CIRCUIT | $ 53.90 | $ 53.90 |
| | 1 | 6J3 | GRILLE LAMP/SPEAKER WIRING CIRCUIT | $ 90.16 | $ 90.16 |
| | | 6C7 | RED/WHITE DOME LIGHT | | |
| | 1 | 7X3 | LEFT HAND LED SPOTLAMP-CREDIT | $ (350.00) | $ (350.00) |
| | 1 | 9G8 | HEADLAMPS, DAYTIME RUNNING DELETE | $ 49.00 | $ 49.00 |
| | | J55 | BRAKE SYSTEM, HEAVY DUTY-BREMBO | | |
| | | K3W/K6K | HEAVY DUTY DUAL BATTERIES, 850CCA/760 CCA | | |
| | 1 | NZV | WHEELS, 20"-275/55R20SL ASBW-FIRESTONE | $ 1,100.00 | $ 1,100.00 |
| | | RC1 | SKID PLATE FRONT | | |
| | | T66 | WIRING PROVISIONS FOR OUTSIDE MIRRORS | | |
| | | KX4 | 250 AMP ALTERNATOR | | |
| | 1 | VK3 | FRONT LICENSE PLATE BRACKET | $ 40.00 | $ 40.00 |
| | | UVB | REAR VISION CAMERA | | |
| | | UT7 | GROUND WIRES | | |
| | | UPF | BLUETOOTH | | |
| | 1 | COLOR | BLACK | | |
| | | | TOTAL | | $ 53,809.06 |

Hertrich Fleet Services, Inc.

Sheriff

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP | Invoice |
|---|---|---|---|
| CK10706 | 2025 Chevrolet Tahoe 4WD 4dr Commercial | $55,500.00 | $52,503.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GBA | Black |

### OPTIONS

| CODE | DESCRIPTION | MSRP | Invoice |
|---|---|---|---|
| ___ | Active Hill Hold Assist | Inc. | Inc. |
| ___ | Seat belts, 3-point, all seating positions | Inc. | Inc. |
| ___ | Capless Fuel Fill | Inc. | Inc. |
| ___ | Protected idle | Inc. | Inc. |
| ___ | Instrumentation, analog | Inc. | Inc. |
| ___ | Exterior ornamentation delete | Inc. | Inc. |
| ___ | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness | Inc. | Inc. |
| ___ | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring | Inc. | Inc. |
| ___ | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness | Inc. | Inc. |
| ___ | Theft-deterrent system, vehicle, PASS-Key III | Inc. | Inc. |
| 1FL | Commercial Preferred Equipment Group | $0.00 | $0.00 |
| 5J3 | Calibration, Surveillance Mode interior lighting | Inc. | Inc. |
| 5J9 | Calibration, taillamp flasher, Red/White | Inc. | Inc. |
| 5LO | Calibration, taillamp flasher, Red/Red | Inc. | Inc. |
| 6J3 | Wiring, grille lamps and siren speakers | $92.00 | $83.72 |
| 6J4 | Wiring, horn and siren circuit | $55.00 | $50.05 |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire | Inc. | Inc. |
| 9C1 | Identifier for Police Package Vehicle | $0.00 | $0.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | $50.00 | $45.50 |
| A50 | Seats, front bucket | $350.00 | $318.50 |

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Data Version: 23690. Data Updated: Oct 14, 2024 6:42:00 PM PDT.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

**OPTIONS**

| CODE | DESCRIPTION | MSRP | Invoice |
|---|---|---|---|
| AMF | Remote Keyless Entry Package | Inc. | Inc. |
| ATD | Seat delete, third row | Inc. | Inc. |
| AX2 | Key, unique | Inc. | Inc. |
| AYH | Airbags, Frontal airbags for driver and front outboard passenger; | Inc. | Inc. |
| B30 | Floor covering, color-keyed carpeting in occupant area. | $195.00 | $177.45 |
| B58 | Floor mats, color-keyed carpeted first and second row, removable | $0.00 | $0.00 |
| BCV | Lock control, driver side auto door lock disable | Inc. | Inc. |
| BTV | Remote start | Inc. | Inc. |
| C6G | GVWR, 7600 lbs. (3447 kg) | Inc. | Inc. |
| CTB | Intersection Automatic Emergency Braking | Inc. | Inc. |
| D07 | Console, floor | Inc. | Inc. |
| DRZ | Rear Camera Mirror, inside rearview auto-dimming | Inc. | Inc. |
| GBA | Black | $0.00 | $0.00 |
| GU5 | Rear axle, 3.23 ratio | $0.00 | $0.00 |
| H1T | Jet Black, Cloth seat trim | $0.00 | $0.00 |
| K34 | Cruise control, electronic with set and resume speed | Inc. | Inc. |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating | Inc. | Inc. |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating | Inc. | Inc. |
| KX4 | Alternator, 250 amps | Inc. | Inc. |
| L84 | Engine, 5.3L EcoTec3 V8 | $0.00 | $0.00 |
| MHU | Transmission, 10-speed automatic | Inc. | Inc. |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements | $0.00 | $0.00 |
| NZV | Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum wit Charcoal pockets | $1,100.00 | $1,001.00 |
| PQA | 1FL Safety Package | $825.00 | $750.75 |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit | Inc. | Inc. |
| RC1 | Skid plate, front | Inc. | Inc. |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap | Inc. | Inc. |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors | Inc. | Inc. |

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Data Version: 23690. Data Updated: Oct 14, 2024 6:42:00 PM PDT.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

**OPTIONS**

| CODE | DESCRIPTION | MSRP | Invoice |
|---|---|---|---|
| TQ5 | IntelliBeam, automatic high beam on/off | Inc. | Inc. |
| UBC | USB ports, 2 type-A and C, charge and data | Inc. | Inc. |
| UD7 | Rear Parking Assist | Inc. | Inc. |
| UDA | OnStar deactivated (does not delete Bluetooth) | $50.00 | $45.50 |
| UEU | Forward Collision Alert | Inc. | Inc. |
| UFB | Rear Cross Traffic Braking | Inc. | Inc. |
| UHY | Automatic Emergency Braking | Inc. | Inc. |
| UKI | Blind Zone Steering Assist | Inc. | Inc. |
| UKM | Lane Keep Assist | Inc. | Inc. |
| UKT | Front Pedestrian and Bicyclist Braking | Inc. | Inc. |
| UOW | Side Bicyclist Alert | Inc. | Inc. |
| URW | Audio system, 17.7" diagonal advanced color LCD display | $0.00 | $0.00 |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area | Inc. | Inc. |
| V53 | Luggage rack side rails, delete | Inc. | Inc. |
| V76 | Recovery hooks, 2 front, frame-mounted, Black | Inc. | Inc. |
| VZ2 | Speedometer calibration | Inc. | Inc. |
| WUA | Fascia, front high-approach angle | Inc. | Inc. |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | Inc. | Inc. |
| Z56 | Suspension Package, heavy-duty, police-rated. | Inc. | Inc. |
| | **Options Total** | **$2,717.00** | **$2,472.47** |

## Price Summary

**PRICE SUMMARY**

| | MSRP | Invoice |
|---|---|---|
| Base Price | $55,500.00 | $52,503.00 |
| Total Options | $2,717.00 | $2,472.47 |
| Vehicle Subtotal | $58,217.00 | $54,975.47 |
| Dealer Advertising Adjustment | $0.00 | $0.00 |
| Destination Charge | $1,995.00 | $1,995.00 |

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Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

**PRICE SUMMARY**

| | MSRP | Invoice |
|---|---|---|
| **Grand Total** | **$60,212.00** | **$56,970.~~11~~** |

Howard City Contract $ - 515
Gov't Incentive $ - 1900
$ 54,555

Susan E Hackney

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Data Version: 23690. Data Updated: Oct 14, 2024 6:42:00 PM PDT.

**WORCESTER COUNTY**

VEHICLE SPECIFICATIONS – SUV FULL SIZE 4X2 WITH PPV POLICE PACKAGE (Sheriff)

Eight (8) New SUV Full Size 4x2 PPV Police Package rated to be equipped as follows:

| | |
|---|---|
| Payload: | 1,700 lbs. minimum |
| GVWR: | 7,400 lbs. minimum |
| Wheelbase: | 121" minimum |
| Engine: | 5.3L minimum displacement, |
| Transmission: | 10 Speed Automatic with Overdrive |
| Battery: | 900 CCA with rundown protection |
| Auxiliary battery: | 760 CCA with computer-controlled isolator |
| Alternator: | 250 amp minimum |
| Axles and springs: | To meet payload |
| Shock absorbers: | Front and rear |
| Tires: | V Rated Manufacturer's radial to meet Payload with conventional spare Wheel and tire |
| Brakes: | Power with 4-wheel ABS |
| Steering: | Electronically controlled power steering with tilt wheel |
| Fuel tank: | 24 gallon minimum |
| Mirrors: | Dual – factory installed – low mount 5" x 7" Minimum, remote control, electric-heated |
| Bumpers: | Front and rear |
| Body: | 4 door, 5' minimum, full steel top |
| Rear Lift Gate: | With Flip-up Glass |

Rear intermittent Wiper/ Wash
Cloth 40/20/40 seats in front, 2nd row vinyl 60/40 split folding bench seats (5T5)
Delete Center Front Seat (5Y1)
Ten-way power driver's seat
Factory air conditioning
Tinted glass
Driver side air bag supplemental restraint system and front seat passenger position
Heater/defroster – fresh air type
Directional signals
Windshield wipers – multi-speed electric with intermittent action feature
No floor console
Rear A/C and heat
Rear window defroster
Power point and USB device linking point
AM/FM stereo radio with Bluetooth for cell phone linking
Power operated window and door locks
Child safety locks

| | |
|---|---|
| Exterior Color: | Dark Blue Metallic |
| Interior Color: | Black or Ebony |

Front license plate bracket
Front recovery hooks (V76)
Factory undercoating
Cruise control

| | |
|---|---|
| Oil Coolers: | Engine, Transmission |
| Floor covering: | Full heavy-duty vinyl |
| Speedometer: | 140 MPH Certified- 1MPH Increments with Digital Trip Odometer |
| Dash Cluster: | Oil Pressure, Voltmeter, Tachometer, Engine Temperature Gauge, Hour Meter and Driver Information Center |

Delete daytime running lights (9G8)
Differential Locking Rear
Prewiring grille lamps & speakers (6J3)
Prewiring horn & siren circuit (6J4)
Flasher System Headlamps and Tail lamps (6J7)
Fleet Free Maintenance Credit (R9Y)
OnStar
Six (6) keys and six key FOBs to be supplied with this vehicle

Acceptable Models: Chevrolet Tahoe PPV or comparable vehicle

GM Hertrich Fleet Services, Inc. Sheriff - Quantity 8

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( ✓ Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP | Invoice |
|---|---|---|---|
| CC10706 | 2025 Chevrolet Tahoe 2WD 4dr Police | $52,500.00 | $49,665.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GBA | ~~Black~~ Special Paint - Midnight Blue no longer available Dark Blue Metallic (special paint pricing not loaded) |

### OPTIONS

| CODE | DESCRIPTION | MSRP | Invoice |
|---|---|---|---|
| 1FL | Commercial Preferred Equipment Group | $0.00 | $0.00 |
| 5T5 | Seats, front cloth and second row vinyl | $0.00 | $0.00 |
| 5Y1 | Front center seat (20% seat) delete | $0.00 | $0.00 |
| 6J3 | Wiring, grille lamps and siren speakers | $92.00 | $83.72 |
| 6J4 | Wiring, horn and siren circuit | $55.00 | $50.05 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | $50.00 | $45.50 |
| AZ3 | Seats, front 40/20/40 split-bench | $0.00 | $0.00 |
| C6C | GVWR, 7400 lbs. (3357 kg) | $0.00 | $0.00 |
| GBA | Black | $0.00 | $0.00 |
| GU5 | Rear axle, 3.23 ratio | $0.00 | $0.00 |
| H1T | Jet Black, Cloth seat trim | $0.00 | $0.00 |
| L84 | Engine, 5.3L EcoTec3 V8 | $0.00 | $0.00 |
| MHU | Transmission, 10-speed automatic | $0.00 | $0.00 |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements | $0.00 | $0.00 |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | $0.00 | $0.00 |
| URW | Audio system, 17.7" diagonal advanced color LCD display | $0.00 | $0.00 |
| VK3 | License plate front mounting package | $0.00 | $0.00 |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | $0.00 | $0.00 |
| Z56 | Suspension Package, heavy-duty, police-rated. | $0.00 | $0.00 |
| | **Options Total** | **$197.00** | **$179.27** |

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GM Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## Price Summary

**PRICE SUMMARY**

| | MSRP | Invoice |
|---|---|---|
| Base Price | $52,500.00 | $49,665.00 |
| Total Options | $197.00 | $179.27 |
| Vehicle Subtotal | $52,697.00 | $49,844.27 |
| Dealer Advertising Adjustment | $0.00 | $0.00 |
| Destination Charge | $1,995.00 | $1,995.00 |
| **Grand Total** | **$54,692.00** | **$51,839.27** |
| TGK - Special Paint | + 450 | + 409.50 |
| 9V7 - Dark Blue | + 250 | + 227.50 |
| | $55,392 | $52,476 |
| Howard County Contract | | $ — 515 |
| Govt Incentives | | $ — 2270 |
| | | $49,691 |

Susan E Hacker

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Data Version: 23690. Data Updated: Oct 14, 2024 6:42:00 PM PDT.

**I.G.BURTON-BERLIN**
RICHARD DIRENZO | 302-500-3956 | igbfleet@gmail.com

# Worcester County

**Prepared For:** Derrick Babcock

410-632-5675

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police




2025 Tahoe 2nd PPV. $ 54,200.00

**I.G.BURTON-BERLIN**
RICHARD DIRENZO | 302-500-3956 | igbfleet@gmail.com

## I.G.BURTON-BERLIN

**Prepared By:**

RICHARD DIRENZO
I.G.BURTON-BERLIN
302-500-3956
igbfleet@gmail.com

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Data Version: 23700. Data Updated: Oct 15, 2024 6:45:00 PM PDT.

**I.G.BURTON-BERLIN**
RICHARD DIRENZO | 302-500-3956 | igbfleet@gmail.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( ✓ Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL |
|---|---|
| CC10706 | 2025 Chevrolet Tahoe 2WD 4dr Police |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GBA | Black |

### SUSPENSION PKG

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| Z56 | Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar | 0.00 lbs | 0.00 lbs |

### EMISSIONS

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements | 0.00 lbs | 0.00 lbs |

### ENGINE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| L84 | Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD) | 0.00 lbs | 0.00 lbs |

### TRANSMISSION

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| MHU | Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul | 0.00 lbs | 0.00 lbs |

### GVWR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| C6C | GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD) | 0.00 lbs | 0.00 lbs |

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**I.G.BURTON-BERLIN**
RICHARD DIRENZO | 302-500-3956 | igbfleet@gmail.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( ✓ Complete )

## AXLE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| GU5 | Rear axle, 3.23 ratio | 0.00 lbs | 0.00 lbs |

## PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| 1FL | Commercial Preferred Equipment Group includes standard equipment | 0.00 lbs | 0.00 lbs |

## WHEEL TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD) | 0.00 lbs | 0.00 lbs |

## TIRES

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD) | 0.00 lbs | 0.00 lbs |

## PAINT

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| GBA | Black | 0.00 lbs | 0.00 lbs |

## SEAT TYPE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| AZ3 | Seats, front 40/20/40 split-bench | 0.00 lbs | 0.00 lbs |

## SEAT TRIM

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| H1T | Jet Black, Cloth seat trim | 0.00 lbs | 0.00 lbs |

## RADIO

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| URW | Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD) | 0.00 lbs | 0.00 lbs |

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| PQA | 1FL Safety Package includes (UEU) Forward Collision Alert, (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, (UKI) Blind Zone Steering Assist, (UHY) Automatic Emergency Braking, (UFB) Rear Cross Traffic Braking, (UKT) Front Pedestrian and Bicyclist Braking, (CTB) Intersection Automatic Emergency Braking, (UOW) Side Bicyclist Alert, (DRZ) Rear Camera Mirror and (TQ5) IntelliBeam headlamps | 0.00 lbs | 0.00 lbs |

## ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| 6C7 | Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp | 0.00 lbs | 0.00 lbs |
| 7X3 | Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps.) | 0.00 lbs | 0.00 lbs |
| TQ5 | IntelliBeam, automatic high beam on/off (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| VK3 | License plate front mounting package (Included on orders with ship-to-states that require a front license plate.) | 0.00 lbs | 0.00 lbs |

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( ✓ Complete )

## ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| 5Y1 | Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (On 2WD model, not available with (B30) color-keyed carpeting floor covering.) | 0.00 lbs | 0.00 lbs |
| 6E2 | Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key. Not available with SEO (6E8) Fleet Calibration.) | 0.00 lbs | 0.00 lbs |
| 6N5 | Switches, rear window inoperative (rear windows can only operate from driver's position.) | 0.00 lbs | 0.00 lbs |
| 6N6 | Door locks and handles, inside rear doors inoperative (door can only be opened from outside) | 0.00 lbs | 0.00 lbs |
| AU7 | Key common, fleet (Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration.) | 0.00 lbs | 0.00 lbs |
| DRZ | Rear Camera Mirror, inside rearview auto-dimming with full camera display (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UN9 | Radio Suppression Package, with ground straps | 0.00 lbs | 0.00 lbs |
| UTQ | Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle | 0.00 lbs | 0.00 lbs |

## ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| CTB | Intersection Automatic Emergency Braking intersection alert, braking (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UHY | Automatic Emergency Braking (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UKT | Front Pedestrian and Bicyclist Braking (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |

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## ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| UEU | Forward Collision Alert (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UFB | Rear Cross Traffic Braking (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UKI | Blind Zone Steering Assist (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UKM | Lane Keep Assist with Lane Departure Warning, enhanced (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |
| UOW | Side Bicyclist Alert (Included and only available with (PQA) 1FL Safety Package.) | 0.00 lbs | 0.00 lbs |

## ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| 6J3 | Wiring, grille lamps and siren speakers | 0.00 lbs | 0.00 lbs |
| 6J4 | Wiring, horn and siren circuit | 0.00 lbs | 0.00 lbs |
| WX7 | Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. | 0.00 lbs | 0.00 lbs |

## ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | 0.00 lbs | 0.00 lbs |

## SHIP THRU CODES

| CODE | DESCRIPTION | FRONT WEIGHT | REAR WEIGHT |
|---|---|---|---|
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.) | 0.00 lbs | 0.00 lbs |
| | **Options Total** | **0.00 lbs** | **0.00 lbs** |

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( ✓ Complete )

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## Standard Equipment

### Package

Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete)

Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense

### Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul

Rear axle, 3.23 ratio

Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar

GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Differential, mechanical limited-slip

Rear wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 850 cold-cranking amps with 95 amp hour rating

Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)

Alternator, 250 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

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## Mechanical

Trailer sway control

Hitch Guidance

Recovery hooks, 2 front, frame-mounted, Black Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)

Skid plate, front

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brake system, heavy duty with front Brembo calipers and 16" front rotors

Capless Fuel Fill

Exhaust, single system, single-outlet

Mechanical Jack with tools

Ground wires, blunt cut cargo area and blunt cut console area

Wiring provision, for outside mirrors and cargo side mirrors

Flasher system, headlamp and taillamp, DRL compatible with control wire

Calibration, taillamp flasher, Red/White

Calibration, taillamp flasher, Red/Red

## Exterior

Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)

Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)

Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Fascia, front high-approach angle

Luggage rack side rails, delete

Assist steps, Black with chrome accent strip

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

| | |
|---|---|
| **Exterior** | |
| | Headlamps, LED |
| | Tail lamps, LED |
| | Mirrors, outside heated power-adjustable, manual-folding, body-color |
| | Mirror caps, body-color |
| | Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass) |
| | Glass, acoustic, laminated |
| | Glass, windshield shade band |
| | Windshield, solar absorbing |
| | Wipers, front intermittent, Rainsense |
| | Wiper, rear intermittent with washer |
| | Exterior ornamentation delete (front & rear Chevrolet bowties will remain) |
| | Door handles, body-color |
| | Liftgate, rear manual |
| **Entertainment** | |
| | Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD) |
| | Audio system feature, 6-speaker system |
| | Bluetooth for phone personal cell phone connectivity to vehicle audio system |
| | 5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.) |
| | Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.) |
| | SiriusXM, delete |
| | Wireless Apple CarPlay/Wireless Android Auto |
| **Interior** | |
| | Seats, front 40/20/40 split-bench |
| | Seat adjuster, driver 8-way power |
| | Seat adjuster, front passenger 6-way power |
| | Seat adjuster, front passenger 8-way power |
| | Seat adjuster, driver 2-way power lumbar |

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## Interior

| | |
|---|---|
| | Seat adjuster, front passenger 2-way power lumbar |
| | Seats, second row 60/40 split-folding bench, manual |
| | Seat delete, third row (Deletes rear storage compartment.) |
| | Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.) |
| | Electronic Precision Shift |
| | Steering column lock, electrical |
| | Steering column, manual tilt and telescopic |
| | Steering wheel, vinyl |
| | Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped) |
| | Speedometer calibration |
| | Driver Information Center, 11" diagonal multi-color digital display |
| | Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer |
| | Door locks, power programmable with lockout protection and delayed locking |
| | Keyless Open includes extended range Remote Keyless Entry |
| | Key, unique (Deleted when (AU7) fleet common key is ordered. |
| | Remote start |
| | Window, power with driver Express-Up/Down |
| | Window, power with front passenger Express-Up/Down |
| | Windows, power with rear Express-Down |
| | Cruise control, electronic with set and resume speed |
| | Theft-deterrent system, electrical, unauthorized entry |
| | Theft-deterrent system, vehicle, PASS-Key III |
| | Display, automatic occupant sensing |
| | Wireless Phone Charging, for portable devices |
| | USB ports, 2 type-A and C, charge and data, located on front console |
| | USB ports, 2 type-C, charge-only, located in third row |
| | Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants |
| | Air conditioning, rear |

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| | |
|---|---|
| **Interior** | |
| | Defogger, rear-window electric |
| | Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area |
| | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness |
| | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness |
| | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring |
| | Sill plates, bright, front and rear door |
| | Mirror, inside rearview manual day/night |
| | Visors, driver and front passenger illuminated vanity mirrors, sliding |
| | Assist handles, overhead, driver and front passenger, located in headliner |
| | Assist handles, front passenger A-pillar and second row outboard B-pillar |
| | Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions |
| | Cargo management system |
| | Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) |
| | Calibration, Surveillance Mode interior lighting |
| | Lock control, driver side auto door lock disable |
| **Safety-Mechanical** | |
| | StabiliTrak, stability control system with brake assist, includes traction control |
| **Safety-Interior** | |
| | Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions |
| | Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| | Seat belts, 3-point, all seating positions |
| | Hill Start Assist |
| | Active Hill Hold Assist |
| | OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.) |
| | HD Surround Vision |
| | Rear Camera Mirror Washer |

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## Safety-Interior

Rear Pedestrian Alert

Rear Parking Assist

Safety Alert Seat

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

## Processing-Other

Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CC10706) 2WD 4dr Police ( Complete )

## WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23700. Data Updated: Oct 15, 2024 6:45:00 PM PDT.

# Worcester County Sheriff's Office

*Matthew Crisafulli*
*Sheriff*

*Nathaniel J. Passwaters*
*Chief Deputy Sheriff*

TO: Weston S. Young, Chief Administrative Officer
From: Sheriff Matthew Crisafulli
DATE: November 14, 2024
SUBJECT: FY25 Public Safety Equipment

The Sheriff's Office is requesting Commissioner Approval to use Blue Tech, LLC of Pittsville, MD for upfitting of the ten (10) vehicles approved in the FY25 budget. Blue Tech, LLC has a pervious relationship with the Sheriff's Office having upfit our vehicles since 2021. Blue Tech, LLC is the only local vendor offering the services and equipment necessary to upfit modern patrol vehicles and we have been pleased with their service.

The cost per vehicle for equipment and labor is $24,045.49 for a total cost of $240,454.90 which is within the budgeted amount in accounts #1101.9010.020 and #1101.030.6540.050. The remaining funds in these lines are used for new vehicle equipment purchases outside of Blue Tech, LLC such as decals and radar with smaller amounts distributed among several vendors.

**BlueTech**

7570 Gumboro Rd.
Pittsville, MD 21850
+1 4107267661
justin@bluetechinstallations.net
www.bluetechinstallations.net

BlueTech, LLC

## Estimate

| ADDRESS | SHIP TO | | |
|---|---|---|---|
| Worcester County Sheriff's Office<br>1 W Market St # 1001<br>Snow Hill, Maryland 21863 USA | Worcester County Sheriff's Office<br>1 W Market St # 1001<br>Snow Hill, Maryland 21863 USA | ESTIMATE<br>DATE | 2214<br>10/07/2024 |

| SKU | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| ENFWBF | nFORCE® Interior LED Lightbar (F) (b/w) | 1 | 1,054.00 | 1,054.00 |
| ENFWB | nFORCE® Interior LED Lightbar (R) (b/a) | 1 | 1,054.00 | 1,054.00 |
| ENT3B3E | Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 16 LEDs, Dual Color - Blue/White | 2 | 186.00 | 372.00 |
| PMP2BKUMB5-P | Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with mpower® 3” and 4" Stud or Quick Mount and Intersector Surface Mount, Passenger Side | 1 | 26.00 | 26.00 |
| PMP2BKUMB5-D | Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with mpower® 3” and 4" Stud or Quick Mount and Intersector Surface Mount, Driver Side | 1 | 26.00 | 26.00 |
| EMPS2QMS5RBW | mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White (lp) | 2 | 136.00 | 272.00 |
| EXFS10002-E | XF Flush Mount Light - Dual Color Blue/White | 2 | 64.50 | 129.00 |
| ELUC3H025B | Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 25’ 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Blue | 2 | 98.50 | 197.00 |
| PLUC2HSB | Surface Mount Bezel for Universal UnderCover®, Single - Black | 2 | 5.00 | 10.00 |
| EMPS2STS4E | mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White (r window & grill) | 8 | 122.50 | 980.00 |
| PMP2BK003 | Grille Mount Bracket 6 Mod Kit for installation on 2021 Chevrolet Tahoe Police & Civilian (LS and Z71 models) for use with 3” and 4" Stud Mount, allows the lights to be attached to the front grille, no need to drill holes | 1 | 77.50 | 77.50 |
| PMP2WSSSB | Window Shroud Kit for 4" Light w/ Stud Mount - Black | 2 | 12.50 | 25.00 |
| ESLRL6115E | SL Running Light, 61" - 5 Module, Dual/Split Color Blue/White | 2 | 329.50 | 659.00 |
| PSLVBK03 | Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Chevy Tahoe 2021 | 2 | 23.50 | 47.00 |
| ECVDMLTAL00 | LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens | 2 | 68.50 | 137.00 |
| ENGSA5200RSR | bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone | 1 | 948.00 | 948.00 |

| | | | | |
|---|---|---|---|---|
| ENGLMK001 | bluePRINT Link® Micro Module and Vehicle Harness for Chevrolet 2021 | 1 | 354.00 | 354.00 |
| ENGND04102 | bluePRINT® Remote Node with Magnetic ID | 2 | 227.00 | 454.00 |
| ENGHNK06 | 10 ft Harness Kit for Remote Node (02) | 2 | 86.00 | 172.00 |
| ETSS100J | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt | 2 | 194.50 | 389.00 |
| ETSSVBK07 | 100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Chevrolet Tahoe Pursuit Police & Civilian Vehicles 2021, Bumper Mount | 1 | 32.50 | 32.50 |
| 911.500.25 | 500 Series harness kit in 25 foot | 1 | 442.81 | 442.81 |
| C-VS-1012-TAH-1 | Vehicle-Specific 22″ Angled Console for 2021-2024 Chevrolet Tahoe Police Pursuit Vehicle | 1 | 585.00 | 585.00 |
| CUP2-1004 | Self-Adjusting Double Cup Holder (Fixed Mount) | 1 | 48.75 | 48.75 |
| C-USB-3 | USB-C & USB Type A Dual Port Charger | 1 | 74.25 | 74.25 |
| C-HDM-204 | 8.5" Heavy Duty Telescoping Pole, side mount, short handle | 1 | 172.50 | 172.50 |
| C-MD-112 | 11" Slide Out Locking Swing Arm with Motion Adapter | 1 | 275.25 | 275.25 |
| DS-PAN-432-2 | Docking Station with Dual Pass-through Antenna and Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop | 1 | 1,110.75 | 1,110.75 |
| C-PM-1001 | Printer Mount With Top Paper Feed For Brother PocketJet 6, 7 & 8 Printers | 1 | 121.68 | 121.68 |
| C-EB40-SO5-1P | 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series | 1 | 0.00 | 0.00 |
| C-EB35-XG2-1P | 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Harris/L3Harris XG-25M model DM-M78B | 1 | 0.00 | 0.00 |
| C-FP-05 | 1/2" Filler Plate | 2 | 0.00 | 0.00 |
| C-FP-2 | 2" Filler Plate | 1 | 0.00 | 0.00 |
| C-MCB | Mic Clip Bracket | 2 | 14.25 | 28.50 |
| C-MC | Mic Clip | 2 | 12.00 | 24.00 |
| C-AP-0645-L | 6" Accessory Pocket W/Hinged Lid & Lock, 4.5" Deep | 1 | 135.00 | 135.00 |
| C-ARM-102 | Side Mounted Armrest | 1 | 70.50 | 70.50 |
| PJ823-VK | Brother PJ-823 A4 Mobile Thermal Printer with Vehicle Kit | 1 | 675.33 | 675.33 |
| 3320G-LTC-ETIX | Honeywell 3320G 2D barcode imaging scanner | 1 | 406.25 | 406.25 |
| T-CHTAHM2-21N-TR | Tahoe 2021+ Magnum Height 2 Drawer no cage | 1 | 2,902.50 | 2,902.50 |
| AC-21TH-CPMNT-T | 2021+ Tahoe tilt-up cargo mount with electronics tray, 5-piece system | 1 | 793.01 | 793.01 |
| CC-21TH-OH-7 | 2021-22 Tahoe \| 2021-22 Suburban 7" Overhead console. Replaces OEM dome light module. Remote heads only. | 1 | 253.65 | 253.65 |
| FP-W-ARGES | 4" Whelen Arges Series Super-LED Remote Control Spotlight | 1 | 35.63 | 35.63 |
| FP-BLNK3 | 3" Blank filler plate | 1 | 17.81 | 17.81 |
| BK0534TAH21 | PB400 VS Alum Bumper 21-21 Tahoe: No Adaptive Cruise Control | 1 | 474.46 | 474.46 |
| 8211-10000 | KIT-WRS 1082-E-AR, Electronic, 8-second delay, 10" T-Channel (25010,) with 2 MA209 keys | 1 | 537.48 | 537.48 |
| 26010-TAH21-22 | STAND ALONE MOUNTS - 21-22 TAHOE (19") | 1 | 310.08 | 310.08 |

| | | | | |
|---|---|---|---|---|
| ARGES2 | Arges® Series Super-LED® 360° Remote Control Spotlight. ProFocus™, Select from Spot/Flood Combination Light or Floodlight from the Control Head | 1 | 628.59 | 628.59 |
| ARGCH1 | Arges Bail Mount Control Head | 1 | 242.16 | 242.16 |
| ARG54D | Chevy Tahoe, 2021, Driver Side Fender Mounting | 1 | 79.03 | 79.03 |
| C23F-5T | FME(ftd) TNC(ftd) 5m CS23 cable | 1 | 24.18 | 24.18 |
| GP-IN2148 | GPSD+/C29/C32/C23/CABLES KIT | 1 | 367.86 | 367.86 |
| AFM-835 | ANTENNA MOULDED FLEXI- 762-870MHz | 1 | 12.23 | 12.23 |
| | AXON FLEET 3 - WIRING KIT REFRESH | 1 | 406.25 | 406.25 |
| | Tint (20% front windows only) | 1 | 120.00 | 120.00 |
| Standard Labor | Standard Labor (standard equipment package & AXON) | 1 | 4,280.00 | 4,280.00 |
| Installation Supplies | Installation Supplies | 1 | 375.00 | 375.00 |
| Shipping | Shipping | 1 | 600.00 | 600.00 |

2025/26 Tahoe Patrol

EIN 81-4695385

| | |
|---|---|
| SUBTOTAL | 24,045.49 |
| TAX | 0.00 |
| TOTAL | **$24,045.49** |

Accepted By

Accepted Date

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

# MEMORANDUM

**TO:** **Weston S. Young, P.E. Chief Administrative Officer**
**Candace Savage, CGFM Deputy Chief Administrative Officer**
**FROM:** **Dallas Baker, Jr., P.E., Director** Dallas Baker Jr
**DATE:** **November 7, 2024**
**SUBJECT:** **Speed Limit Change – Brantley Road**

Public Works is requesting Commissioner approval to lower the speed limit on Brantley Road due to safety and speed related concerns. Currently, the section of Brantley Road from Rt 13 (Ocean Highway) to Payne Road is not posted; therefore, a speed limit of 50 mph governs. A speed study was conducted and considering the below information and the area involved, we are requesting to post this portion of Brantley Road at 40 mph.

The study was conducted on Monday 10/28/24 – Monday 11/4/24. A copy of the study is attached. The results of the study are as follows:

- Number of Vehicles: 2,819
- Average Speed: 42.7 mph
- 85th Percentile: 49 mph
- Vehicles 50 mph and greater: 324 or 11.5%
- Vehicles >1 mph to 50 mph: 2,495 or 88.5%

Please let me know if there are any questions.

Attachments

cc: Chris Clasing
Kevin Lynch

**Worcester County DPW - Roads Division**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 10/28/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 1:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 2:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 3:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 4:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 5:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| 6:00 | 0 | 0 | 1 | 0 | 5 | 5 | 5 | 4 | 1 | 0 | 0 | 0 | 0 | 21 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 5 | 3 | 3 | 2 | 0 | 0 | 0 | 0 | 13 |
| 8:00 | 0 | 1 | 1 | 0 | 4 | 2 | 5 | 10 | 1 | 0 | 0 | 0 | 0 | 24 |
| 9:00 | 1 | 0 | 0 | 0 | 1 | 3 | 6 | 6 | 1 | 0 | 1 | 0 | 0 | 19 |
| 10:00 | 0 | 0 | 1 | 0 | 2 | 10 | 8 | 2 | 1 | 0 | 0 | 0 | 0 | 24 |
| 11:00 | 0 | 0 | 0 | 0 | 4 | 6 | 17 | 6 | 2 | 0 | 0 | 0 | 0 | 35 |
| 12:00 PM | 0 | 0 | 0 | 0 | 0 | 7 | 15 | 14 | 6 | 0 | 0 | 0 | 0 | 42 |
| 1:00 | 0 | 0 | 0 | 1 | 4 | 9 | 16 | 10 | 5 | 2 | 0 | 0 | 0 | 47 |
| 2:00 | 0 | 0 | 0 | 0 | 1 | 3 | 10 | 11 | 8 | 2 | 0 | 0 | 0 | 35 |
| 3:00 | 0 | 0 | 0 | 0 | 1 | 0 | 3 | 8 | 2 | 0 | 1 | 0 | 0 | 15 |
| 4:00 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 5 | 3 | 1 | 0 | 0 | 0 | 13 |
| 5:00 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 5 |
| 6:00 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| 8:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 11:00 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 1 | 1 | 3 | 1 | 25 | 51 | 96 | 85 | 32 | 5 | 2 | 0 | 0 | 302 |

**Worcester County DPW - Roads Division**

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

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 10/29/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 3 |
| 3:00 | 0 | 0 | 0 | 0 | 0 | 2 | 5 | 3 | 0 | 0 | 1 | 0 | 0 | 11 |
| 4:00 | 0 | 0 | 0 | 1 | 4 | 2 | 10 | 4 | 0 | 0 | 0 | 0 | 0 | 21 |
| 5:00 | 0 | 0 | 0 | 0 | 3 | 5 | 14 | 15 | 6 | 3 | 0 | 0 | 0 | 46 |
| 6:00 | 0 | 0 | 0 | 1 | 1 | 4 | 12 | 1 | 0 | 0 | 0 | 0 | 0 | 19 |
| 7:00 | 0 | 0 | 0 | 3 | 4 | 10 | 4 | 4 | 1 | 0 | 0 | 0 | 0 | 26 |
| 8:00 | 0 | 0 | 0 | 0 | 5 | 6 | 8 | 3 | 0 | 0 | 0 | 0 | 0 | 22 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 1 | 4 | 0 | 0 | 0 | 0 | 15 |
| 10:00 | 0 | 0 | 0 | 0 | 4 | 3 | 10 | 9 | 2 | 1 | 0 | 0 | 0 | 29 |
| 11:00 | 0 | 0 | 0 | 0 | 3 | 2 | 12 | 3 | 2 | 1 | 0 | 0 | 0 | 23 |
| 12:00 PM | 0 | 0 | 0 | 0 | 4 | 5 | 8 | 8 | 2 | 0 | 0 | 0 | 0 | 27 |
| 1:00 | 0 | 0 | 0 | 2 | 2 | 8 | 14 | 11 | 6 | 1 | 0 | 0 | 0 | 44 |
| 2:00 | 0 | 0 | 1 | 0 | 1 | 11 | 15 | 10 | 6 | 4 | 0 | 0 | 0 | 48 |
| 3:00 | 0 | 0 | 0 | 0 | 4 | 6 | 9 | 8 | 5 | 1 | 0 | 0 | 0 | 33 |
| 4:00 | 0 | 0 | 1 | 0 | 3 | 7 | 2 | 3 | 2 | 0 | 0 | 0 | 0 | 18 |
| 5:00 | 0 | 0 | 0 | 1 | 3 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 10 |
| 6:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 4 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 5 |
| 8:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 2 | 8 | 41 | 73 | 140 | 93 | 37 | 11 | 1 | 0 | 0 | 406 |

**Worcester County DPW - Roads Division**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 10/30/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| 3:00 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 2 | 1 | 0 | 1 | 0 | 0 | 6 |
| 4:00 | 0 | 0 | 0 | 1 | 1 | 4 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 11 |
| 5:00 | 0 | 0 | 0 | 2 | 7 | 8 | 3 | 8 | 4 | 0 | 0 | 0 | 0 | 32 |
| 6:00 | 0 | 0 | 0 | 1 | 4 | 7 | 15 | 14 | 3 | 2 | 0 | 0 | 0 | 46 |
| 7:00 | 0 | 0 | 0 | 0 | 3 | 6 | 6 | 4 | 3 | 0 | 0 | 0 | 0 | 22 |
| 8:00 | 0 | 0 | 0 | 2 | 4 | 7 | 9 | 6 | 1 | 1 | 0 | 0 | 0 | 30 |
| 9:00 | 0 | 0 | 0 | 1 | 3 | 8 | 13 | 10 | 1 | 1 | 0 | 0 | 0 | 37 |
| 10:00 | 0 | 0 | 0 | 1 | 1 | 6 | 11 | 7 | 3 | 0 | 0 | 0 | 0 | 29 |
| 11:00 | 0 | 0 | 0 | 0 | 4 | 3 | 8 | 6 | 3 | 1 | 0 | 0 | 0 | 25 |
| 12:00 PM | 0 | 0 | 0 | 0 | 1 | 9 | 16 | 8 | 2 | 0 | 0 | 0 | 0 | 36 |
| 1:00 | 0 | 0 | 0 | 2 | 6 | 10 | 10 | 4 | 3 | 0 | 0 | 1 | 0 | 36 |
| 2:00 | 0 | 0 | 0 | 1 | 2 | 5 | 14 | 14 | 6 | 0 | 0 | 0 | 0 | 42 |
| 3:00 | 0 | 0 | 0 | 0 | 7 | 13 | 15 | 20 | 9 | 3 | 1 | 0 | 0 | 68 |
| 4:00 | 0 | 0 | 0 | 1 | 3 | 7 | 11 | 5 | 1 | 2 | 0 | 0 | 0 | 30 |
| 5:00 | 0 | 0 | 0 | 1 | 1 | 2 | 1 | 6 | 1 | 1 | 0 | 0 | 0 | 13 |
| 6:00 | 0 | 0 | 0 | 1 | 4 | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 9 |
| 7:00 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 8:00 | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11:00 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 0 | 0 | 0 | 15 | 55 | 103 | 137 | 118 | 43 | 11 | 2 | 1 | 0 | 485 |

**Worcester County DPW - Roads Division**

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

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 10/31/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 2:00 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 3:00 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 3 |
| 4:00 | 0 | 0 | 0 | 0 | 2 | 3 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 11 |
| 5:00 | 0 | 0 | 0 | 0 | 5 | 4 | 14 | 6 | 3 | 1 | 1 | 0 | 0 | 34 |
| 6:00 | 0 | 0 | 0 | 1 | 2 | 10 | 15 | 9 | 3 | 1 | 0 | 0 | 0 | 41 |
| 7:00 | 0 | 0 | 0 | 0 | 2 | 10 | 18 | 4 | 2 | 1 | 0 | 0 | 0 | 37 |
| 8:00 | 0 | 0 | 0 | 3 | 3 | 7 | 7 | 9 | 1 | 0 | 0 | 0 | 0 | 30 |
| 9:00 | 0 | 0 | 0 | 0 | 2 | 5 | 3 | 6 | 2 | 0 | 1 | 0 | 0 | 19 |
| 10:00 | 0 | 0 | 0 | 0 | 2 | 6 | 6 | 9 | 3 | 1 | 0 | 0 | 0 | 27 |
| 11:00 | 0 | 0 | 0 | 2 | 2 | 6 | 9 | 10 | 4 | 0 | 0 | 0 | 1 | 34 |
| 12:00 PM | 0 | 0 | 0 | 0 | 5 | 6 | 12 | 12 | 1 | 0 | 0 | 0 | 0 | 36 |
| 1:00 | 0 | 0 | 0 | 0 | 4 | 9 | 22 | 13 | 0 | 1 | 0 | 0 | 0 | 49 |
| 2:00 | 0 | 0 | 0 | 0 | 4 | 13 | 9 | 12 | 6 | 1 | 0 | 0 | 0 | 45 |
| 3:00 | 0 | 0 | 0 | 0 | 4 | 4 | 12 | 7 | 4 | 1 | 0 | 0 | 1 | 33 |
| 4:00 | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 4 | 1 | 0 | 0 | 0 | 0 | 10 |
| 5:00 | 0 | 0 | 0 | 0 | 2 | 1 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 10 |
| 6:00 | 0 | 0 | 0 | 2 | 2 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 8 |
| 7:00 | 0 | 0 | 1 | 0 | 0 | 3 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 8 |
| 8:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11:00 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 0 | 0 | 2 | 9 | 42 | 89 | 145 | 110 | 32 | 8 | 2 | 0 | 2 | 441 |

**Worcester County DPW - Roads Division**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 11/1/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3:00 | 0 | 0 | 1 | 0 | 1 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 7 |
| 4:00 | 0 | 0 | 1 | 0 | 1 | 3 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 11 |
| 5:00 | 0 | 0 | 0 | 0 | 5 | 7 | 9 | 8 | 2 | 0 | 0 | 0 | 0 | 31 |
| 6:00 | 0 | 2 | 1 | 1 | 4 | 10 | 15 | 14 | 10 | 4 | 0 | 0 | 0 | 61 |
| 7:00 | 0 | 0 | 0 | 1 | 3 | 9 | 12 | 8 | 3 | 0 | 0 | 0 | 0 | 36 |
| 8:00 | 0 | 0 | 1 | 1 | 4 | 9 | 8 | 8 | 5 | 0 | 0 | 0 | 0 | 36 |
| 9:00 | 0 | 0 | 0 | 1 | 3 | 4 | 9 | 6 | 0 | 1 | 0 | 0 | 0 | 24 |
| 10:00 | 0 | 0 | 0 | 1 | 1 | 6 | 11 | 11 | 5 | 0 | 0 | 0 | 0 | 35 |
| 11:00 | 0 | 0 | 0 | 0 | 3 | 6 | 14 | 14 | 1 | 0 | 1 | 0 | 0 | 39 |
| 12:00 PM | 0 | 0 | 0 | 0 | 5 | 8 | 13 | 6 | 6 | 1 | 1 | 0 | 0 | 40 |
| 1:00 | 0 | 0 | 0 | 1 | 4 | 9 | 16 | 8 | 5 | 1 | 0 | 0 | 0 | 44 |
| 2:00 | 0 | 0 | 0 | 1 | 5 | 13 | 14 | 11 | 5 | 1 | 1 | 0 | 0 | 51 |
| 3:00 | 0 | 1 | 0 | 2 | 5 | 5 | 8 | 11 | 4 | 2 | 0 | 0 | 0 | 38 |
| 4:00 | 0 | 0 | 1 | 2 | 4 | 4 | 4 | 6 | 0 | 0 | 0 | 0 | 0 | 21 |
| 5:00 | 0 | 0 | 0 | 1 | 3 | 2 | 3 | 3 | 2 | 0 | 0 | 0 | 0 | 14 |
| 6:00 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 9 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 5 |
| 8:00 | 0 | 0 | 0 | 0 | 1 | 4 | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 9 |
| 9:00 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 10:00 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 |
| 11:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 0 | 3 | 5 | 12 | 54 | 108 | 150 | 121 | 52 | 10 | 3 | 0 | 0 | 518 |

**Worcester County DPW - Roads Division**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 11/2/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 2:00 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 3:00 | 0 | 0 | 0 | 3 | 2 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 8 |
| 4:00 | 0 | 0 | 0 | 1 | 1 | 2 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 10 |
| 5:00 | 0 | 0 | 0 | 0 | 3 | 2 | 2 | 5 | 0 | 0 | 0 | 0 | 0 | 12 |
| 6:00 | 0 | 0 | 0 | 1 | 2 | 4 | 3 | 5 | 4 | 0 | 0 | 0 | 0 | 19 |
| 7:00 | 0 | 0 | 0 | 0 | 3 | 6 | 10 | 7 | 1 | 0 | 0 | 0 | 0 | 27 |
| 8:00 | 0 | 0 | 0 | 2 | 2 | 8 | 6 | 9 | 5 | 0 | 0 | 0 | 0 | 32 |
| 9:00 | 0 | 0 | 1 | 0 | 5 | 8 | 7 | 7 | 4 | 0 | 0 | 0 | 0 | 32 |
| 10:00 | 0 | 0 | 1 | 1 | 0 | 4 | 6 | 3 | 2 | 1 | 0 | 0 | 0 | 18 |
| 11:00 | 0 | 0 | 0 | 0 | 2 | 3 | 14 | 7 | 4 | 0 | 0 | 0 | 0 | 30 |
| 12:00 PM | 0 | 0 | 0 | 0 | 0 | 3 | 9 | 5 | 1 | 0 | 0 | 0 | 0 | 18 |
| 1:00 | 0 | 0 | 0 | 1 | 3 | 2 | 5 | 10 | 3 | 2 | 0 | 0 | 0 | 26 |
| 2:00 | 0 | 0 | 0 | 0 | 2 | 2 | 11 | 10 | 3 | 0 | 0 | 0 | 0 | 28 |
| 3:00 | 0 | 0 | 0 | 0 | 1 | 2 | 10 | 7 | 2 | 1 | 0 | 0 | 0 | 23 |
| 4:00 | 0 | 0 | 0 | 0 | 1 | 8 | 7 | 2 | 3 | 0 | 0 | 0 | 0 | 21 |
| 5:00 | 0 | 0 | 0 | 0 | 1 | 7 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 17 |
| 6:00 | 0 | 0 | 0 | 0 | 1 | 2 | 2 | 2 | 0 | 0 | 1 | 0 | 0 | 8 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 6 | 3 | 5 | 1 | 1 | 0 | 0 | 0 | 16 |
| 8:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 9:00 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 10:00 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 4 |
| 11:00 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 4 |
| Total | 0 | 0 | 2 | 9 | 35 | 72 | 110 | 92 | 34 | 5 | 1 | 0 | 0 | 360 |

**Worcester County DPW - Roads Division**

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

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 11/3/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:00 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 4 |
| 6:00 | 0 | 0 | 0 | 0 | 3 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 6 |
| 7:00 | 0 | 0 | 0 | 1 | 0 | 4 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 11 |
| 8:00 | 0 | 0 | 0 | 0 | 4 | 1 | 7 | 8 | 1 | 0 | 0 | 0 | 0 | 21 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 6 | 8 | 2 | 1 | 0 | 0 | 0 | 0 | 17 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 3 | 6 | 5 | 3 | 0 | 0 | 0 | 0 | 17 |
| 11:00 | 0 | 0 | 0 | 0 | 1 | 8 | 8 | 3 | 5 | 1 | 0 | 0 | 0 | 26 |
| 12:00 PM | 0 | 0 | 1 | 0 | 1 | 2 | 3 | 7 | 1 | 0 | 0 | 0 | 0 | 15 |
| 1:00 | 0 | 0 | 0 | 0 | 1 | 2 | 5 | 6 | 4 | 0 | 0 | 0 | 0 | 18 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 7 | 4 | 8 | 5 | 0 | 0 | 0 | 0 | 24 |
| 3:00 | 0 | 0 | 0 | 0 | 1 | 2 | 8 | 3 | 0 | 0 | 0 | 0 | 0 | 14 |
| 4:00 | 0 | 0 | 0 | 2 | 3 | 3 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 17 |
| 5:00 | 0 | 0 | 0 | 1 | 1 | 4 | 6 | 5 | 0 | 1 | 0 | 0 | 0 | 18 |
| 6:00 | 0 | 0 | 0 | 1 | 1 | 5 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 12 |
| 7:00 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 7 |
| 8:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 2 |
| 9:00 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 10:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11:00 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Total | 0 | 0 | 1 | 5 | 17 | 53 | 71 | 64 | 22 | 2 | 0 | 0 | 0 | 235 |

## Worcester County DPW - Roads Division

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

Location 1: Brantley Road (East/West)

00000001

Start Date: 10/28/2024
End Date: 11/4/2024
Brantley Road (East/West)
Brantley Road (East/West)
0.000000

Direction: Combined

| 11/4/2024 Time | 0 - 15 MPH | > 15 - 20 MPH | > 20 - 25 MPH | > 25 - 30 MPH | > 30 - 35 MPH | > 35 - 40 MPH | > 40 - 45 MPH | > 45 - 50 MPH | > 50 - 55 MPH | > 55 - 60 MPH | > 60 - 65 MPH | > 65 - 70 MPH | > 70 MPH | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 1:00 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 2:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 3:00 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4:00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:00 | 0 | 1 | 0 | 1 | 1 | 2 | 5 | 1 | 1 | 1 | 0 | 0 | 0 | 13 |
| 6:00 | 0 | 0 | 0 | 0 | 3 | 0 | 2 | 6 | 1 | 1 | 0 | 0 | 0 | 13 |
| 7:00 | 0 | 0 | 1 | 0 | 3 | 9 | 12 | 13 | 2 | 0 | 0 | 0 | 0 | 40 |
| 8:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 9:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 10:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 11:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 12:00 PM | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 1:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 2:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 3:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 4:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 5:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 6:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 7:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 8:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 9:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 10:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| 11:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | 0 |
| Total | 0 | 1 | 1 | 1 | 7 | 13 | 21 | 22 | 4 | 2 | 0 | 0 | 0 | 72 |
| Grand Total | 1 | 5 | 16 | 60 | 276 | 562 | 870 | 705 | 256 | 54 | 11 | 1 | 2 | 2819 |

| Stats | Percentile | 15th | 50th | 85th | 95th |
|---|---|---|---|---|---|
| | Speed | 35 | 42 | 49 | 52 |
| | Mean Speed (Average) | 42.7 | | | |
| | 10 MPH Pace Speed | 39-48 | | | |
| | Number in Pace | 1645 | | | |
| | Percent in Pace | 59.0% | | | |
| | Number > 50 MPH | 324 | | | |
| | Percent > 50 MPH | 11.5% | | | |

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

**MEMORANDUM**

**TO:** **Weston Young P.E., Chief Administrative Officer**
**Candace Savage, CGFM, Deputy Chief Administrative Officer**
**FROM:** **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
**DATE:** **November 11, 2024**
**SUBJECT:** **Request for No On-Street Parking in Snug Harbor**

The Snug Habor Civic Association is requesting the Commissioners designate Snug Harbor Road and Meadow Drive as No On-Street Parking, per their attached letter and sketch. The request has been submitted by the community's Board of Directors. Their letter cites safety and accessibility concerns by residents. Public Works has reviewed the request and has no objections. In addition, the request has been sent to the Sheriff's Office and the Fire Marshall and neither office has any objections. If approved, Public Works would install the appropriate No Parking & Towing Enforced signs along the roads. Citizens would then be able to call into the Sheriff's Office to report any violations and deputies would coordinate with a towing company to have the vehicle removed.

Please let me know if there are any questions.

Attachments

CC: Nancy Zeller, President Snug Harbor Civic Association
Nate Passwaters
Matt Owens
Chris Clasing
Kevin Lynch

WORCESTER COUNTY COMMISSIONERS
c/o DALLAS BAKER JR., P.E. Director Department of Public Works

November 8, 2024

Dear Commissioners and Mr. Dallas Baker,

We are writing to request that parking not be allowed on Snug Harbor Road and Meadow Drive to improve the safety of the Snug Harbor community. As the result of a very concerned community discussion about parking at our annual Snug Harbor Civic Association meeting on August 24, 2024, the members of the Snug Harbor Civic Association Board have worked together to describe the reasons for the community No Parking request:

1. **Roads are narrow and emergency vehicles are unable to get to the scene if the cars are blocking their path**
   The Snug Harbor neighborhood of 82 homes has no fire hydrants and is dependent upon well water; therefore, fire trucks must arrive in the shortest amount of time possible because the need for water must be met with tankers or hooking up to a Bayside fire hydrant that is a significant distance away. The narrow streets are 19 feet wide, some sides of the street have steep embankments, often with several feet of water, making them unusable for cars or emergency vehicles. Therefore, any parked vehicle turns our road into "One-Way" traffic and significantly slows the time it takes a rescue vehicle to reach Snug Harbor.

   In the Fall of 2018, there was a house fire at 12355 Snug Harbor Road that massively damaged the home. In March of 2019 there was a second fire that destroyed the home at 12332 Snug Harbor Road and killed the owner's pet. We invited Berlin Fire Chief JD Rhodes to address our membership about the fires in 2019. He made it very clear that any vehicle parked on our roads would be a hazard due to street width. In the case of the 2018 fire, emergency vehicles drove back and forth from the fire hydrant halfway down Snug Harbor Road to obtain water. The 2019 fire was a two-alarm fire, and trucks came from several companies serving our larger community. Bethany Church on the corner of 611 and Snug Harbor Road was the staging area. Fire trucks were arriving at the church at different times and had to be directed the full length of Snug Harbor Road to get to the fire.

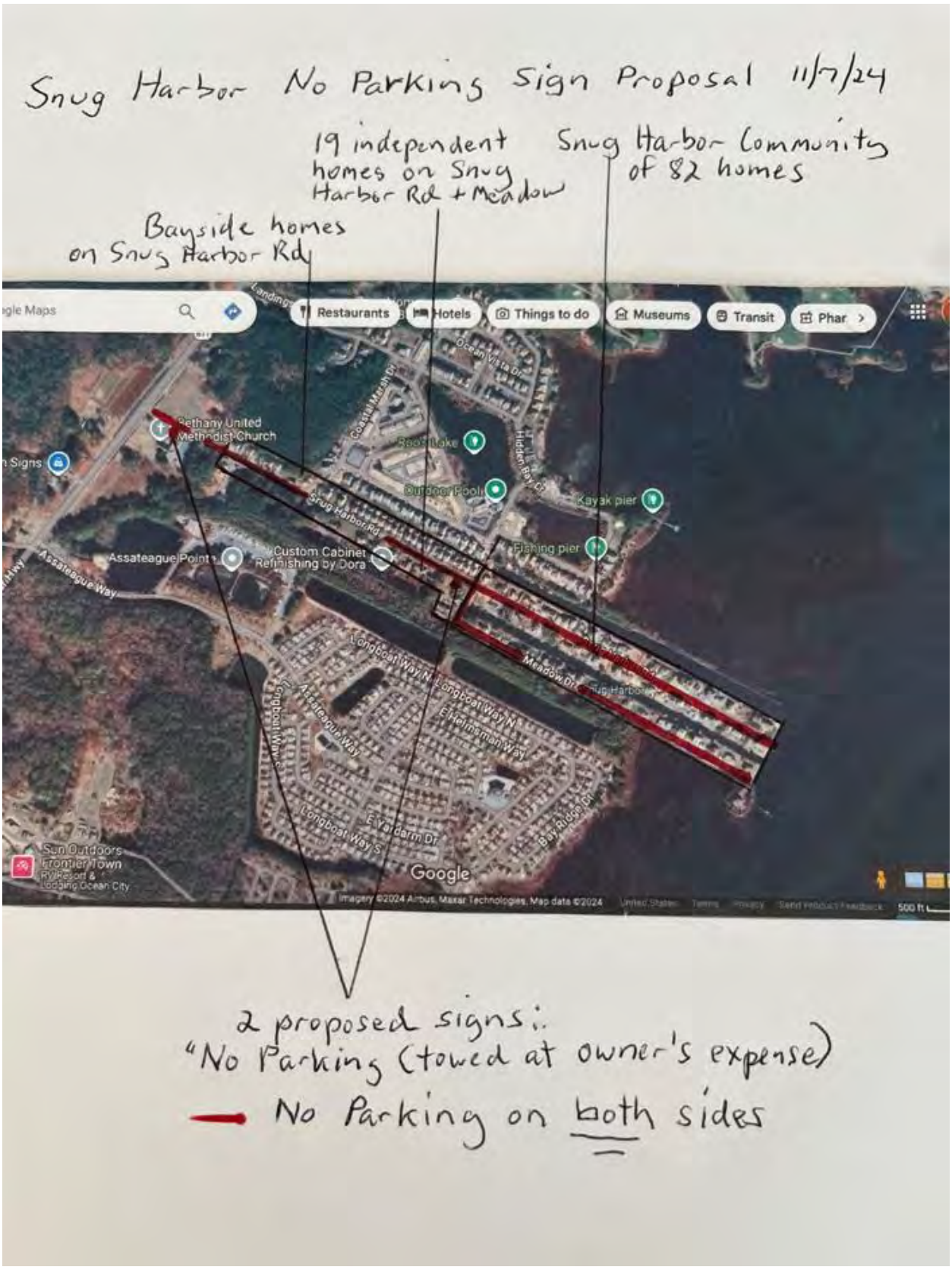
2. **Recent and ongoing building of new homes in addition to multiple short term rental properties have added to the street parking and dangerous conditions**
   In the past two years The Landings (e.g., Bayside) development of route 611 has added 18 homes along Snug Harbor Road. In addition, other new homes have been added on Snug Harbor. While increasing population alone increases the probability of parked cars on the narrow street, additionally, a significant number of these homes are short term rentals. Bayside owners and renters do not realize that these Snug Harbor homes are on wells and need the street clear for emergency vehicles.

3. **Dangerous conditions due to vehicle congestion and blocked visual paths; concerns for pedestrians, cars as well as children and pets**
   The number of pedestrians walking our streets to enjoy the water views, children looking to bike in a safe neighborhood, and dog walkers have also increased significantly. In the past month one of our neighbors reported almost hitting an adult walking into the street from

behind a parked car. Thankfully the person was not hurt but again the probability of a child or pet running out from behind a parked car on our narrow streets is now fearfully great.

No Parking in the neighborhood could be effectively and easily marked with two signs: one would be placed on the Southside of Snug Harbor Road near the Bethany Methodist church about 100 feet from 611 and a second one on the same side just before Meadow Drive. We understand the No Parking would be enforced by the sheriff's department at their discretion. The Snug Harbor Civic Association is also in contact with the Bethany Methodist Church and the 19 independent homeowners (16 on Snug Harbor Rd and 3 on Meadow) to inform them of the no parking request. We are working with the Bayside Parking Committee to inform the Bayside owners who live on Snug Harbor Rd.

The Snug Harbor Civic Association Board of Directors thanks you for your help in increasing the safety of our lovely neighborhood!
Sincerely,
Nancy Zeller, President Snug Harbor Civic Association, at 301-802-7570 or nzeller630@gmail.com
Gail Fredrick, Vice President and treasurer, gailfred@gmail.com
Angie Boerner, Secretary, angier427@gmail.com
Dottie Daniel, dottie.daniel@gmail.com
Scott Meyer, doctormeyer@comcast.net
Cheryl Frank, cjfrank39@aol.com
Stephen Harrison, hapharrison60@gmail.com
Louise Mackenzie, louismack3@aol.com
Sam Hadley, shadley@cpmiteam.com
Teal McConkey, btmcconkey@aol.com
Joan Carpenter, Joan.g.carpenter@gmail.com
Bill Romeo at 609-313-8287 or b.romeo8177@gmail.com, Snug Harbor Parking representative


Snug Harbor No Parking Sign Proposal 11/7/24
19 independent homes on Snug Harbor Rd + Meadow
Snug Harbor Community of 82 homes
Bayside homes on Snug Harbor Rd
Restaurants
Hotels
Things to do
Museums
Transit
Bethany United Methodist Church
Boat Lake
Outdoor Pool
Kayak pier
Fishing pier
Assateague Point
Custom Cabinet Refinishing by Dora
Assateague Way
Longboat Way N
Meadow Dr
Snug Harbor
Longboat Way S
E Yardarm Dr
Bay Ridge Dr
Sun Outdoors Frontier Town RV Resort & Lodging Ocean City
Google
2 proposed signs:
"No Parking (towed at owner's expense)
No Parking on both sides

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 S. Young, Chief Administrative Officer**
**FROM:** **Phillip G. Thompson, Finance Officer**
**DATE:** **November 8, 2024**
**SUBJECT:** **OPEB – FY24 Valuation**

As you are aware, each year we engage an outside actuary to provide an updated study related to our Other Post Employment Benefits (OPEB) liability. In recent years there have been numerous changes to the benefits and related funding model with the intention of controlling costs while maintaining high quality benefits and minimizing disruption to our employees. I have attached the FY24 Valuations received from John Ritchie, with Menard Consulting, Inc., who has worked on our account for more than 10 years. The information contained in these reports will be included in the notes section of our FY24 Annual Comprehensive Financial Report (ACFR) and I have provided the documents to our auditors, UHY, LLC, for review and the related testing.

In summary, the Board of Education (BOE) saw its overall liability decrease by $44.8M this year which resulted in a total Net OPEB Liability of $94.8M at 6/30/24. The primary reason for this significant decrease was the recent increase in funding level (80% BOE/20% County) which provided a more "sustainable" funding source. Because of the increased funding we are now allowed to use the full discount rate in the valuation for the BOE. This change was anticipated and discussed with the Commissioners in previous OPEB updates however the full phase-in of the actual discount rate occurred slightly earlier than expected.

The County Valuation has a Net OPEB asset at the end of FY24 totaling $22.8M which reflects an increase of $7.3M from last year. There were no notable changes in the assumptions used for the County Trust.

Overall, the weighted OPEB liability for both entities has decreased by $52M from $124M last year to $72M at the end of FY24. It is important to note that the FY24 Valuations represent the lowest OPEB liability the County has reported to date and reflect a decrease of $365M from FY21 when the total liability was $437M. The continued proactive management of this liability by the County with the unwavering support of the Commissioners has resulted in a net positive for employees and residents of Worcester County.

Should you have any questions, or require additional data, please do not hesitate to contact me.

*MC, Inc.*
**Menard Consulting, Inc.**
**Actuaries & Consultants**

# Actuarial Valuation of Other Postemployment Benefits
# In accordance with GASB Statements No. 74 & No. 75

For the Fiscal Year Ending June 30, 2024

## Worcester County Board of Education
## Postretirement Health Plan

September 17, 2024

Menard Consulting, Inc.
211 E. Lake Street, Suite 11
Addison, IL 60101

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## Executive Summary

This report details the data, assumptions, and underlying methodology used in the GASB 75 actuarial valuation for Fiscal Year 2024.

The following exhibit illustrates the Net OPEB Liability and OPEB Expense.

| | |
|---|---|
| **Total OPEB Liability** | |
| Active Employees | $73,297,221 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | 0 |
| Inactive Employees Currently Receiving Benefits | 67,483,530 |
| **TOTAL** | **$140,780,751** |
| **Plan Fiduciary Net Position** | **$45,949,943** |
| **Net OPEB Liability** | **$94,830,808** |
| **OPEB Expense** | **($26,668,940)** |

Refer to the "Glossary" section of this report for definitions of GASB 74/75 terms.

## Statement of Actuarial Opinion

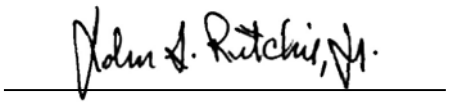
This report documents the results of an actuarial valuation for the Worcester County Board of Education ("Worcester County BOE") of their Postretirement Health Plan. The primary purpose of the valuation is to determine the obligations and costs for Fiscal Year 2024 in accordance with Government Accounting Standards No. 74 ("GASB 74") and No. 75 ("GASB 75"). Determinations for purposes other than meeting the Employer's financial accounting requirements may be significantly different from the results herein.

In performing the valuation, I relied on information and data regarding plan provisions, plan participants, and benefit payments provided by County and BOE personnel as well as their Health Care Broker. An audit of the information was not performed, but the information was reviewed for reasonableness as appropriate based on the purpose of this valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. All of the information was relied upon in drawing conclusions.

The valuation results in this report involve actuarial calculations that require assumptions about future events. The Worcester County BOE is responsible for the selection of assumptions. I believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of my knowledge, all calculations are in accordance with requirements of applicable financial accounting standards, including GASB 74 and GASB 75, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices. I meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between the Worcester County BOE and Menard Consulting, Inc. that impairs objectivity.

The information contained in this report was prepared for use by the Worcester County BOE and its auditors. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.



John S. Ritchie, ASA, MAAA
Member, American Academy of Actuaries
Membership Number: 30294
John.Ritchie@MenardConsult.com

## Notes to Financial Statements

### Changes in the Net OPEB Liability

| | Total OPEB Liability | Plan Fiduciary Net Position | Net OPEB Liability |
|---|---|---|---|
| Balances as of 6/30/2023 | $174,950,595 | $35,323,034 | $139,627,561 |
| Changes for the year: | | | |
| Service Cost | $4,375,552 | 0 | $4,375,552 |
| Interest on Total OPEB Liability | 8,887,674 | 0 | 8,887,674 |
| Changes of Benefit Terms | 0 | 0 | 0 |
| Difference Between Expected & Actual Experience | (6,636,719) | 63,246 | (6,699,965) |
| Changes of Assumptions and Other Inputs | (34,595,317) | 0 | (34,595,317) |
| Contributions – Employer | 0 | 12,544,779 | (12,544,779) |
| Contributions - Non-Employer Contributing Entities | 0 | 0 | 0 |
| Net Investment Income | 0 | 2,907,800 | (2,907,800) |
| Benefit Payments [1] | (6,201,034) | (4,825,670) | (1,375,364) |
| Administrative Expenses | 0 | 0 | 0 |
| Other Changes | 0 | (63,246) | 63,246 |
| Net Changes | ($34,169,844) | $10,626,909 | ($44,796,754) |
| Balances as of 6/30/2024 | $140,780,751 | $45,949,943 | $94,830,808 |

(1) Entry in the Total OPEB Liability column includes the Implicit Rate Subsidy. Entry in the Plan Fiduciary Net Position is the actual benefit payments net of retiree contributions.

### OPEB Expense

| | |
|---|---|
| Service Cost | $4,160,387 |
| Interest on Service Cost | 215,165 |
| Total | $4,375,552 |
| Interest Cost | 8,887,674 |
| Difference Between Expected & Actual Experience | (36,248,171) |
| Changes of Assumptions and Other Inputs | (3,683,995) |
| **Total** | **($26,668,940)** |

## Notes to Financial Statements
(Continued)

### Deferred Outflows/Inflows of Resources

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Difference Between Expected & Actual Experience | $0 | $137,995,897 |
| Changes of Assumptions | 27,696,190 | 90,114,166 |
| Net Difference Between Projected & Actual Earnings on OPEB Plan Investments | 2,432,420 | 733,472 |
| **Total** | **$30,128,610** | **$228,843,535** |

### Significant Assumptions

| | |
|---|---|
| **Health Care Trend Rates** | |
| Initial Health Care Cost Trend Rate | 5.50% |
| Ultimate Health Care Cost Trend Rate | 4.50% |
| Fiscal Year the Ultimate Rate is Reached | Fiscal Year 2039 |
| **Additional Information** | |
| Valuation Date | July 1, 2023 |
| Measurement Date | June 30, 2024 |
| Actuarial Cost Method | Entry Age Normal |
| Discount Rate | |
| - Beginning of the Fiscal Year | 5.172% |
| - End of the Fiscal Year | 7.000% |
| Inflation Rate | 3.00% |
| Salary Rate Increase | 4.00% |
| Funded Ratio (Fiduciary Net Position as a percentage of Total OPEB Liability) | 32.64% |
| Covered Payroll | $67,298,857 |
| Net OPEB Liability as a Percentage of Covered Payroll | 140.91% |

## Notes to Financial Statements
**(Continued)**

### Discount Rate

A projection of cash flows was used to determine the discount rate. The analysis shows that the OPEB plan's Fiduciary Net Position is projected to be sufficient to make projected benefit payments for the lifetime of every individual in the census. As such, the discount rate used to measure the Total OPEB Liability is 7.00%, which is the long-term expected rate of return on OPEB plan investments.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

| Asset Class | Target Allocation | Long-Term Expected Real Rate of Return |
|---|---|---|
| Cash and Cash Equivalents | 1.0% | 0.2% |
| Fixed Income Investments | 34.0% | 5.3% |
| Equities | 65.0% | 8.0% |
| **Total** | **100.0%** | |

## Deferred Outflows/Inflows of Resources − Development

### Difference Between Expected & Actual Experience (Economic & Demographic)

| | |
|---|---|
| Difference | ($6,636,719) |
| Average Expected Remaining Service Lives | 7.96 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2030: | ($833,297) |
| Fiscal Year 2031: | ($803,637) |

### Changes of Assumptions

| | |
|---|---|
| Change in the Discount Rate | |
| Difference | ($36,360,465) |
| Average Expected Remaining Service Lives | 7.96 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2030: | ($4,565,371) |
| Fiscal Year 2031: | ($4,402,869) |

| | |
|---|---|
| Change in the Health Care Trend Rates | |
| Difference | $1,765,148 |
| Average Expected Remaining Service Lives | 7.96 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2030: | $221,630 |
| Fiscal Year 2031: | $213,741 |

## Deferred Outflows/Inflows of Resources − Development
**(Continued)**

### Net Difference Between Projected & Actual Earnings on OPEB Plan Investments

| | |
|---|---|
| Actual Earnings | $2,907,800 |
| Projected Earnings | 2,844,554 |
| Difference | $63,246 |
| Amortization Period | 5.00 years |
| | |
| Amortization Schedule | |
| Fiscal Years 2024 - 2028: $12,649 | |

The difference between projected and actual earnings on OPEB plan investments should be recognized in the OPEB expense over a closed five-year period.

### Future Deferred Outflows/Inflows of Resources

| Fiscal Year Ending: | Outflows | Inflows |
|---|---|---|
| June 30, 2025 | $16,299,754 | $55,784,510 |
| June 30, 2026 | 8,935,455 | 51,990,109 |
| June 30, 2027 | 2,152,921 | 51,925,360 |
| June 30, 2028 | 2,083,480 | 51,821,271 |
| June 30, 2029 | 221,630 | 6,717,111 |
| June 30, 2030 | 221,630 | 5,398,668 |
| June 30, 2031 | 213,741 | 5,206,506 |

## Sensitivity Testing of the Net OPEB Liability

| Discount Rate | | | |
|---|---|---|---|
| | 1% Increase | Valuation Rate | 1% Decrease |
| Net OPEB Liability | $79,752,440 | $94,830,808 | $113,162,490 |
| | (15.90%) | | 19.33% |

| Health Care Trend | | | |
|---|---|---|---|
| | 1% Increase | Valuation Rate | 1% Decrease |
| Net OPEB Liability | $116,525,682 | $94,830,808 | $77,423,423 |
| | 22.88% | | (18.36%) |

## Participant Data

### Counts and Statistics

| Census Date | June 2024 |
|---|---|
| **Participants** | |
| Active Employees | 1,001 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | 0 |
| Inactive Employees Currently Receiving Benefits | 659 |
| **TOTAL** | **1,660** |
| **Average Ages** | |
| Active Employees | 45.7 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | ------ |
| Inactive Employees Currently Receiving Benefits | 72.4 |
| **Average Service** | |
| Active Employees | 11.3 |

## Actuarial Methods and Assumptions

### Actuarial Methods

| | |
|---|---|
| **Valuation Date** | July 1, 2023 |
| **Measurement Date** | June 30, 2024 |
| **Participant Data** | Employee and retiree data were supplied by the plan sponsor and their healthcare consultant. |
| **Fiscal Year** | July 1 – June 30 |
| **Actuarial Cost Method** | Entry Age Normal |
| **Changes Since Last Actuarial Valuation** | The discount rate was changed per GASB 74 and GASB 75 rules.<br>Starting per capita costs were updated.<br>Health care trend rates were reset. |
| **Nature of Actuarial Calculations** | The results are estimates based on assumptions about future events. Assumptions may be made about participant data or other factors. All approximations and assumptions are noted. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.<br>Actual future experience will differ from the assumptions used. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.<br>The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations. |

## Actuarial Methods and Assumptions
**(Continued)**

### Actuarial Assumptions

| | |
|---|---|
| **Discount Rate** | Beginning of the Fiscal Year: 5.172%<br>End of the Fiscal Year: 7.000% |
| **Salary Rate Increase** | 4.00% |
| **Expected Rate of Return on Assets** | Not Applicable |
| **Health Care Trend** | |

| Period | Medical + Prescrip. Drugs |
|---|---|
| FY24 – FY25 | 5.50% |
| FY25 – FY26 | 5.43% |
| FY26 – FY27 | 5.36% |
| FY27 – FY28 | 5.29% |
| FY28 – FY29 | 5.21% |
| FY29 – FY30 | 5.14% |
| FY30 – FY31 | 5.07% |
| FY31 – FY32 | 5.00% |
| FY32 – FY33 | 4.93% |
| FY33 – FY34 | 4.86% |
| FY34 – FY35 | 4.79% |
| FY35 – FY36 | 4.71% |
| FY36 – FY37 | 4.64% |
| FY37 – FY38 | 4.57% |
| FY38 – FY39 | 4.50% |
| Subsequent | 4.50% |

| | |
|---|---|
| **Retiree Contribution Trend** | Same as Health Care Trend |
| **Mortality** | PubT.H-2010 Mortality Table – Teachers with Mortality Improvement using Scale MP-2020 |
| **Disability Rates** | None |

## Actuarial Methods and Assumptions
**(Continued)**

**Retirement Rates**

| Age | Rate |
|---|---|
| 55-59 | 15% |
| 60-61 | 20% |
| 62-64 | 35% |
| 65 | 25% |
| 66-69 | 35% |
| 70+ | 100% |

**Withdrawal Rates**

Table T-1 from the Pension Actuary's Handbook

| Age | Rate |
|---|---|
| 20 | 5.47% |
| 25 | 4.77% |
| 30 | 3.54% |
| 35 | 2.24% |
| 40 | 1.14% |
| 45 | 0.57% |
| 50 | 0.72% |
| 55 | 1.13% |
| 60 | 1.69% |

**Coverage Status**

Employees are assumed to continue into retirement at their current coverage level. Actual coverage status is used for retirees.

## Actuarial Methods and Assumptions
**(Continued)**

**Starting Per Capita Costs**

| | Medical + Prescription Drugs | |
|---|---|---|
| Age | Retiree | Spouse |
| 55 | $11,020 | $19,293 |
| 57 | 12,034 | 21,069 |
| 60 | 13,733 | 24,043 |
| 62 | 14,997 | 26,255 |
| 64 | 16,377 | 28,671 |
| 65 | 3,017 | 3,017 |
| 67 | 3,201 | 3,201 |
| 70 | 3,481 | 3,481 |
| 75 | 3,900 | 3,900 |
| 80 | 4,201 | 4,201 |
| 85+ | 4,526 | 4,526 |

**Retiree Contributions**

| | Pre-Medicare | | Medicare Eligible | |
|---|---|---|---|---|
| | Retiree | Spouse | Retiree | Spouse |
| Pre 7/1/15 Hires | $804 | $1,408 | $390 | $390 |
| 7/1/15 & Subsequ, Hires | 1,609 | 2,817 | 780 | 780 |
| Spouse Pay-All | | 14,084 | | 3,900 |

**Morbidity**

| Age | Rate Per Age |
|---|---|
| Under 65 | 4.50% |
| 65 – 69 | 3.00% |
| 70 – 74 | 2.50% |
| 75 – 85 | 1.50% |
| 86 and older | 0.00% |

**Election at Retirement**

100% of employees are assumed to elect coverage at retirement.

**Marital Status**

75% of employees with a spousal coverage subsidy and 50% of employees without a spousal coverage subsidy are assumed to be married and to elect spousal coverage with males three years older than females. Actual spouse data was used for current retirees.

**Lapse Rate**

0%

## Actuarial Methods and Assumptions
**(Continued)**

### Starting Per Capita Costs Development

Starting per capita costs for pre-Medicare retirees are based on premium equivalent rates. The same rates are charged for actives and pre-Medicare retirees. When an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently for actuarial measurement purposes. The projection of future retiree benefits should be based on claims costs, or age-adjusted premiums approximating claims costs, for retirees in accordance with actuarial standards issued by the Actuarial Standards Board. As such, premiums were estimated for retirees as if they were rated on a stand-alone basis. They were then disaggregated into age-specific starting costs based on average ages and assumptions on the relationship between costs and increasing age (i.e., Morbidity).

Starting per capita costs for Medicare eligible retirees are also based upon premium equivalent rates. These medical costs do not exhibit the active / retiree subsidization as seen for pre-Medicare medical so are not adjusted.

Retiree medical contributions are based on unadjusted premium equivalent rates.

Retiree dental and vision coverages are provided on a pay-all basis. Unlike medical costs, these costs do not exhibit active / retiree subsidization. In particular, the mix and type of services typically vary by age but costs generally do not. It is assumed that retirees pay the entire costs for these coverages and the BOE has no liability. This approach follows generally accepted actuarial practice.

## Summary of Eligibility & Coverage

### Eligibility Provisions

Employees hired before November 1, 2007, who retire with a minimum of 5 years of Worcester County BOE service and employees hired on or after November 1, 2007, who retire with a minimum of 15 years of Worcester County BOE service under the Maryland State Retirement and Pension System or Worcester County Pension Plan, immediately upon leaving BOE Service are eligible to continue participation in the health insurance plan by paying a percentage of the required insurance premium set by resolution of the County Commissioners.

Employees who are not enrolled in the BOE's health and prescription drug insurance plan on their last day of BOE employment are not eligible to enroll after retirement. Once a retiree leaves the BOE's health and prescription drug insurance plan for any reason, the retiree and/or the retiree's dependents cannot re-enroll in the BOE's health and prescription drug insurance plan.

As long as prescription drug benefits of the Worcester County BOE health and prescription drug insurance plan for retirees over 65 has a greater benefit at a lower cost than Medicare part D, retirees who enroll in Medicare Part D and their dependents are not eligible to participate in the Worcester County BOE health and prescription drug insurance plan.

Effective July 1, 2015, any employee who as of August 31, 2013 or thereafter, has applied for disability retirement and has the minimum number of years, may remain on the BOE health insurance on a cost share basis, until a final determination is made on their disability retirement request by the Maryland State Retirement System or Worcester County Pension Plan, as applicable. If the disability retirement request is approved, then the employee is eligible to continue participation in the health insurance plan by paying a percentage of the required insurance premium set by resolution of the County Commissioners. If the employee's disability retirement is denied, then the insurance will terminate on the first day of the month immediately following the date of final denial.

### Medical & Prescription Drug Benefits

For employees hired prior to July 1, 2015, the BOE pays 90% of the cost of coverage for the retiree and their eligible spouse. The coverage level is 80% for employees hired on or after July 1, 2015. For employees hired on or after October 1, 2017, spouse must pay the entire premium for retiree medical coverage and the BOE will continue to pay 20% of the cost for retirees. Coverage may continue upon Medicare eligibility given that contributions continue to be paid.

### Dental & Vision Benefits

Coverage is offered on a pay-all basis for the retiree and their eligible spouse. The BOE does not pay any portion of the cost. Coverage may continue upon Medicare eligibility given that contributions continue to be paid.

## Comments

The discount rate was changed to comply with the GASB 74 and GASB 75 Standards.

Future Trust Contributions are set equal to the arithmetic average of the contributions made from Fiscal Year 2020 to Fiscal Year 2024.

It is noted that the discount rate changed from 5.172% used for the Fiscal Year 2023 roll-forward calculation to 7.000%.

## Glossary

**Total OPEB liability**

The Total OPEB liability the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. It is the liability of employers and non-employer contributing entities to employees for benefits provided through a defined benefit OPEB plan. This item was referred to as the Actuarial Accrued Liability in the GASB 45 Statement.

*Active Employees* – Individuals employed at the end of the reporting or measurement period.

*Inactive Employees Entitled to But Not Yet Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments.

*Inactive Employees Currently Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan and are currently receiving benefits.

**Fiduciary Net Position**

OPEB plan assets held in a GASB-compliant Trust.

**Net OPEB Liability**

Total OPEB Liability minus Fiduciary Net Position. This item was referred to as the Unfunded Actuarial Accrued Liability in the GASB 45 Statement.

**Deferred Outflows/Inflows of Resources**

Changes in the Net OPEB Liability that have not been included in OPEB Expense are required to be reported as Deferred Outflows of Resources or Deferred Inflows of Resources related to OPEB.

**Entry Age Actuarial Cost Method**

A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).

**Other Postemployment Benefits (OPEB)**

Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

**Service Cost**

The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

*MC, Inc.*
**Menard Consulting, Inc.**
**Actuaries & Consultants**

# Actuarial Valuation of Other Postemployment Benefits
# In accordance with GASB Statements No. 74 & No. 75

For the Fiscal Year Ending June 30, 2024

## Worcester County Government
## Postretirement Health Plan

September 20, 2024

Menard Consulting, Inc.
211 E. Lake Street, Suite 11
Addison, IL 60101

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## Executive Summary

This report details the data, assumptions, and underlying methodology used in the GASB 75 actuarial valuation for Fiscal Year 2024.

The following exhibit illustrates the Net OPEB Liability and OPEB Expense.

| | |
|---|---|
| **Total OPEB Liability** | |
| Active Employees | $20,015,360 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | 0 |
| Inactive Employees Currently Receiving Benefits | 38,202,983 |
| **TOTAL** | **$58,218,343** |
| **Plan Fiduciary Net Position** | **$80,987,863** |
| **Net OPEB Liability** | **($22,769,520)** |
| **OPEB Expense** | **$743,115** |

Refer to the "Glossary" section of this report for definitions of GASB 74/75 terms.

## Statement of Actuarial Opinion

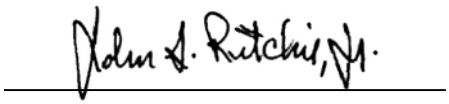
This report documents the results of an actuarial valuation for the Worcester County Government of their Postretirement Health Plan. The primary purpose of the valuation is to determine the obligations and costs for Fiscal Year 2024 in accordance with Government Accounting Standards No. 74 ("GASB 74") and No. 75 ("GASB 75"). Determinations for purposes other than meeting the Employer's financial accounting requirements may be significantly different from the results herein.

In performing the valuation, I relied on information and data regarding plan provisions, plan participants, and benefit payments provided by County personnel and their Health Care Consultant. An audit of the information was not performed, but the information was reviewed for reasonableness as appropriate based on the purpose of this valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. All of the information was relied upon in drawing conclusions.

The valuation results in this report involve actuarial calculations that require assumptions about future events. The Worcester County Government is responsible for the selection of assumptions. I believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of my knowledge, all calculations are in accordance with requirements of applicable financial accounting standards, including GASB 74 and GASB 75, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices. I meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between the Worcester County Government and Menard Consulting, Inc. that impairs objectivity.

The information contained in this report was prepared for use by the County and its auditors. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.



John S. Ritchie, ASA, MAAA
Member, American Academy of Actuaries
Membership Number: 30294
John.Ritchie@MenardConsult.com

## Notes to Financial Statements

### Changes in the Net OPEB Liability

| | Total OPEB Liability | Plan Fiduciary Net Position | Net OPEB Liability |
|---|---|---|---|
| Balances as of 6/30/2023 | $59,385,147 | $74,935,469 | ($15,550,322) |
| Changes for the year: | | | |
| Service Cost | $1,132,370 | 0 | $1,132,370 |
| Interest on Total OPEB Liability | 4,041,157 | 0 | 4,041,157 |
| Changes of Benefit Terms | 0 | 0 | 0 |
| Difference Between Expected & Actual Experience | (3,709,316) | 608,395 | (4,317,711) |
| Changes of Assumptions and Other Inputs | 677,663 | 0 | 677,663 |
| Contributions – Employer | 0 | 2,169,142 | (2,169,142) |
| Contributions - Non-Employer Contributing Entities (1) | 0 | 254,318 | (254,318) |
| Net Investment Income | 0 | 6,065,711 | (6,065,711) |
| Benefit Payments (2) | (3,308,677) | (2,436,777) | (871,900) |
| Administrative Expenses | 0 | 0 | 0 |
| Other Changes | 0 | (608,395) | 608,395 |
| Net Changes | ($1,166,803) | $6,052,395 | ($7,219,198) |
| Balances as of 6/30/2024 | $58,218,343 | $80,987,863 | ($22,769,520) |

(1) Payments from the Water & Wastewater and Landfill departments.

(2) Amount in the Total OPEB Liability column includes the Implicit Rate Subsidy.

### OPEB Expense

| | |
|---|---|
| Service Cost | $1,058,290 |
| Interest on Service Cost | 74,080 |
| Total | $1,132,370 |
| Interest Cost | 4,041,157 |
| Difference Between Expected & Actual Experience | (4,788,885) |
| Changes of Assumptions and Other Inputs | 358,474 |
| **Total** | **$743,115** |

## Notes to Financial Statements
(Continued)

### Deferred Outflows/Inflows of Resources

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Difference Between Expected & Actual Experience | $0 | $24,504,967 |
| Changes of Assumptions | 2,381,335 | 622,851 |
| Net Difference Between Projected & Actual Earnings on OPEB Plan Investments | 6,248,777 | 2,312,492 |
| **Total** | **$8,630,112** | **$27,440,310** |

### Significant Assumptions

| | |
|---|---|
| **Health Care Trend Rates** | |
| Initial Health Care Cost Trend Rate | 5.50% |
| Ultimate Health Care Cost Trend Rate | 4.50% |
| Fiscal Year the Ultimate Rate is Reached | Fiscal Year 2039 |
| **Additional Information** | |
| Valuation Date | July 1, 2023 |
| Measurement Date | June 30, 2024 |
| Actuarial Cost Method | Entry Age Normal |
| Discount Rate | |
| - Beginning of the Fiscal Year | 7.00% |
| - End of the Fiscal Year | 7.00% |
| Inflation Rate | 3.00% |
| Salary Rate Increase | 4.00% |
| Funded Ratio (Fiduciary Net Position as a percentage of Total OPEB Liability) | 139.11% |
| Covered Payroll | $33,967,458 |
| Net OPEB Liability as a Percentage of Covered Payroll | (67.03%) |

## Notes to Financial Statements
**(Continued)**

### Discount Rate

A projection of cash flows was used to determine the discount rate. The analysis shows that the OPEB plan's Fiduciary Net Position is projected to be sufficient to make projected benefit payments for the lifetime of every individual in the census. As such, the discount rate used to measure the Total OPEB Liability is 7.00%, which is the long-term expected rate of return on OPEB plan investments.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

| Asset Class | Target Allocation | Long-Term Expected Real Rate of Return |
|---|---|---|
| Cash and Cash Equivalents | 5% | 0.5% |
| Fixed Income Investments | 30% | 5.7% |
| Equities | 65% | 8.1% |
| **Total** | **100%** | |

## Deferred Outflows/Inflows of Resources − Development

### Difference Between Expected & Actual Experience (Economic & Demographic)

| | |
|---|---|
| Difference | ($3,709,316) |
| Average Expected Remaining Service Lives | 6.95 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2029: | ($533,471) |
| Fiscal Year 2030: | ($508,492) |

### Changes of Assumptions

| | |
|---|---|
| Change in Health Care Trend Rates | |
| Difference | $677,663 |
| Average Expected Remaining Service Lives | 6.95 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2029: | $97,461 |
| Fiscal Year 2030: | $92,898 |

### Net Difference Between Projected & Actual Earnings on OPEB Plan Investments

| | |
|---|---|
| Actual Earnings | $6,065,711 |
| Projected Earnings | 5,457,317 |
| Difference | $608,395 |
| Amortization Period | 5.00 years |
| Amortization Schedule | |
| Fiscal Years 2024 - 2028: | $121,679 |

The difference between projected and actual earnings on OPEB plan investments should be recognized in the OPEB expense over a closed five-year period.

## Deferred Outflows/Inflows of Resources − Development
**(Continued)**

**Future Deferred Outflows/Inflows of Resources**

| Fiscal Year Ending: | Outflows | Inflows |
|---|---|---|
| June 30, 2025 | $3,688,662 | $8,678,243 |
| June 30, 2026 | 3,619,693 | 6,104,834 |
| June 30, 2027 | 610,434 | 5,883,855 |
| June 30, 2028 | 520,964 | 5,731,415 |
| June 30, 2029 | 97,461 | 533,471 |
| June 30, 2030 | 92,898 | 508,492 |

## Sensitivity Testing of the Net OPEB Liability

| Discount Rate | | | |
|---|---|---|---|
| | 1% Increase | Valuation Rate | 1% Decrease |
| Net OPEB Liability | ($28,645,255) | ($22,769,520) | ($15,633,524) |
| Change | (25.81%) | | 31.34% |

| Health Care Trend | | | |
|---|---|---|---|
| | 1% Increase | Valuation Rate | 1% Decrease |
| Net OPEB Liability | ($14,845,602) | ($22,769,520) | ($29,216,986) |
| Change | 34.80% | | (28.32%) |

## Participant Data

### Counts and Statistics

| Census Date | June 2024 |
|---|---|
| **Participants** | |
| Active Employees | 499 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | 0 |
| Inactive Employees Currently Receiving Benefits [(1)] | 429 |
| **TOTAL** | **928** |
| **Average Ages** | |
| Active Employees | 44.6 |
| Inactive Employees Entitled to But Not Yet Receiving Benefits | ------ |
| Inactive Employees Currently Receiving Benefits [(1)] | 69.1 |
| **Average Service** | |
| Active Employees | 9.4 |

(1) Includes Medicare eligible spouses.

## Actuarial Methods and Assumptions

### Actuarial Methods

| | |
|---|---|
| **Valuation Date** | July 1, 2023 |
| **Measurement Date** | June 30, 2024 |
| **Participant Data** | Employee and retiree data were supplied by the plan sponsor. |
| **Fiscal Year** | July 1 – June 30 |
| **Actuarial Cost Method** | Entry Age Normal |
| **Changes Since Last Actuarial Valuation** | Starting per capita costs were updated.<br>Health care trend rates were reset. |
| **Nature of Actuarial Calculations** | The results are estimates based on assumptions about future events. Assumptions may be made about participant data or other factors. All approximations and assumptions are noted. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.<br>Actual future experience will differ from the assumptions used. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.<br>The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations. |

## Actuarial Methods and Assumptions
**(Continued)**

### Actuarial Assumptions

| | |
|---|---|
| **Discount Rate** | Beginning of the Fiscal Year: 7.00%<br>End of the Fiscal Year: 7.00% |
| **Salary Rate Increase** | 4.00% |
| **Expected Rate of Return on Assets** | Not Applicable |
| **Health Care Trend** | |

| Period | Medical + Prescrip. Drugs |
|---|---|
| FY24 – FY25 | 5.50% |
| FY25 – FY26 | 5.43% |
| FY26 – FY27 | 5.36% |
| FY27 – FY28 | 5.29% |
| FY28 – FY29 | 5.21% |
| FY29 – FY30 | 5.14% |
| FY30 – FY31 | 5.07% |
| FY31 – FY32 | 5.00% |
| FY32 – FY33 | 4.93% |
| FY33 – FY34 | 4.86% |
| FY34 – FY35 | 4.79% |
| FY35 – FY36 | 4.71% |
| FY36 – FY37 | 4.64% |
| FY37 – FY38 | 4.57% |
| FY38 – FY39 | 4.50% |
| Subsequent | 4.50% |

| | |
|---|---|
| **Retiree Contribution Trend** | Same as Health Care Trend |
| **Mortality** | PubG.H-2010 Mortality Table – General with Mortality Improvement using Scale MP-2020 |
| **Disability Rates** | None |

## Actuarial Methods and Assumptions
**(Continued)**

**Retirement Rates**

| Age | Rate |
|---|---|
| 55-59 | 0% |
| 60-61 | 5% |
| 62-64 | 30% |
| 65 | 15% |
| 66-69 | 35% |
| 70+ | 100% |

**Withdrawal Rates**

Table T-4 from the Pension Actuary's Handbook

| Age | Rate |
|---|---|
| 20 | 5.48% |
| 25 | 5.34% |
| 30 | 5.11% |
| 35 | 4.75% |
| 40 | 4.29% |
| 45 | 3.78% |
| 50 | 2.90% |
| 55 | 1.82% |
| 60 | 1.72% |

**Coverage Status**

Employees are assumed to continue into retirement at their current coverage level. If an employee has waived medical coverage, then they are assumed not to participate in the retiree medical plan and are excluded from the valuation. Actual coverage status is used for retirees.

## Actuarial Methods and Assumptions
**(Continued)**

**Starting Per Capita Costs**

| | Medical + Prescription Drugs | |
|---|---|---|
| Age | Retiree | Spouse |
| 55 | $11,955 | $20,930 |
| 57 | 13,055 | 22,856 |
| 60 | 14,898 | 26,082 |
| 62 | 16,269 | 28,483 |
| 64 | 17,767 | 31,104 |
| 65 | 3,139 | 3,139 |
| 67 | 3,330 | 3,330 |
| 70 | 3,622 | 3,622 |
| 75 | 4,057 | 4,057 |
| 80 | 4,371 | 4,371 |
| 85+ | 4,709 | 4,709 |

**Retiree Contributions**

| | Pre-Medicare | | Medicare Eligible | |
|---|---|---|---|---|
| | Retiree | Spouse | Retiree | Spouse |
| Pre 7/1/15 Hires | $804 | $1,408 | $390 | $390 |
| 7/1/15 & Subsequ, Hires | 1,609 | 2,817 | 780 | 780 |
| Spouse Pay-All | | 14,084 | | 3,900 |

**Morbidity**

| Age | Rate Per Age |
|---|---|
| Under 65 | 4.50% |
| 65 – 69 | 3.00% |
| 70 – 74 | 2.50% |
| 75 – 85 | 1.50% |
| 86 and older | 0.00% |

**Election at Retirement**

100% of employees are assumed to elect coverage at retirement.

**Marital Status**

75% of employees with a spouse subsidy and 50% of employees without a spouse subsidy are assumed to be married and to elect spousal coverage with males three years older than females. Actual spouse data was used for current retirees.

**Lapse Rate**

0%

## Actuarial Methods and Assumptions
**(Continued)**

### Starting Per Capita Costs Development

Starting per capita costs for pre-Medicare retirees are based on premium equivalent rates. The same rates are charged for actives and pre-Medicare retirees. When an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently for actuarial measurement purposes. The projection of future retiree benefits should be based on claims costs, or age-adjusted premiums approximating claims costs, for retirees in accordance with actuarial standards issued by the Actuarial Standards Board. As such, premiums were estimated for retirees as if they were rated on a stand-alone basis. They were then disaggregated into age-specific starting costs based on average ages and assumptions on the relationship between costs and increasing age (i.e., Morbidity).

Starting per capita costs for Medicare eligible retirees are also based upon premium equivalent rates. Medical costs do not exhibit the active / retiree subsidization as seen for pre-Medicare medical so are not adjusted.

Retiree contributions are based on unadjusted premium equivalent rates.

Retiree dental and vision coverages are provided on a pay-all basis. Unlike medical costs, these costs do not exhibit active/retiree subsidization. In particular, the mix and type of services typically vary by age but costs generally do not. It is assumed that retirees pay the entire costs for these coverages and the County has no liability. This approach follows generally accepted actuarial practice.

## Summary of Eligibility & Coverage

### Eligibility Provisions

Employees hired before November 1, 2007, who retire with a minimum of 5 years of Worcester County service and employees hired on or after November 1, 2007, who retire with a minimum of 15 years of Worcester County service under the Maryland State Retirement and Pension System or Worcester County Pension Plan, immediately upon leaving County Service are eligible to continue participation in the health insurance plan by paying a percentage of the required insurance premium set by resolution of the County Commissioners.

Employees who are not enrolled in the County's health and prescription drug insurance plan on their last day of County employment are not eligible to enroll after retirement. Once a retiree leaves the County's health and prescription drug insurance plan for any reason, the retiree and/or the retiree's dependents cannot re-enroll in the County's health and prescription drug insurance plan.

As long as prescription drug benefits of the Worcester County health and prescription drug insurance plan for retirees over 65 has a greater benefit at a lower cost than Medicare part D, retirees who enroll in Medicare Part D and their dependents are not eligible to participate in the Worcester County health and prescription drug insurance plan.

Effective July 1, 2015, any employee who as of August 31, 2013 or thereafter, has applied for disability retirement and has the minimum number of years, may remain on the County health insurance on a cost share basis, until a final determination is made on their disability retirement request by the Maryland State Retirement System or Worcester County Pension Plan, as applicable. If the disability retirement request is approved, then the employee is eligible to continue participation in the health insurance plan by paying a percentage of the required insurance premium set by resolution of the County Commissioners. If the employee's disability retirement is denied, then the insurance will terminate on the first day of the month immediately following the date of final denial.

### Medical & Prescription Drug Benefits

For employees hired prior to July 1, 2015, the County pays 90% of the cost of coverage for the retiree and their eligible spouse. The coverage level is 80% for employees hired on or after July 1, 2015. For employees hired on or after October 1, 2017, spouse must pay the entire premium for retiree medical coverage and the County will continue to pay 20% of the cost for retirees. Coverage may continue upon Medicare eligibility given that contributions continue to be paid.

### Dental & Vision Benefits

Coverage is offered on a pay-all basis for the retiree and their eligible spouse. The County does not pay any portion of the cost. Coverage may continue upon Medicare eligibility given that contributions continue to be paid.

## Comments

The discount rate was changed to comply with the GASB 74 and GASB 75 standards.

Future Trust Contributions are set equal to the arithmetic average of the contributions made from Fiscal Year 2020 to Fiscal Year 2024.

## Glossary

**Total OPEB liability**

The Total OPEB liability the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. It is the liability of employers and non-employer contributing entities to employees for benefits provided through a defined benefit OPEB plan. This item was referred to as the Actuarial Accrued Liability in the GASB 45 Statement.

*Active Employees* – Individuals employed at the end of the reporting or measurement period.

*Inactive Employees Entitled to But Not Yet Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments.

*Inactive Employees Currently Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan and are currently receiving benefits.

**Fiduciary Net Position**

OPEB plan assets held in a GASB-compliant Trust.

**Net OPEB Liability**

Total OPEB Liability minus Fiduciary Net Position. This item was referred to as the Unfunded Actuarial Accrued Liability in the GASB 45 Statement.

**Deferred Outflows/Inflows of Resources**

Changes in the Net OPEB Liability that have not been included in OPEB Expense are required to be reported as Deferred Outflows of Resources or Deferred Inflows of Resources related to OPEB.

**Entry Age Actuarial Cost Method**

A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).

**Other Postemployment Benefits (OPEB)**

Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

**Service Cost**

The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

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

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 13, 2024
SUBJECT: School Construction Procurement

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As requested, we are following up on a suggestion Commissioner Abbott had made in regard to requiring, as a part of county funding of school construction, the involvement of the county's Procurement Officer in the bidding of the design and construction efforts by Worcester County Public Schools (WCPS).

Historically, WCPS has utilized quality-based selection practices with proposals for architectural and engineering design and for construction management. This does not consider price as a factor when ranking proposals, and therefore the award is not always made to the lowest, responsible bidder. It should also be noted that in a 2017 Financial Management Practices Audit Report from the Department of Legislative Services, one of the recommendations was for WCPS to "revise its procurement process for contracts for construction management services to require that awards be made to the lowest responsible bidder."

The recently approved Capital Improvement Plan (CIP) has two major school construction projects that total $151 million with $103 million being funded by the county. Given the significant expense of school construction and the majority of the funding coming from the county, it would be prudent for the county to have involvement in the bidding process.

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: November 8, 2024

RE: Anti-encampment ordinance

During its last term, the U.S. Supreme Court issued a ruling called *City of Grants Pass v. Johnson* involving the constitutionality of a town's ordinance prohibiting camping on public property.

The *Grants Pass* decision held that localities may impose criminal penalties for acts like public camping and public sleeping without violating the Eighth Amendment (prohibiting cruel and unusual punishment).

My understanding is that there is Commissioner interest in passing a similar ordinance in Worcester County.

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 13, 2024
RE: Salisbury Regional Airport's U.S. Department of Transportation Grant Update

As requested, staff will provide an update on Wicomico County's successful grant award to support a new flight route from the Salisbury Regional Airport (SBY) to Orlando International Airport (MCO).

Worcester County pledged $50,000 towards this endeavor, joining other private and public entities in this effort to benefit the region.

Attachment:
Page 2 – Wicomico County Press Release

WICOMICO COUNTY, MARYLAND
OFFICE OF THE COUNTY EXECUTIVE
P.O. BOX 870
SALISBURY, MARYLAND 21803-0870
410-548-4801
FAX: 410-548-4803

Bunky Luffman
Director of Administration

Julie M. Giordano
County Executive

Matt Leitzel
Assistant Director of Administration

FOR IMMEDIATE RELEASE:
October 29, 2024

**Wicomico County Secures $800,000 U.S. Department of Transportation Grant for Salisbury Regional Airport to Launch New Orlando Service**

**SALISBURY, MD** — The U.S. Department of Transportation (DOT) has awarded Wicomico County an $800,000 grant under the FY23 Small Community Air Service Development Program (SCASDP) to support a new flight route from Salisbury Regional Airport (SBY) to Orlando International Airport (MCO). This strategic investment, made possible through the Office of the Secretary of Transportation, aims to expand air service accessibility for Eastern Shore residents, while fostering economic growth and enhancing the region's connectivity.

The grant funding will support a comprehensive revenue guarantee, essential start-up costs, and an associated marketing plan designed to attract and sustain the new Orlando route. The project aligns with Wicomico County's ongoing commitment to develop Salisbury Regional Airport as a regional transportation hub that serves both local travelers and visitors to the Eastern Shore. The initiative underscores the County's dedication to enhancing travel options and economic vitality through strategic infrastructure investments.

"This is a milestone achievement for Salisbury Regional Airport and Wicomico County," said County Executive Julie Giordano. "With the support of the DOT and in collaboration with our local partners, we are excited to bring new flight options to our community, connecting Eastern Shore residents and visitors to one of the nation's most popular travel destinations."

The service expansion is part of Salisbury Regional Airport's broader vision to increase flight options and connectivity for area residents, reducing travel times and costs associated with reaching major domestic destinations. This project is expected to benefit residents throughout the First Congressional District and attract tourism and business investment to the region.

For further details on the grant award, please contact the Office of the County Executive at (410) 548-4801.

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

COMMISSIONERS
Anthony W. Bertino, Jr., PRESIDENT
Madison J. Bunting, Jr. Vice PRESIDENT
Caryn Abbott
Theodore. Elder
Eric J. Fiori
Joseph. Mitrecic
Diana Purnell

OFFICE OF THE
COUNTYCOMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONEWEST MARKET STREET• ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTONS. YOUNG, P.E.
CHIEF ADMINISTRATIVEOFFICER
CANDACEI. SAVAGE
DEPUTY ADMINISTRATIVEOFFICER
ROSCOER.LESLIE
COUNTY ATTORNEY

November 6, 2024

To: Worcester County Commissioners
From: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2024

**President Bertino** – **You have Six (6) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- James Spicknall – Term Ending – Building Code Appeals Bd.
- Judith Giffin – Term Ending - Ethics Board
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – **Resigned** - Commission for Women
- Missy Denault – Term Ending – Recreation Advisory Board

**Commissioner Purnell – You have Four (4) position open:**

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB
- Felicia Green – Term Ending – Housing Review Board
- Betty Smith – Term Ending – Planning Commission
- Darlene J-Bowen – Term Ending – Commission for Women

**Commissioner Bunting - You have Five (5) position open:**

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB
- Steve Kolarik – Term Ending – Board of Electrical Examiners
- Steve Ashcraft – Term Ending – LDCODC
- Harry Hammond – Term Ending – Social Services Advisory Bd.
- Robert Purcell – Term Ending – Board of Zoning Appeals

**Commissioner Abbott** – **You have Five (5) position open:**

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.
- C.D. Hall – Term Ending – Economic Development
- Mark Frostrom – Term Ending – LMB
- Mike Hooks - Term Ending – Recreation Advisory Bd

**Commissioner Mitrecic – You have Five (5) position open:**

- Bill Paul – **Resigned** – Building Code Appeals Board
- Mayor Meehan – Term Ending – LDCODC – At Large
- Mary Knight – Term Ending – Planning Commission
- Granville Jones – Term Ending – Solid Waste Advisory Bd
- Kimberly List – Term Ending – Commission for Women

**Commissioner Elder - You have Six (6) position open:**

- Kelley Gravenor – Term Ending – Ag. Preservation Adv. Bd.
- Brooks Clayville – Term Ending – Ag. Reconciliation Bd.
- Joseph Stigler – Term Ending – Ethics Board
- Scot Tingle – **Resigned** – Housing Review Board
- Kerrie Bunting – Term Ending – LDCODC – Available for Reappointment
- Thomas Babcock – Term Ending – Board of Zoning Appeals

**Commissioner Fiori - You have Twelve (12) positions open:**

- Stacey Esham – Term Ending – Ag. Reconciliation Bd.
- Joe Schanno – Term Ending – Economic Development
- Duane Duncan – Term Ending – Board of Electrical Examiners
- Don Furbay – Term Ending – Solid Waste Advisory Bd.
- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - 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 Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**All Commissioners:**

**(5)-Adult Public Guardianship Board-**
4– Terms Expiring Dec. 2023-attached summary in open session
1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

**(2) -Drug and Alcohol Abuse Council** – (1Deceased) (Dr. Cragway) Replacement available, see attachment. **1- Term Ending – Kim Moses**

**(2) -Local Development Council for the Ocean Downs Casino-**
2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

**(3) – Property Tax Assessment Appeal Board – 2** regular member vacancy available and **an** alternate member

**(2) – Solid Waste Advisory Board – Town of Pocomoke (Soloh) and Town of Snow Hill (Pruitt)**

**(4) - Water and Sewer Advisory Council - Mystic Harbour** 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

**(3)- Water and Sewer Advisory Council- West Ocean City**- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler

**(6 - Total): Commission for Women:**
**(3) Resigned** -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott)

**(3) Term Endings** – Dr. Bowen (Purnell), Kim List (Mitrecic), **G. Lehman (At-Large)**

**(2) Worcester County Youth Council – Two Nominations** - Madie Groves - 9th, SDHS 24-28 and Dani Shirk - 9th, SDHS 24-28

## 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) |
|---|---|---|
| Connie Wessels | Lay Person | *15-16-19, 19-22 (Term Expired) |
| 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 |
| Dr. Ovais Khalid | Psychiatrist | 23-26 |
| Dr. William Greer | Physician | 07-10-13-16-19-22-25 |
| Richard Collins | Lawyer | 95-16-19-22-25 |
| Nancy Howard | Lay Person | *17-19, 19-22-25 |

* = Appointed to fill an unexpired term

Updated: May 16, 2023
Printed: May 24, 2023

# 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) |
|---|---|---|---|
| Kelley Gravenor | Elder | D-4, Snow Hill | *14-16-20, 20-24 |
| Glen Holland (O-O) | Abbott | D-1, Pocomoke | 13-17-21-25 |
| Ed Phillips (O-O) | Elder | D-4, Whaleyville | 05-10-14-18-22-26 |
| Alan Hudson (O-O) | Elder | D-4, Berlin | 14-18-22-26 |
| Christian Martin | Purnell | D-2, Berlin | 22 -23-27 |
| Curt Lambertson | Elder | D-4, Snow Hill | 15-19-23-27 |
| Stuart Cooper | Bunting | D-6, Bishopville | 23-27 |

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)
Billy Thompson (19-23)
Kathy Drew (06-23)

* = 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: February 6, 2024
Printed: February 7, 2024

# AGRICULTURAL RECONCILIATION BOARD

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions:
- All members must be County residents
- Two Members chosen from nominees of Worcester County Farm Bureau
- One Member chosen from nominees of Worcester County Forestry Board
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
- Jennifer Keener (410-632-1200)

County Agricultural Extension Agent - As Consultant to the Board
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

| Member's Name | Nominated By | Ag/Forest Industry | Resides | Years of Term(s) |
|---|---|---|---|---|
| George Solyak | At-Large | No | Ocean Pines | 18-22 |
| Stacey Esham | Forestry Bd. | Yes | Berlin | 12-16-20, 20-24 |
| Brooks Clayville | Farm Bureau | Yes | Snow Hill | 00-04-08-12-16-20, 20-24 |
| Dean Ennis | Farm Bureau | Yes | Pocomoke | 06-10-14-18-22-26 |
| Tom Babcock | At-Large | No | Whaleyville | 14-18-22-26 |

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)
Betty McDermott *(09-17)

*= Initial terms staggered

Updated: January 10, 2023
Printed: January 10, 2023

## BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: $100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Bill Paul | D-7 - Mitrecic | Ocean Pines | 15-19-23 **Resigned** |
| Kevin Holland | D-1 - Abbott | Pocomoke | 96-04-08-12-16-20, 20-24 |
| James Spicknall | D-5 - Bertino | Ocean Pines | 04-08-12-16-20, 20-24 |
| Mike Poole | D-6 - Bunting | Bishopville | 17-21, 21-25 |
| Mark Bargar | D-4 - Elder | Berlin | 14-18-22-26 |
| Jim Wilson | D-3 - Fiori | Berlin | 02-06-10-14-18-22-26 |
| Elbert Davis | D-2 - Purnell | Snow Hill | *03-07-11-15-19-23-27 |

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

| Name | Representing | Years of Term(s) |
|---|---|---|
| | **At-Large Members** | |
| 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 Replacement Avail. |
| Rev. James Jones | Knowledge of Substance Abuse Issues | *21-25 |
| Alyce Marzola | Knowledge of Substance Abuse Treatment | *24-25 |
| Eric Gray (Christina Purcell) | Substance Abuse Treatment Provider | *15-18-22-26 |
| Sue Abell-Rodden | Recipient of Addictions Treatment Services | 10-14-18-22-26 |
| Colonel Doug Dods | Knowledgeable on Substance Abuse Issues | 04-10 (adv)-14-18-22-26 |
| Jim Freeman, Jr. | Knowledgeable on Substance Abuse Issues | 04-11-15, 15-19-23-27 |
| Mimi Dean | Substance Abuse Prevention Provider | *18-19-23-27 |
| Michael Trader | Knowledgeable on Substance Abuse Issues | 23-27 |
| | **Ex-Officio Members** | |
| Rebecca Jones | Health Officer | Ex-Officio, Indefinite |
| Roberta Baldwin | Social Services Director | Ex-Officio, Indefinite |
| Crystal Duffy | Juvenile Services, Regional Director | Ex-Officio, Indefinite |
| Travis Knapp | Field Supervisor | Ex-Officio, Indefinite |
| Kris Heiser | State's Attorney | Ex-Officio, Indefinite |
| Chasity Simpson | District Public Defender | Ex-Officio, Indefinite |
| Sheriff Matt Crisafulli | County Sheriff | Ex-Officio, Indefinite |
| Todd Ferrante | 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 |
| Hon. Melvin Jews | District Court Administrative Judge | Ex-Officio, Indefinite |
| Timothy Mulligan | Warden, Worcester County Jail | Ex-Officio, Indefinite |

**Advisory Members**

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

Updated: January 16,2024
Printed: October 7, 2024

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) |
|---|---|---|---|
| Joe Schanno | D-3, Fiori | West Ocean City | *19-20, 20-24 |
| C.D. Hall | D-1, Abbott | Pocomoke | *22-24 |
| Ashley Harrison | D-7, Mitrecic | Ocean City | 19-21, 21-25 |
| Harry Wimbrow | D-4, Elder | Snow Hill | *22-25 |
| Steven Habeger | D-5, Bertino | Ocean Pines | 19-23-27 |
| Natoshia Collick Owens | D-2, Purnell | Ocean Pines | *15-19-23-27 |
| Stephen Kolarik, Jr. | D-6, Bunting | Bishopville | 23-27 |

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)
Robert Clarke (*08-22)
Marc Scher (*19-22)
Robert Fisher (87-22)

* = Appointed to fill an unexpired term

## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: $100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Steve Kolarik (ME) | D-6, Bunting | Bishopville | 12-21, 21-24 |
| Duane Duncan (ME-5) | D-3, Fiori | Berlin | *05-12-15-18-21-24 |
| Roy M. Case (ME) | D-2, Purnell | Berlin | 10-13-16-19-22-25 |
| Carl Smith (ME-5) | D-4, Elder | Snow Hill | 98-10-13-16-19-22-25 |
| J.T. Novak (ME-5) | D-5, Bertino | Ocean Pines | 07-10-13-16-19-22-25 |
| Kenneth Lambertson (ME-5) | D-1, Abbott | Pocomoke | 96-11-14-17-20-23-26 |
| Michael Patchett (ME-5) | D-7, Mitrecic | West Ocean City | 08-11-14-17-20-23-26 |

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited)

Prior Members: (Since 1972)

Harrison Lambertson
William Molnar
Thomas Ashby
Billy Burton Cropper
Alonza Anderson
Gus Foltz
Robert Conner
Gus Payne
Robert Farley
Mike Costanza
Herbert Brittingham
Otho Mariner
Mark Odachowski
Howard Pusey
Elwood Bunting
W. Prentiss Howard
Frank Bradshaw (90-96)
H. Coston Gladding (90-96)
Willard W. Ward (92-97)
Walter Ward (92-98)
Dale Venable (94-00)
Gary Frick (96-03)
Thomas Duncan (02-05)
Mike Henderson (00-06)
Brent Pokrywka (02-07)
Joel Watsky (03-08)
Bob Arnold (97-10)
Jamie Englishmen (06-12)

* = Appointed to fill an unexpired term

Updated: January 16, 2024
Printed: November 7, 2024

# 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) |
|---|---|---|---|
| Judy Giffin | D-5, Bertino | Ocean Pines | *21-24 |
| Joseph Stigler | D-4, Elder | Berlin | 16-20, 20-24 |
| Bruce Spangler | D-3, Fiori | Berlin | *02-05-09-13-17-21-25 |
| Iola Tariq | D-2, Purnell | Berlin | *22-26 |
| Mickey Ashby | D-1, Abbott | Pocomoke | 14-18-22-26 |
| David Deutsch | D-6, Bunting | Ocean Pines | 17-21-23-27 |
| Frank Knight | D-7, Mitrecic | Ocean City | *14-19-23-27 |

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

# HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: $100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

| Member's Name | Nominated By | Resides | Years of Terms(s) |
|---|---|---|---|
| Maria Campione-Lawrence | D-5, Bertino | Ocean Pines | *22-23 |
| Felicia Green | D-2, Purnell | Ocean Pines | *21-24 |
| Keri-Ann F. Byrd | D-1, Abbott | Pocomoke | 22-25 |
| Debbie Hileman | D-6, Bunting | Ocean Pines | 10-13-16-19-22-25 |
| Don Furbay | D-3, Fiori | W. Ocean City | 23-26 |
| Charlie Murphy | D-7, Mitrecic | Ocean City | *23-26 |
| Scott Tingle | D-4, Elder | Snow Hill | 14-17-20-23-26 |

Prior Members:

Phyllis Mitchell
William Lynch
Art Rutter
William Buchanan
Christina Alphonsi
Elsie Purnell
William Freeman
Jack Dill
Elbert Davis
J. D. Quillin, III (90-96)
Ted Ward (94-00)
Larry Duffy (90-00)
Patricia McMullen (00-02)
William Merrill (90-01)
Debbie Rogers (92-02)
Wardie Jarvis, Jr. (96-03)
Albert Bogdon (02-06)
Jamie Rice (03-07)
Howard Martin (08)
Marlene Ott (02-08)
Mark Frostrom, Jr. (01-10)
Joseph McDonald (08-10)
Sherwood Brooks (03-12)
Otho Mariner (95-13)
Becky Flater (13-14)
Ruth Waters (12-15)
John Glorioso (*06-19)
Sharon Teagle (00- 20)
Davida Washington (*21-21)
Donna Dillion (08-22)
C.D. Hall 10-22
Chase Church (*19-22)
Jake Mitrecic (15-21)

* = Appointed to fill an unexpired term

Updated December 5, 2023
Printed: December 6, 2023

# BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st.

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

| Name | Resides | Years of Term(s) |
|---|---|---|
| Jeff Smith | Berlin | 19-24 |
| Patricia Tomasovic | Pocomoke | *19, 19-24 |
| Sandra Buchanan | Pocomoke | 21-26 |
| Jocelyn Briddell | Newark | 21-26 |
| Nancy Howard | Ocean City | 16-21, 21-26 |
| Kathryn Culbertson | Snow Hill | *21-23-28 |
| Vicki O'Mara | Ocean Pines | *18-23-28 |

Prior Members: Since 1972

Herman Baker
Lieselette Pennewell
Edith Dryden
Clifford D. Cooper, Jr.
Klein Leister
Evelyn Mumford
Ann Eschenburg
Barbara Ward
Donald F. McCabe
Fannie Russell
Stedman Rounds
Donald Turner
Sarah Dryden
L. Richard Phillips
Barbara Bunting
Joanne Mason

Jere Hilbourn
Janet Owens
Ruth Westfall
Helen Farlow
Judy Quillin
Gay Showell
Susan Mariner
Jacqueline Mathias
Ann S. Coates (88-97)
Jim Dembeck (91-97)
Bill Waters (88-98)
Geraldine Thweatt (97-98)
Martha Hoover (87-99)
Eloise Henry-Gordy (98-00)
William Cropper (91-01)
Ms. Willie Gaddis (89-01)
Leola Smack (99-02)
Jean Tarr (94-04)
Lois Sirman (01-06)
Amanda DeShields (00-07)
David Nedrow (04-09)
Belle Redden (99-09)

Beverly Dryden Wilkerson (06-10)
John Staley (97-11)
James Gatling (01-11)
Shirley Dale (02-12)
Edith Barnes (07-13)
Richard Polhemus (11-16)
Richard Warner Davis (11-16)
Frederick Grant (13-17)
Rosemary S. Keech (12-18)
Vivian Pruitt (09-19)
Ron Cascio 09-19
Donald James Bailey (16-21)
Holly Anderson (*10-21)
Leslie Mulligan (*17-21)

* = Appointed to fill an unexpired term

Updated: March 19, 2024
Printed: March 19, 2024

# 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 |
| David Massey [c] | At-Large | Business - Ocean Pines | 09-13-17, 17-21 |
| Bobbi Jones | Ocean Downs Casino | Ocean Downs Casino | 23-indefinite |
| Mary Beth Carozza | Indefinite | Maryland Senator | 14-indefinite |
| Wayne A. Hartman | Indefinite | Maryland Delegate | 18-indefinite |
| Charles Otto | Indefinite | Maryland Delegate | 14-indefinite |
| Steve Ashcraft | Dist. 6 - Bunting | Resident - Ocean Pines | *19-20, 20-24 |
| Kerrie Bunting | Dist. 4 - Elder | Resident - Snow Hill | *22-24 |
| Mayor Rick Meehan [c] | At-Large | Business - Ocean City | *09-12-16-20-24 |
| Bob Gilmore | Dist. 5 - Bertino | Resident - Ocean Pines | *19-21, 21-25 |
| Matt Gordon | Dist. 1 – Abbott | Resident - Pocomoke | 19-22, 22-26 |
| Ivy Wells | Dist. 3 - Church | Resident - Berlin | 22-26 |
| Cam Bunting [c] | At-Large | Business - Berlin | *09-10-14-18-22-26 |
| Roxane Rounds | Dist. 2 - Purnell | Resident - Berlin | *14-15-19-23-27 |
| Michael Donnelly | Dist. 7 - Mitrecic | Resident - Ocean City | *16-19-23-27 |

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)
Gary Weber (*19-21)
Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)

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

Updated: May 7, 2024
Printed: May 14, 2024

# WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
- Implementation of a local, interagency service delivery system for children, youth and families;
- Goal of returning children to care and establishment of family preservation within Worcester County;
- Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: $100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
51% of members must be public sector
Terms expire December 31st

Meetings: Monthly

Staff Contact: Director, Local Management Board - (410) 632-3648
Christen Barbierri – LMB Coordinator - (410) 632-3648
Lisa Shockley, LMB Admin. Support

Current Members:

| Member's Name | Nominated By | Resides/Representing | Years of Term(s) |
|---|---|---|---|
| Ivonne Lomax | *Ex officio* | Core Service Agency | Indefinite |
| Rebecca Jones | *Ex officio* | Health Department | Indefinite |
| Jennifer Loring | *Ex officio* | Juvenile Justice | Indefinite |
| Louis H. Taylor | *Ex officio* | Board of Education | Indefinite |
| Roberta Baldwin | *Ex officio* | Dept. of Social Services | Indefinite |
| Mark Frostrom | At-Large | Abbot- Pocomoke | *99-12-15-18-21-24 |
| Theophilus Hobbs IV | At-Large | Purnell-Snow Hill | 19-22-25 |
| Dr. Mark Bowen | At-Large | Purnell Snow Hill | 20-23-26 |
| Amy Rothermel | At-Large | Mitrecic-Ocean City | 17-20-23-26 |

Prior Members (since 1994):

Tim King (97)
Sandra Oliver (94-97)
Velmar Collins (94-97)
Catherine Barbierri (95-97)
Ruth Geddie (95-98)
Rev. Arthur George (94-99)
Kathey Danna (94-99)
Sharon Teagle (97-99)
Jeanne Lynch (98-00)
Jamie Albright (99-01)
Patricia Selig (97-01)
Rev. Lehman Tomlin (99-02)
Sharon Doss
Rick Lambertson
Cyndy B. Howell
Sandra Lanier (94-04)
Dr. James Roberts (98-04)
Dawn Townsend (01-04)
Pat Boykin (01-05)
Jeannette Tresler (02-05)
Lou Taylor (02-05)
Paula Erdie
Rev. Pearl Johnson (05-07)
Peter Fox (05-07)
Lou Etta McClaflin (04-07)
Bruce Spangler (04-07)
Sharon DeMar Reilly
Kathy Simon
Vickie Stoner Wrenn
Robin Travers
Jordan Taylor (09)
Aaron Marshall (09)
Allen Bunting (09)
LaTrele Crawford (09)
Sheriff Charles T. Martin
Joel Todd, State's Attorney
Ed Montgomery (05-10)
Edward S. Lee (07-10)
Toni Keiser (07-10)
Judy Baumgartner (07-10)
Claudia Nagle (09-10)
Megan O'Donnell (10)
Kiana Smith (10)
Christopher Bunting (10)
Simi Chawla (10)
Jerry Redden
Jennifer Standish
Anne C. Turner
Marty Pusey
Virgil L. Shockley
Dr. Jon Andes (96-12)
Dr. Ethel M. Hines (07-13)
Deborah Goeller
Andrea Watkins (13-17)
Sheila Warner (Indefinite)
Ira Shockley (03-19)
Eloise Henry-Gordy *(07-20)
Jennifer LaMade - Indefinite
Spencer Tracey - Indefinite

# LOWER SHORE WORKFORCE DEVELOPMENT BOARD

**(Previously Private Industry Council Board - PIC)**

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

| Name | Resides/Agency | Term | Representing |
|---|---|---|---|
| Walter Maizel | Bishopville | *12-20, 20 -24 | Private Business Rep. |
| Whitney Palmer | Berlin | *20-24 | Business Rep. |
| Robert "Bo" Duke | Ocean City | *17-21, 21-25 | Business Rep. |
| Alicia Warren | Berlin | 22-26 | Business/Healthcare Ind. |
| Sarah Chapman | Pocomoke | 23- 27 | Business Rep. |

Prior Members: Since

Baine Yates
Charles Nicholson (98-00)
Gene Theroux (97-00)
Jackie Gordon (98-00)
Caren French (97-01)
Jack Smith (97-01)
Linda Busick (98-02)
Edward Lee (97-03)
Joe Mangini (97-03)
Linda Wright (99-04)
Kaye Holloway (95-04)
Joanne Lusby (00-05)
William Greenwood (97-06)
Gabriel Purnell (04-07)
Walter Kissel (03-07)
Heidi Kelley (07-08)
Bruce Morrison (05-08)
Margaret Dennis (08-12)
Ted Doukas (03-13)
Diana Nolte (06-14)
John Ostrander (07-15)
Craig Davis (13-17)
Donna Weaver (08-17)
Geoffrey Failla (15-18)
Melanie Pursel (18-*20)
Ivy Wells (20-21)(21-public appt.)
Jason Cunha (*16-23)

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: December 5, 2023
Printed: August 26, 2024

# PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: $100 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
Jennifer Keener, Director (410-632-1200, ext. 1123)

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Betty M. Smith | D-2, Purnell | Berlin | *07-09-14-19, 19-24 |
| Mary Knight | D-7, Mitrecic | Berlin | *20-24 |
| Ken Church | D-3, Fiori | Berlin | 20-25 |
| Jerry Barbierri | D-1, Abbott | Pocomoke | *12-15-20, 20-25 |
| Phyllis Wimbrow | D-4, Elder | Snow Hill | 23-28 |
| Marlene Ott | D-5, Bertino | Ocean Pines | 08-13-18-23-28 |
| Kathy Drew | D-6, Bunting | Bishopville | *23-26 |

Prior Members: Since 1972

David L. Johnson
N. Paul Joyner
Daniel Trimper, IV
Hugh F. Wilde
Warren Frame
Roland E. Powell
Harry Cherrix
W. David Stevens
Granville Trimper
J. Brad Aaron
Lester Atkinson
Paul L. Cutler
Edward R. Bounds
Edward Phillips
Vernon McCabe
R. Blaine Smith
Edward A. Tudor

Terry Bayshore
Larry Widgeon
Charles D. "CD" Hall
Ernest "Sandy" Coyman
Rev. Donald Hamilton
Dale Stevens
Marion L. Butler, Sr.
Ron Cascio (96-97)
Louie Paglierani (90-99)
Robert Hawkins (96-99)
Ilia Fehrer (94-99)
Rob Clarke (99-00)
W. Kenny Baker (97-02)
James Jarman (99-03)
Harry Cullen (00-03)
Ed Ellis (96-04)
Troy Purnell (95-05)
Larry Devlin (04-06)
Tony Devereaux (03-07)

Wilbert "Tom" Pitts (99-07)
Doug Slingerland (07-08)
Carolyn Cummins (90-94, 99-09)
Madison "Jimmy" Bunting (05-10)
Jeanne Lynch (06-11)
H. Coston Gladding (96-12)
Wayne A. Hartman (09-14)
Jay Knerr (14-20)
Mike Diffendal (10-20)
Brooks Clayville (02-22)
Richard Wells (11-23)

* = Appointed to fill an unexpired term

Updated: January 16, 2024
Printed: November 7, 2024

# PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

| Current Members: | Representing: | Term: |
|---|---|---|
| Steven W. Rakow | Ocean Pines | *19-22 Resigned |
| Richard Ramsay | Snow Hill | *21-22 -27 |
| Martha Bennett | Berlin | 19-24 |

Prior Members: Since 1972

Wilford Showell
E. Carmel Wilson
Daniel Trimper, III
William Smith
William Marshall, Jr.
Richard G. Stone
Milton Laws
W. Earl Timmons
Hugh Cropper
Lloyd Lewis
Ann Granados
John Spurling
Robert N. McIntyre
William H. Mitchell (96-98)
Delores W. Groves (96-99)
Mary Yenney (98-03)
Walter F. Powers (01-04)
Grace C. Purnell (96-04)
George H. Henderson, Jr. (97-06)
Joseph A. Calogero (04-09)
Joan Vetare (04-12)
Howard G. Jenkins (03-18)
Robert D. Rose (*06-17)
Larry Fry (*10-14 alt) (14-18)
Richard Thompson (*18-21alt)
Arlene Page 18-23

* = Appointed to fill an unexpired term

# RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

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

Compensation: $100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Mike Hooks | D-1, Abbott | Pocomoke | 12-16-20, 20-24 |
| Missy Denault | D-5, Bertino | Berlin | *15-16-20, 20-24 |
| William Gabeler | D-6, Bunting | Ocean Pines | 21-25 |
| Norman Bunting, Jr. | D-3, Church | Berlin | *16-17-21-25 |
| Alvin Handy | D-2, Purnell | Ocean City | 06-10-14-18-22-26 |
| John Gehrig | D-7, Mitrecic | Ocean City | 14-18-22-26 |
| Joseph Stigler | D-4, Elder | Snow Hill | *21-23-27 |

Prior Members: Since 1972

Howard Taylor
Arthur Shockley
Rev. Ray Holsey
William Tingle
Mace Foxwell
Nelson Townsend
J.D. Townsend
Robert Miller
Jon Stripling
Hinson Finney
John D. Smack, Sr.
Richard Street
Ben Nelson
Shirley Truitt

Cyrus Teter
Warren Mitchell
Edith Barnes
Glen Phillips
Gerald Long
Lou Ann Garton
Milton Warren
Ann Hale
Claude Hall, Jr.
Vernon Davis
Rick Morris
Joe Lieb
Donald Shockley
Fulton Holland (93-95)

Gregory Purnell (83-96)
Vernon Redden, Jr.(83-98)
Richard Ramsay (93-98)
Mike Daisy (98-99)
Cam Bunting (95-00)
Charlie Jones (98-03)
Rick Morris (03-05)
Gregory Purnell (97-06)
George "Eddie" Young (99-08)
Barbara Kissel (00-09)
Alfred Harrison (92-10)
Janet Rosensteel (09-10)
Tim Cadotte (02-12)
Craig Glovier (08-12)
Joe Mitrecic (10-14)

Sonya Bounds (12-15)
Burton Anderson (05-15)
William Regan (02-16)
Shawn Johnson(15-19)
Devin Bataille (19-20)
Chris Klebe (*11-21)

* = Appointed to fill an unexpired term

Updated: January 16, 2024
Printed: November 7, 2024

## SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
Act as liaison between Social Services Dept. and County Commissioners.
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Harry Hammond | D-6, Bunting | Bishopville | 15-21, 21- 24 |
| Shelly Daniels | D-1, Abbott | Pocomoke City | 22-25 |
| Rebecca Colt-Ferguson | D-7, Mitrecic | Ocean City | 22-25 |
| Janice Chiampa | D-5, Bertino | Ocean Pines | 22-25 |
| Diana Purnell | ex officio - Commissioner | | 14-18-22-25 |
| Voncelia Brown | D-3, Church | Berlin | 16-19-22-25 |
| Mary White | At-Large | Berlin | *17-19-22-25 |
| Margaret Labesky | D-4, Elder | Snow Hill | 23-26 |
| Nancy Howard | D-2, Purnell | Ocean City | 09-16-17-20-23-26 |

* = Appointed to fill an unexpired term

Updated: November 21, 2023
Printed: November 7, 2024

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: $100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator – Bob Keenan - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Granville Jones | D-7, Mitrecic | Berlin | *15-16-20, 20-24 |
| Michelle Beckett-El Soloh | Town of Pocomoke City | | *19-20, 20-24 |
| Michael Pruitt | Town of Snow Hill | | *22-24 |
| Don Furbay | D-3, Fiori | Berlin | 20-24 |
| James Charles | Town of Berlin | | 21-25 |
| Brain Scarborough | Town of Ocean City | | 21-25 |
| Vaughn White | D-2, Purnell | Berlin | *19-21, 21-25 |
| Bob Gilmore | D-5, Bertino | Ocean Pines | *21-22, 22-26 |
| George Linvill | D-1, Abbott | Pocomoke | 14-18-22-26 |
| George Dix | D-4, Elder | Snow Hill | *10-18-22-26 |
| John O'Brien | D-6, Bunting | Bishopville | *22-23-27 |

Prior Members: (Since 1994)

Ron Cascio (94-96)
Roger Vacovsky, Jr. (94-96)
Lila Hackim (95-97)
Raymond Jackson (94-97)
William Turner (94-97)
Vernon "Corey" Davis, Jr. (96-98)
Robert Mangum (94-98)
Richard Rau (94-96)
Jim Doughty (96-99)
Jack Peacock (94-00)
Hale Harrison (94-00)
Richard Malone (94-01)
William McDermott (98-03)
Fred Joyner (99-03)
Hugh McFadden (98-05)
Dale Pruitt (97-05)
Frederick Stiehl (05-06)
Eric Mullins (03-07)
Mayor Tom Cardinale (05-08)
William Breedlove (02-09)
Lester D. Shockley (03-10)
Woody Shockley (01-10)
John C. Dorman (07-10)
Robert Hawkins (94-11)
Victor Beard (97-11)
Mike Gibbons (09-14)
Hank Westfall (00-14)
Marion Butler, Sr. (00-14)
Robert Clarke (11-15)
Bob Donnelly (11-15)
Howard Sribnick (10-16)
Dave Wheaton (14-16)
Wendell Purnell (97-18)
George Tasker (*15-20)
Rodney Bailey *19
Steve Brown *10-19
Bob Augustine 16-19
Michael Pruitt *15-19
James Rosenburg (*06-19)
Jamey Latchum *17-19
Hal Adkins (*20-21)
Mike Poole (11-22)

* = Appointed to fill an unexpired term

# WATER AND SEWER ADVISORY COUNCIL
# MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: $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 (Resigned) |
| Richard Jendrek[C] | Bay Vista I | 05-10-14-18, 18-22 (deceased) |
| Joseph Weitzell | Mystic Harbour | 05-11-15-19, 19-23 (deceased) |
| Bruce Burns | Deer Point | 19-23 (deceased) |
| David Dypsky | Teal Marsh Center | *10-12-16, 16-20, 20-24 |
| Stan Cygam | Whispering Woods | *18-20, 20-24 |
| Matthew Kraeuter | Ocean Reef | *19-22, 23-27 |

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 November 21, 2023
Printed: November 27, 2023

# WATER AND SEWER ADVISORY COUNCIL
# OCEAN PINES SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: $100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

| Name | Resides | Years of Term(s) |
|---|---|---|
| Frederick Stiehl | Ocean Pines | *06-08-12-16-20, 20-24 |
| John F. (Jack) Collins, Jr. | Ocean Pines | *18-21, 21-25 |
| William Gabeler | Ocean Pines | 22 - 26 |
| Robert Kane | Ocean Pines | 22-26 |
| James Spicknall | Ocean Pines | 07-10-14-18-22-26 |

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)
Bob Poremski (17-20)
Gregory Sauter (17-21)

* = Appointed to fill an unexpired term

Updated: February 7, 2023
Printed: November 7, 2024

**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)

# 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: Coleen Colson, Chair and , Laura Morrison, Co-Chair
Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Elizabeth Rodier | D-3, Fiori | Bishopville | 18-21 **Resigned** |
| Dr. Darlene Jackson- Bowen | D-2, Purnell | Pocomoke | *19-21, 21-24 |
| Kimberly List | D-7, Mitrecic | Ocean City | 18- 21, 21-24 |
| Gwendolyn Lehman | At-Large | OP, Berlin | *19-21, 21-24 |
| Jocelyn Briddell | At-Large | Berlin | 23-26 |
| Coleen Colson | Dept of Social Services | | 19-22-25 |
| Windy Phillips | Board of Education | | 19-22-25 |
| Laura Morrison | At-Large | Pocomoke | *19-20-23-26 |
| Crystal Bell, MPA | Health Department | | *22-23-26 |
| Judith Giffin | D-5, Bertino | Ocean Pines | *22-23-26 **Resigned** |
| Jeannine Jerscheid | Public Safety – Sheriff's Office | | 23-26 |
| Kathleen Palmer | D-1, Abbott | Pocomoke City | 23-26 **Resigned** |
| Sharnell Tull | At-Large | Pocomoke | 23 -26 |
| Joan Scott | D-4, Elder | Newark | 23-26 |
| Susan Ostrowski | D-6, Bunting | Berlin | 24-27 |

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)

* = Appointed to fill an unexpired term
c = Charter member

Updated: February 6, 2024
Printed: July 5, 2024

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year term
Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)
Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
Kelcey Kengla, Worcester County Health Department - (410-632-1100, x1108)
Wendy Shirk, Worcester County Board of Education - (410-632-2880)

Current Members:

| Member's Name | School Attending | Area Representing | Year(s) of Term(s) | |
|---|---|---|---|---|
| Wynter Robers | Snow Hill | Snow Hill | 21-25 | |
| Mary Ann Catherine Rutzler | Snow Hill | Snow Hill | 21-25 | |
| Teresa Guo | Pocomoke | Pocomoke | 22-24 | |
| Kyleigh Kruse | Pocomoke | Pocomoke | 22-24 | |
| Mia Acuna | Pocomoke | Pocomoke | 22-24 | |
| Brooke Berquist | Stephen Decatur | Bishopville | 22-24 | |
| Coilin Gallaher | Stephen Decatur | Berlin | 23-25 | |
| Tirazh Hill | Stephen Decatur | Berlin | 23-25 | |
| Gabriella Thompson-Servant | Stephen Decatur | Berlin | 22-24 | |
| Eliza Myers | Stephen Decatur | Berlin | 23-26 | |
| Sage Myers | Stephen Decatur | Berlin | 23-26 | |
| Laila Pascucci | Stephen Decatur | Berlin | 23-26 | |
| Ellie Zollinger | Stephen Decatur | Berlin | 23-26 | |
| Emily Skipper | Stephen Decatur | Berlin | 24-27 | |
| Madie Groves | Stephen Decatur | Berlin | 24-28 | **To Be Appt.** |
| Dani Shirk | Stephen Decatur | Bishopville | 24-28 | **To Be Appt.** |

## BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years.
Terms expire December 31st

Compensation: $100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting
Jennifer Keener -Deputy Director, DRP (410-632-1200, ext. 1123)

Current Members:

| Member's Name | Nominated By | Resides | Years of Term(s) |
|---|---|---|---|
| Thomas Babcock | D-4, Elder | Whaleyville | 15-18-21, 21-24 |
| Robert M. Purcell | D-6, Bunting | Bishopville | *11-12-15-18-21, 21-24 |
| Larry Fykes | D-1, Abbott | Pocomoke | *16-19-22-25 |
| Lisa Bowen | D-2, Purnell | Berlin | * 22, 22-25 |
| Don Furbay | D-3, Fiori | Ocean City | 23-26 |
| Jake Mitrecic | D-7, Mitrecic | Ocean City | 20-23-26 |
| Beth Gismondi | D-5, Bertino | Ocean Pines | 23-26 |

Prior Members: (Since 1972)

Robert B. Jackson
Ruth Spinak
Merrill Lockfaw
Winnie Williams
Randolph F. Wilkerson
Cashar J. Hickman
E. Paige Boston
Elbridge Murray
Gary McCabe
Harley Day
Charles Lynch
Dwight E. Campbell
T. Clay Groton
Albert Berger
Clifford Dypsky
Donald Jones
George Ward, Jr. (92-95)
Doris Glovier (91-95)
Marion Marshall (90-96)
Madison Bunting (90-96)
Howard "Buzz" Taylor (97-98)
Edward Bounds (90-99)
Marion Butler, Sr. (96-99)
Dwight Campbell (95-00)
Larry Widgeon (94-00)
Robert Ewell (95-01)
Lester Shockley (99-02)
Robert Mitchell (02-05)
Janice Foley (99-05)
Richard Outten (00-06)
Doug Parks (00-06)
Brian Roberts (06)
Dale Smack (01-06)
Lou Taylor (05-08)
Jerre F. Clauss (98-10)
Mike Diffendal (08-10)
James E. Clubb, Jr. (06-11)
Joe Fehrer, Jr. (06-12)
Beth Gismondi (96-14)
Bill Bruning (12-15)
Robert L. Cowger, Jr. (10-16)
Rodney C. Belmont (07-17)
Larry Duffy (*17-19)
Glen Irwin (14-20)
James Purnell (19-22)
David Dypsky(*11-23)
Joseph Green (*05-23)

* = Appointed to fill an unexpired term

Updated December 19, 2023
Printed: November 7, 2024

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: *The Salisbury Daily Times* and *OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 14, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on November 7, 2024 and November 14, 2024. Thank you.

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NOTICE OF INTRODUCTION OF BILL 24-09
WORCESTER COUNTY COMMISSIONERS

Take Notice that Emergency Bill 24-09 (Zoning – cannabis dispensaries) was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on October 15, 2024.

A fair summary of the bill is as follows:

§ ZS 1-103(b). (Adds a definition for cannabis dispensaries).

§ ZS 1-209(c)(16). (Adds a special exception use for cannabis dispensaries in the C-1 District.)

§ ZS 1-210(c)(16). (Adds a special exception use for cannabis dispensaries in the C-2 District.)

§ ZS 1-211(c)(11). (Adds a special exception use for cannabis dispensaries in the C-3 District.)

§ZS 1-320(a). (Adds an off-street parking requirement for cannabis dispensaries.)

§ZS 1-320(e)(1). (Adds a stacking space requirement for cannabis dispensaries with drive-through.)

A **Public Hearing**
will be held on Emergency Bill 24-09 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, November 19, 2024 at 10:30 a.m.**

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 once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 24-09

BY: Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell
INTRODUCED: October 15, 2024

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Cannabis dispensaries

For the purpose of amending the Zoning and Subdivision Control Article to specify cannabis dispensaries as a special exception use in certain zoning districts and modifying the off-street parking and stacking space requirements for cannabis dispensaries.

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 a definition of the term "cannabis dispensary" to read as follows:

> CANNABIS DISPENSARY – A licensed entity as defined under Title 36 of the Annotated Code of the State of Maryland to provide cannabis or cannabis products through a storefront or delivery service.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-209(c)(17) and a new subsection § ZS 1-209(c)(16) be enacted to read as follows:

> (16) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet. Furthermore, the gross floor area, including storage, shall not exceed five thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(17) and a new subsection § ZS 1-210(c)(16) be enacted to read as follows:

> (16) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet. Furthermore, the gross floor area, including storage, for any single business establishment shall not exceed sixty thousand square feet and the total gross floor area of all business establishments on the

parcel shall not exceed one hundred thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-211(c)(12) and a new subsection § ZS 1-211(c)(11) be enacted to read as follows:

(11) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensaries" to the "Retail and service establishments" Use Category to read as follows:

| **Use Category** | **Minimum Motor Vehicle Spaces Required** | **Maximum Motor Vehicle Spaces Required** | **Bicycle Spaces Required** |
|---|---|---|---|
| **Retail and service establishments:** | | | |
| Cannabis dispensaries | 1 per each 100 square feet of gross floor area | 1 per each 50 square feet of gross floor area | 1 rack |

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the stacking space requirements for drive-through uses contained in Subsection § ZS 1-320(e)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensary with drive-through" as follows:

| **Type of Use** | **Minimum Stacking Spaces** | **Measured From:** |
|---|---|---|
| Cannabis dispensary with drive-through | 8 | Order box |

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

**ITEM 20**

Introduced by Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell
10/15/24

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

*ZONING DIVISION*
*BUILDING DIVISION*
*DATA RESEARCH DIVISION*

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

*ADMINISTRATIVE DIVISION*
*CUSTOMER SERVICE DIVISION*
*TECHNICAL SERVICES DIVISION*

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: October 4, 2024
Re: Planning Commission Recommendation – Cannabis dispensary regulations

On October 3, 2024, the Planning Commission reviewed the proposed text amendment establish dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts. It also establishes specific parking requirements for the use and stacking space requirements for any facility that proposes a drive-through. Following the discussion, the board gave a favorable recommendation to the bill as amended. A copy of the draft emergency bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces 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.

PLANNING COMMISSION DISCUSSION

Mrs. Keener explained that the amendment stemmed from the direction of the County Commissioners to evaluate cannabis dispensary uses and associated parking requirements. The draft bill that was submitted proposes to add cannabis dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts, consistent with the lot requirements for retail and service uses in those districts. The minimum and maximum parking calculations were developed as a starting point for discussion. The stacking spaces for a drive-through facility was proposed to be consistent with a stacking lane requirement for a restaurant use.

The Planning Commission discussed the impact that the existing facilities have had on the area and evaluated the parking considerations based upon the square footage of those facilities. A motion was made by Ms. Drew and seconded by Mrs. Wimbrow to amend the minimum parking requirement to 1 space per 150 square feet of gross floor area, and the maximum parking requirement to 1 space per 100 square feet of gross floor area. The motion failed, with Mr. Church, Ms. Knight and Ms. Smith in opposition. Mr. Barbierri abstained. A second motion was made by Mr. Church and seconded by Ms. Knight to amend the minimum parking requirement to 1 space per 100 square feet of gross floor area,

and the maximum parking requirement to 1 space per 50 square feet of gross floor area. The motion carried unanimously.

Following the discussion, a motion was made by Mrs. Wimbrow to provide a favorable recommendation on the text amendment as amended. Ms. Knight seconded the motion, and the motion carried unanimously.

cc: Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 24-

BY:
INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Cannabis dispensaries

For the purpose of amending the Zoning and Subdivision Control Article to specify cannabis dispensaries as a special exception use in certain zoning districts and modifying the off-street parking and stacking space requirements for cannabis dispensaries.

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 a definition of the term "cannabis dispensary" to read as follows:

> CANNABIS DISPENSARY – A licensed entity as defined under Title 36 of the Annotated Code of the State of Maryland to provide cannabis or cannabis products through a storefront or delivery service.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-209(c)(17) and a new subsection § ZS 1-209(c)(16) be enacted to read as follows:

> (16) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet. Furthermore, the gross floor area, including storage, shall not exceed five thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(17) and a new subsection § ZS 1-210(c)(16) be enacted to read as follows:

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parcel shall not exceed one hundred thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-211(c)(12) and a new subsection § ZS 1-211(c)(11) be enacted to read as follows:

(11) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensaries" to the "Retail and service establishments" Use Category to read as follows:

| **Use Category** | **Minimum Motor Vehicle Spaces Required** | **Maximum Motor Vehicle Spaces Required** | **Bicycle Spaces Required** |
|---|---|---|---|
| **Retail and service establishments:** | | | |
| Cannabis dispensaries | 1 per each 100 square feet of gross floor area | 1 per each 50 square feet of gross floor area | 1 rack |

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the stacking space requirements for drive-through uses contained in Subsection § ZS 1-320(e)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensary with drive-through" as follows:

| **Type of Use** | **Minimum Stacking Spaces** | **Measured From:** |
|---|---|---|
| Cannabis dispensary with drive-through | 8 | Order box |

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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*ZONING DIVISION*
*BUILDING DIVISION*
*DATA RESEARCH DIVISION*

*ADMINISTRATIVE DIVISION*
*CUSTOMER SERVICE DIVISION*
*TECHNICAL SERVICES DIVISION*

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: September 26, 2024
Re: Text Amendment– Cannabis Dispensary regulations

**********

At the direction of the Worcester County Commissioners, I have prepared the attached text amendment to the Zoning and Subdivision Control Article to address cannabis dispensaries. Since the establishment of medical cannabis, Worcester County has treated the dispensaries as the equivalent to a retail pharmacy, a use allowed in the commercial zoning districts by right. Over the past year, the expansion of cannabis from medical only to adult-use has generated a significant amount of additional traffic impacts that were not originally contemplated when medical establishments were first licensed and permitted in 2017.

The bill proposes to establish dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts. It also establishes specific parking requirements for the use and stacking space requirements for any facility that proposes a drive-through. The bill does not propose to modify any of the separation distance requirements that are currently contained in § PH 1-110.

The Planning Commission shall review the bill and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces 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.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
File

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Cannabis dispensaries

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| **Use Category** | **Minimum Motor Vehicle Spaces Required** | **Maximum Motor Vehicle Spaces Required** | **Bicycle Spaces Required** |
|---|---|---|---|
| **Retail and service establishments:** | | | |
| Cannabis dispensaries | 1 per each 50 square feet of gross floor area | 1 per each 25 square feet of gross floor area | 1 rack |

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the stacking space requirements for drive-through uses contained in Subsection § ZS 1-320(e)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensary with drive-through" as follows:

| **Type of Use** | **Minimum Stacking Spaces** | **Measured From:** |
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| Cannabis dispensary with drive-through | 8 | Order box |

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: *The Salisbury Daily Times* and *OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 14, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on November 14, 2024. Thank you.

## Notice of Public Hearing
## Worcester County
## Adoption of Cable Franchise Agreements

The Worcester County Commissioners will conduct a public hearing to receive comments on the adoption of cable franchise agreements on:

**Tuesday, November 19, 2024 at 10:35 a.m.**
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The County Commissioners of Worcester County Maryland will consider for adoption agreements granting Talkie Communications, Inc. and Mediacom Delaware LLC, non-exclusive franchises to erect, install, maintain and operate cable service in, under, over along, across and upon the streets, sidewalks, alleys, bridges, roads, highways and other public places in Worcester County.

THE WORCESTER COUNTY COMMISSIONERS

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: November 8, 2024

RE: Cable Franchise Agreement

Attached for approval is a draft franchise agreement with Talkie Communications for cable television service in the County.

The County will receive 5% of Talkie's gross revenue generated from their television services. The infrastructure being used for the television services is the same that has been or is being installed for broadband services.

CINNAMON MUELLER

BRUCE E. BEARD
Admitted in Illinois & Missouri
bbeard@CinnamonMueller.com

1714 Deer Tracks Trail
Suite 230
St. Louis, MO 63131

Direct: 314-394-1535
Main: 314-462-9000
Fax: 314-394-1538

October 25, 2024

County Commissioners of Worcester County, Maryland
1 West Market St., Room 1103
Snow Hill, MD 21811

RE: Talkie Communications, Inc. Request for Approval of IPTV Cable Television Franchise

Greetings,

On behalf of Talkie Communications, Inc. ("Talkie"), we request approval of its IPTV Cable Franchise. Talkie is a well-known, existing Internet Service Provider providing Internet access and Voice over-Internet Protocol telephone service through its 100% fiber optic network in Worcester County and the surrounding area. Talkie wishes to add an IPTV based cable service to its offering and has negotiated programming agreements, local broadcaster retransmission consent agreements and other necessary agreements for its launch of its video service, which has occurred in in Queen Anne's County, Kent County, Queenstown and Chestertown.

Talkie has worked with your County attorney in negotiating the attached IPTV Cable Franchise. Adding IPTV Cable television service will provide the residents of the County with a state of the art video delivery alternative and more competition in the video market. Talkie will also pay a 5% franchise fee of the Gross Revenues derived from the operation of its IPTV Cable System to provide IPTV Cable Service in the County, as stated in the franchise. Talkie possesses the necessary legal, financial, and technical qualifications to operate the IPTV Cable System and thus submits this request for approval of its Franchise.

**Talkie's Legal Qualifications**

Talkie is a Maryland corporation in good standing formed on January 26, 2015, as Sonic Systems, Inc. and the name was changed to Talkie Communications, Inc. on February 15, 2018. Brothers Andre DeMattia and Andre DeMattia own Talkie. Talkie has registered to provide cable service in Worcester County with the Federal Communications Commission and was issued Community Unit ID number MD0486. Talkie has completed negotiations for its IPTV Cable Franchise for Queen Anne's County, Kent County, Queenstown and has also received authority in Chestertown. Talkie is also negotiating and finalizing franchises for Cecil County, Wicomico County, Centerville, and various other towns.

CINNAMON MUELLER

BRUCE E. BEARD
Admitted in Illinois & Missouri
bbeard@CinnamonMueller.com

1714 Deer Tracks Trail
Suite 230
St. Louis, MO 63131

Direct: 314-394-1535
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**Talkie's Technical/Managerial Qualifications**

Talkie has the requisite technical and management skills to operate the IPTV Cable system. Talkie is an established 100% fiber-based Internet Service provider in Worcester County and throughout the surrounding area. Over the past few years, Talkie has been awarded over $100 million funds to deploy its fiberoptic network and provide high-speed broadband services to various locations in Maryland and Delaware based on its ability to build, operate and manage its fiber optic network. Talkie has been successfully running its fiber optic network for over 6 years, with a well-seasoned staff led by brothers Andre and Andrew DeMattia.

Talkie is headquartered in Kent County and has an existing robust 100% fiber optic network already constructed. Talkie is merely requesting a franchise to provide IPTV Cable service to give the residents of Worcester County a competitive video offering.

Talkie is a member of the National Content and Technology Cooperative ("NCTC"). The NCTC is a non-profit cooperative whose mission is "Helping members competitively acquire the video programming and vital technologies needed to offer world-class services that define their communities infrastructure with vision, value and purpose." The NCTC has over 700-plus independent communications service provider members that connect one-third of the households and businesses throughout the United States. Most of Talkie's programming is obtained through the NCTC. Talkie also uses established communications counsel including Cinnamon Mueller in constructing its channel line-up, assuring content rights are secured and negotiating with local broadcasters and Philip Macres of the Klein Law Group.

Through the NCTC and by direct negotiations where needed, including with local broadcasters, Talkie has launched its service with a robust channel line-up of over 200 channels. Talkie's video service is IPTV based, all HD and provided over its existing fiber-optic network. The initial rates and channel line-ups are included on Talkie's website and are subject to change based on programming or retransmission rate increases rate and other cost increases. Talkie's website is at https://talkiefiber.com/StreamingTV.aspx .

**Talkie's Financial Qualifications**

Talkie has the financial qualifications to offer the IPTV Cable service. The service is being offered over Talkie's existing fiber-optic network. The sufficiency of Talkie's financial qualifications is also demonstrated by the numerous grants Talkie has received for building its fiber optic network in Maryland and elsewhere.

As noted, Talkie has launched its video service in the surrounding area and would like to begin offering its IPTV Cable Television service in Worcester County quickly. Thus, we request that you approve the fully negotiated franchise at your earliest convenience. If you have any questions or need anything further let us know.

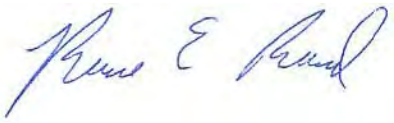
CINNAMON MUELLER

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Thanks



Bruce E. Beard
Attorney for Talkie Communications, Inc.

CC: Roscoe Leslie, Esq.
Andre DeMattia
Andrew DeMattia
Phil Macres, Esq.

# IPTV CABLE FRANCHISE AGREEMENT

BETWEEN

COUNTY COMMISSIONERS OF

WORCESTER COUNTY

AND

TALKIE COMMUNICATIONS, INC.

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# IPTV CABLE FRANCHISE AGREEMENT

This IPTV Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 19th day of November, 2024 (hereinafter referred to as the “Effective Date”) by and between the County Commissioners of Worcester County, Maryland (hereinafter referred to as the "County") and Talkie Communications, Inc. (hereinafter referred to as "Talkie").

**WHEREAS**, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the “Cable Act”), the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain an IPTV Cable System utilizing public rights-of-way and properties within the County’s jurisdiction; and

**WHEREAS,** Talkie wishes to obtain a Franchise to maintain, construct, operate, and maintain its IPTV Cable System over, under and along the aforesaid Public Rights-of-Way for use by the County’s residents consistent with federal, state and local law; and

**WHEREAS,** the aforesaid rights-of-way used by Talkie are public properties acquired and maintained by the County held in trust on behalf of citizens of the County and the right to use said rights-of-way is a valuable property right; and

**WHEREAS,** the County desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, encourage future technical improvements to maintain a technologically-advanced IPTV Cable System, establish certain reporting requirements, obtain certain complimentary services, preserve the right to obtain the use of educational and governmental channels, receive franchise fees for Talkie’s use of the County’s rights-of-way as provided by federal law, and provide for the current and future cable-related needs of its residents; and

**WHEREAS**, the County held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the County’s future cable-related community needs; and

**WHEREAS,** the County has determined that Talkie has the financial, legal and technical ability to provide IPTV Cable Service to Subscribers located in the County; and

**WHEREAS,** the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Talkie’s franchise according to the terms and conditions contained herein;

**NOW THEREFORE,** in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Talkie agree as follows:

## SECTION 1
## GRANT OF FRANCHISE

### 1.1 GRANT OF AUTHORITY

Consistent with the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Talkie, authorizing and permitting Talkie to construct, operate, and maintain an IPTV Cable System in the County's public rights-of-way.

Subject to the terms and conditions contained herein, the County hereby grants to Talkie the right to construct, extend, install, operate, maintain, upgrade and rebuild a IPTV Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the IPTV Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the County, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide IPTV Cable Services as permitted by applicable law.

Except for the locations where aerial cable presently exists as of the effective date of this Agreement, no aerial cable shall be placed over any navigable Waterway located in the Service Area or directly adjacent to it without written consent of the County. Further, the County agrees that no other cable provider or utility provider shall be allowed to place their facilities over any navigable Waterway located in the Service Area or directly adjacent to it without written consent of the County.

### 1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date and expiring on November 19, 2034.

### 1.3 NON-EXCLUSIVITY

(a) Talkie acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System or IPTV Cable System within the County.

(b) The franchise granted to Talkie is non-exclusive; however, if the County has or grants a subsequent Franchise, whether a Cable System franchise or IPTV Cable System franchise, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Talkie, then Talkie may request an amendment to this Agreement to provide Talkie with competitive equity. If the County agrees with Talkie that, when taken as a whole upon consideration of all its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Talkie shall enter into discussions in order to modify this

Agreement to the mutual satisfaction of both parties to provide Talkie with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or IPTV Cable Service is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Talkie in writing of the submission of the application.

### 1.4 POLICE POWERS

Talkie's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

### 1.5 NO WAIVER OF RIGHTS

No course of dealing between the County and Talkie, nor any delay on the part of the County in exercising any rights hereunder, shall operate as a waiver of any such rights of the County of acquiescence in the actions of Talkie in contravention of such rights, except to the extent expressly waived by the County.

## SECTION 2
## COMPENSATION TO THE COUNTY

### 2.1 FRANCHISE FEES

Talkie shall pay to the County as amount equal to five percent (5%) of the Gross Revenues derived from the operation of its IPTV Cable System to provide IPTV Cable Service in the County. The term "Gross Revenues" is defined in Section 14 "Definitions." Talkie shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The County may amend the franchise fee upon sixty (60) days written notice to Talkie provided that the franchise fee may not exceed the maximum percentage permitted by law. Any change in Talkie's franchise fee obligation contained herein shall commence within sixty (60) days from such written notice.

### 2.2 QUARTERLY PAYMENTS

Franchise fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Talkie shall deposit the franchise fee payments electronically into an account as designated by the County. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest shall be added at the annual rate of six percent (6%) of the amount of franchise fee revenue due to the County. The interest rate shall be applied as

described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount is paid in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement.

### 2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Talkie's Gross Revenues received for IPTV Cable Services for each calendar quarter in connection with the operation of Talkie's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Talkie. Furthermore, upon written request each time and no more than twice per year, Talkie shall provide the then current subscriber counts to the County.

### 2.4 AUDITS

No more than once every three (3) years during the term of this Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct an independent audit or franchise fee review of Talkie's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Upon request, Talkie shall make available to the County copies of financial records related to the franchise fee audit or review. Such records shall be kept or made available to the County at the notice location for Talkie specified in Section 13.3. If the audit or franchise fee review shows that franchise fees have been underpaid, then Talkie shall pay the underpaid amount and monetary fines of five percent (5%) of the underpayment. If franchise fees have been underpaid by ten percent (10%) or more, then Talkie shall also pay the total cost of the audit or franchise fee review.

### 2.5 BUNDLED SERVICES

If IPTV Cable Services subject to the franchise fee required under this Section are provided to Subscribers with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, the franchise fee shall be applied to the retail price of the IPTV Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

## SECTION 3
## SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

### 3.1 TECHNICAL STANDARDS

Talkie shall operate, maintain, construct and extend the IPTV Cable System so as to offer high quality signals and reliable delivery of one-way and two-way IPTV Cable Services for all programming services throughout all parts of the County where the density requirements of Section 3.2 are met off of Talkies existing distribution facilities (existing distribution facilities as

of the date of this Agreement are shown on the maps provided to the County, as per Section 3.7). The video signals provided by the Cable System shall be delivered in high quality resolution in accordance with FCC standards. Talkie shall take necessary steps to assure the audio level is relatively equal between channels and/or between programming and advertising originated by Talkie. Audio levels shall also comply with FCC standards. The IPTV Cable System shall meet any and all generally applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the State of Maryland and the County.

Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate upon the failure of commercial utility power. Any additional powering utilized on the system shall have power supplies that are stand-by ready and capable of providing power to the System for not less than three (3) hours per occurrence in the event of an electrical outage. Talkie shall employ status monitoring of all powering devices on the system and maintain sufficient portable motorized generators to be deployed in the event that the duration of a power disruption is expected to exceed three (3) hours.

**3.2 AREA TO BE SERVED**

(a) IPTV Cable Services shall be made available to every dwelling occupied by a person requesting IPTV Cable Service provided that Talkie is able to obtain from the property owners any necessary easements and/or permits consistent with Section 621(a)(2) of the Cable Act and the other density requirements in this Section 3.2 are met. Talkie shall extend the Cable System into all areas within the County that are contiguous to Talkie's existing distribution facilities where there is a minimum of 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Talkie's trunk or distribution cable which is to be extended. Talkie shall complete said extensions within three (3) months of written notification to Talkie by the County that an area has met the minimum density standard set forth herein (weather permitting). Talkie's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities. Notwithstanding the foregoing, Talkie shall have the right, but not the obligation, to extend the IPTV Cable System into any portion of the Service Area where another operator is providing Cable Service or IPTV Cable Service, into any annexed area which is not contiguous to the present Service Area of Talkie, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

(b) Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five feet (125 ft.) aerial distance or that requires an underground installation, Talkie shall extend IPTV Cable Service at a rate not to exceed Talkie's actual cost of installation from its main distribution system.

(c) In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Talkie likewise shall construct, operate, and maintain its IPTV Cable System underground. Nothing contained in this subsection shall require Talkie to construct, operate, and maintain underground any ground-mounted appurtenances.

### 3.3 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Talkie and the County hereto acknowledge and agree that installation and provision of IPTV Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Talkie, which negotiations shall be conducted in accordance with the procedures set forth in the Communications Act of 1934, as amended, applicable FCC regulations, and applicable Maryland law.

### 3.4 PERMITS

Talkie shall apply to the County for all generally-applicable required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit — exempting IPTV Cable Service drops for individual Subscribers, servicing or installation of a single pedestal, or other routine facility maintenance and replacements, issuance of which shall not be unreasonably withheld by the County. Talkie shall be required to pay any required permit fees.

### 3.5 REPAIRS AND RESTORATION

(a) Whenever Talkie or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within thirty (30) business days of the completion of the disturbance weather permitting. In addition in areas with underground installation, when Talkie lays temporary cable on the ground (whether for repair or new service), Talkie shall complete such installation and surface repair within the aforementioned time period — weather permitting. Upon failure of Talkie to comply within the time specified and the County having notified Talkie in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Talkie upon demand by the County along with any liquidated damages applied by the County in accordance with Section 9 "Franchise Violations, Damages and Revocation."

(b) Whenever Talkie or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Talkie shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the IPTV Cable System within ten (10) business days.

(c) Talkie's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Talkie's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the IPTV Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Talkie shall install and maintain its wires, fiber, cables, fixtures, and other equipment in such a manner as shall not

interfere with any installations of the County or any public utility serving the County.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Talkie personnel, including all agents and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1),

(e) Whenever Talkie or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System "Miss Utility" prior to any such disturbance. Talkie also shall adhere to any additional requirements which the State and/or County may establish in the future. Talkie shall also adhere to all requirements of applicable Maryland law.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe, non-hazardous and suitable condition and in good order and repair in accordance with customary industry standards and practices.

**3.6 SYSTEM MONITORING**

Upon completion of any construction, Talkie shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Talkie to monitor the signal quality of all channels delivered on the IPTV Cable System, including any Educational and/or Governmental Channels.

**3.7 SERVICE AREA MAPS**

Upon request, Talkie shall provide to the County for its exclusive use and shall maintain at its local offices a complete set of Talkie service area maps of the County, on which will be shown those areas in which its facilities exist and the location of all streets. The maps shall be provided to the County if requested and available in an electronic GIS, KMZ or CAD or in such format that is otherwise mutually agreed upon by the parties. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Talkie shall provide the County with updated maps within thirty (30) days after any request by the County. Such maps are expressly understood by the County to be Talkie's proprietary and confidential information. The County shall not make such maps available to any third parties to the extent allowed by the Maryland Public Information Act or other applicable law.

**3.8 BUILDING MOVES**

In accordance with applicable laws, Talkie shall, upon the request and at the expense of any person holding a building moving permit issued by the County, temporarily raise or lower its wires to permit the moving of the building. Talkie shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the County, Talkie shall raise or lower its wires at no cost to the County.

### 3.9 DISCONNECTION AND RELOCATION

Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days Talkie shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, site distance visibility, or the construction of any public improvement or structure which are not used to compete with the Talkie's services. Talkie shall in all cases have the right of abandonment of its property. In requiring Talkie to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Talkie the same as, and require no more of Talkie than, any similarly situated entity.

### 3.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgement of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Talkie notice and the ability to relocate wires, cable or other equipment. If funding is available for reimbursement or restoration from some outside party, then Talkie may apply for such restoration reimbursement.

(b) In cutting or moving any of the wires, cable or equipment of the IPTV Cable System in the event of fire or other disaster, the County shall treat Talkie the same as, and require no more of Talkie than, any other similarly situated entity.

### 3.11 TREE TRIMMING

Talkie, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Talkie. Any such tree trimming shall only be performed in accordance with applicable laws and regulations by licensed professionals. If Talkie or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Talkie shall notify adjacent property owners and the County within ten (10) days before performing such cutting and removal in accordance with the regulations of the County.

## SECTION 4
## IPTV CABLE SYSTEM AND STATE-OF-THE-ART

### 4.1 IPTV CABLE SYSTEM

The parties understand and agree that upon execution of this Agreement, Talkie has designed, constructed and maintains a IPTV Cable System in the County that utilizes fiber optic backbone to the home. This IPTV Cable System has been built for digital television with sufficient portion of said bandwidth to deliver reliable two-way IPTV Cable Services. The IPTV Cable System shall be capable of providing high definition television signals and Internet access

service.

**4.2 STATE-OF-THE-ART**

(a) Talkie and the County acknowledge that the technology of IPTV Cable System is an evolving field. Talkie's Cable System in the County shall be capable of offering IPTV Cable Services that are comparable to other IPTV Cable Systems owned and managed by Talkie or its Affiliated Entities in other franchised service areas ("Comparable Systems") pursuant to the terms of this section. The County may send a written notice to Talkie, not to exceed one (1) request per year, requesting information on IPTV Cable Services offered by such Comparable Systems.

(b) If the identified IPTV Cable Services are being offered by Talkie and/or its Affiliated Entities to at least forty percent (40%) of the total Subscribers in the Comparable Systems, then the County may request that Talkie make such Cable Services available in the County. Should the County determine that Talkie shall provide comparable IPTV Cable Services, then the County and Talkie shall enter into good faith discussions to negotiate a schedule for deployment of such IPTV Cable Services. The discussions shall take into consideration the benefits from the provision of such IPTV Cable Services, the cost of implementing them in the County, the technical and economic feasibility of implementing such improvements, and the impact, if any, on Subscriber rates. If implementation of the identified IPTV Cable Service would result in violation of any law or third party agreement, Talkie shall not be obligated to provide such IPTV Cable Service.

## SECTION 5
## CUSTOMER SERVICE STANDARDS

**5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY**

(a) Talkie will provide for convenient customer transactions through online and telephone bill payment solutions.

(b) Talkie shall provide and maintain a local or toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours, including scheduling service calls or arranging for pick up of equipment. If, in the sole discretion of Talkie, a customer inquiry requires the attention of a supervisor or above, Talkie shall use best efforts to contact the customer as promptly as possible though in no instance shall such time period exceed three (3) business days. If after this initial contact Talkie determines that more time is needed to resolve the issue, the customer will be informed of such need. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. The term "Normal Operating Conditions" is defined in Section 14

"Definitions."

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Talkie shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Talkie, that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Talkie in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

**5.2 INSTALLATIONS AND SERVICE CALLS**

(a) Talkie shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Talkie shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling shall display a photo identification badge. Any vehicle used for installation, operation, or maintenance activities by any Talkie employee or agent, including any subcontractor, shall prominently display the Talkie logo.

(b) Standard installation will be performed within seven (7) business days after an order has been placed. “Standard” installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Talkie shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Talkie. The term “Service Interruption” is defined in Section 14 “Definitions.” All other service calls not affecting public health, safety, or welfare shall occur within a maximum of forty-eight (48) hours after notice to Talkie or scheduled at the convenience of the customer.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Talkie shall provide the customer with either a specific time or an “appointment window” of a maximum of four (4) hours during Normal Business Hours as listed on the customer’s bill. Talkie may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the customer.

(e) Talkie may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

**5.3 NOTICES**

(a) Talkie shall provide written notice consistent with FCC requirements contained in 47 C.F.R. §1602(b) and applicable FCC order(s) to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services; pricing shall include seasonal rates, advance payment discounts, and credits such as "on time guarantee" credits;

(3) Channel positions of all programming (carried on the IPTV Cable System);

(4) Installation and service maintenance policies;

(5) Instructions on how to use the IPTV Cable Service and any converters;

(6) Talkie's address, telephone number and office hours;

(7) A notice of Subscriber privacy rights required by federal law; and

(8) Customer Service Standards (i.e. Picture and Sound Standards).

(b) In accordance with applicable law, Talkie shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Talkie. Talkie shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Maryland or the County on the transaction between Talkie and the Subscriber.

(c) Consistent with federal law, Talkie shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Talkie during the previous twelve (12) months. Such file may be maintained electronically.

**5.4 BILLING**

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances. Should products change, Subscribers will be notified of any change in service that impacts billings, titles, and/or amounts. Bills shall also include the Local Franchise Authority and shall be printed at least the same size as the billing details.

(b) Talkie shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Talkie.

**5.5 CUSTOMER COMPLAINT PROCEDURES**

Talkie shall establish clear written procedures for resolving all customer Complaints, which shall include at least the following:

(a) Talkie shall address, by telephone contact or by any other method Talkie deems appropriate, Complaints within (30) days of its receipt at the local business office. Should customer request a written response, Talkie shall provide such written response within 30 days of a receipt for the Complaint.

(b) If the County is contacted directly about a customer Complaint, it shall notify Talkie promptly in writing and/or electronically. When Talkie receives such notification, the time period for Talkie to respond, in writing, shall be as required by Section 5.5(a).

(c) Subscribers must notify Talkie of any billing dispute within thirty (30) days of the date of the disputed bill. Failure to notify Talkie within the thirty (30) days will constitute a waiver of subscribers right to a refund or credit. The subscriber must pay all undisputed charges and cooperate in determining the appropriateness of the charges in dispute. The disputed charges will remain on the account and if Talkie determines that a credit for the disputed charges is due, the credit (including any late fee assessed to the disputed amount) will appear on the next monthly bill. Talkie will not disconnect Service until an investigation of the dispute is completed and you are informed of the findings.

(d) Talkie shall maintain customer Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

**5.6 DISCONNECTION**

Talkie may disconnect or terminate a Subscriber's service for cause:

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay, except for that portion of the bill that customer has disputed pursuant to 5.5(c) above; and

(b) If Talkie has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which IPTV Cable Services are subject to disconnection; and

(c) If there is no pending dispute with Talkie regarding the bill; or

(d) If at any time and without notice, Talkie determines in good faith that Subscriber has tampered with or abused Talkie's equipment, service, subscriber agreement or other policies, or is engaged in theft of IPTV Cable Service,

(e) Talkie will follow applicable law, including FCC regulations, regarding requests and timing for cancellation of service.

## 5.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty-four (24) or more consecutive hours, excluding any scheduled interruption, power outage, inclement weather or Act of God or otherwise not within the control of Talkie, upon receipt of written or credible oral request, Talkie shall grant such Subscriber a pro rata credit of monthly recurring charges for services for the period of such failure.

## 5.8 PRIVACY

(a) Talkie shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Talkie shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a warrant, a court order or other requirement of federal or state law or as otherwise needed for the provision of service, neither Talkie nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitory any cable line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Talkie may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Except in instances where monitoring is authorized by appropriate process, Talkie shall report to the affected Subscribers any instances of monitoring or tapping of the IPTV Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Talkie. Talkie shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Talkie nor its designee nor its employees shall make available to any third party, including the County, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Talkie shall notify the Subscriber prior to disclosure in conformance with Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Talkie shall make available for inspection at a reasonable time and place all personal Subscriber information that Talkie maintains regarding said Subscriber. Talkie shall ensure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(f) Talkie shall not make its IPTV Cable Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except as may be permitted by Section 631 of the Cable Act or other applicable law.

## SECTION 6
## SERVICES TO THE COMMUNITY

### 6.1 SERVICES TO COMMUNITY FACILITIES

(a) Upon request, Talkie shall provide to the County complimentary services as described herein below to all present and future public facilities that are passed by its IPTV Cable System including, but not limited to, the following: the County Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, all public school buildings and public libraries ("Permitted Free Locations"). No charge shall be made for standard installation within one hundred twenty-five (125) feet of the cable plant or service, except that Talkie may charge for installation or service for more than one (1) drop in Permitted Free Locations and may charge for the incremental portion of Installations beyond one hundred twenty-five (125) feet of the cable plant. The IPTV Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Talkie. The IPTV Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The County shall take reasonable precautions to prevent any inappropriate use of Talkie's Cable System or any loss or damage to Talkie's Cable System. The County shall hold Talkie harmless from any and all liability or claims arising out of the County's negligent use of IPTV Cable Service required by this subsection. Talkie shall not be required to provide an outlet to such buildings where a non-standard installation is required, unless the County or building owner/occupant agrees to pay the incremental cost of any necessary IPTV Cable System extension and/or non-standard installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

(b) Within three (3) months of the Effective Date and upon request, Talkie shall provide or maintain one (1) IPTV cable Drop, outlet, converter box (and any other required end user equipment) and Basic cable level Services (or equivalent) package to each Permitted Free Location requesting service. It is understood that, in order to receive such IPTV Cable Services as described above, such facilities also need to receive Talkie’s minimum Internet Service. If Talkie intends to charge for the Cable or Internet Services required by this section, in accordance with applicable law, Talkie will provide the County one hundred twenty (120) days’ written notice of the commencement and the amount of such charges. The charges shall be consistent with applicable law, which as of the Effective Date is Talkie’s marginal cost for such services. At the request of the County, Talkie shall provide the County with information with reasonable detail sufficient to substantiate the marginal cost. Charges may include those for services and equipment, if any, at each location and shall not be greater than the rate for Talkie’s Basic residential internet service. The County shall then notify Talkie whether it wishes the amount due each month to be deducted from Franchise Fee payment or for the County to remit payment directly. The County may elect in writing not to receive the service, in which case no deduction will be taken from the Franchise Fee and such services shall be terminated.

For the purposes of this section, the term “school” means an educational institution that receives

funding pursuant to Title I of the Elementary and Secondary Education Act of 1 965, 20 U.S.C. § 6301 et seq. as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet specific criterion set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

**6.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNELS**

(a) Talkie shall provide to the County, within ninety (90) days of a written request as set forth herein, the use of one (1) dedicated educational and governmental ("EG") access channel in accordance with Section 611 of the Cable Act and this Section 62 for shared use by the participating municipalities of the County and/or its designee. Talkie shall provide the use of a second EG access channel as set forth in Section 6.2(b). Such EG channel(s) shall be used for community programming related to educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work responding to local needs, telecasting community programs, and bringing local education into the home. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channel(s) and may delegate such functions to an appropriate designee. If requested by any neighboring municipality served by Talkie from the same hub site as that providing service to the County, then the County agrees to cooperate with such municipality in the shared use of the EG channel(s), until such time as technology utilized by Talkie eliminates the need for the shared use. Talkie shall not exercise any editorial control over EG channel(s) programming. Whether operating on an analog or digital format, Talkie shall cablecast any activated EG channel(s) so that they may be received by all Talkie Subscribers in the County.

(b) Upon activation of the initial EG channel, the County may request one (1) additional (EG) channel to be made available for shared use by the County or its designee in accordance with Section 611 of the Cable Act and this Section 6.2. Talkie shall activate such additional (EG) channel and programming shall occur as set forth herein within ninety (90) days of Talkie's receipt of the aforementioned notice in writing from the County.

(c) In the event the County or its designee does not program any EG channel, Talkie shall be entitled to use such channel after providing notice to the County. If the County requests the utilization of the EG channel being programmed by Talkie, Talkie shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or government use.

(d) To enable distribution of the EG channel(s), Talkie shall provide the equipment necessary at its IPTV aggregation and origination center to receive the EG channel stream via a VPN or other secure connection from the appropriate URL specified by the County. The stream shall be provided to Talkie in a pre-transcoded HLS format. Talkie shall install the appropriate wiring and encoder if necessary, for an Internet-based or other type of capable technology enabling cablecast and distribution via the Cable System to Subscribers in the County. No charge shall be made for the installation of the wiring and encoder if necessary; however all recurring monthly costs for the Internet-based or other type of capable technology and/or the recurring costs of a third party program support provider shall be at the expense of the County.

(e) If the County wishes to cablecast live programming, and such live programming cannot be accommodated through an Internet-based or other type of capable technology, then the County shall select up to two (2) locations within the municipal boundaries of the County and Talkie shall provide and install, within one hundred eighty (180) days of a written notice from the County, the cables, wires, lines, and other signal distribution equipment for an alternative technology such that live programming can originate from the selected location(s) and be distributed via the IPTV Cable System to Subscribers in the County, provided the locations are passed by Talkie's distribution facilities. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line(s)"

(f) Any expenditures made in connection with construction and maintenance of Return Lines for live programming, not utilizing an Internet-based or other type of capable technology, shall be at the expense of the County, The County and Talkie further agree that any and all costs incurred by Talkie for supporting such EG channel(s), including any and all equipment, capital grants, and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC, except that it is mutually agreed that such costs may be itemized on Subscribers' bills

(g) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel(s). The County and Talkie agree to work cooperatively in implementing the EG channel(s) through such means and in such manner as shall be mutually satisfactory.

(h) For the purposes of EG Access, Talkie shall make a reasonable effort to allow connection by another cable operator(s) to the site location of any EG access programming studio or transmission source in a manner consistent with this Agreement. Such connection may be accomplished by return line or other reasonable method of connection, but shall be separate and independent from, and not technically reliant upon the IPTV Cable System.

## SECTION 7
## REGULATION BY THE COUNTY

### 7.1 RIGHT TO INSPECT

(a) The County shall have the option, not more than once annually, and upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Talkie specified in Section 13.3 all documents, records and other pertinent information maintained by Talkie which relate to the terms of this Agreement

(b) In addition, Talkie shall maintain for inspection by the public and the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

### 7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Talkie has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Talkie with twenty (20) days

written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is under review, so that Talkie may organize the necessary books and records for appropriate review by the County at Talkie's offices. Talkie shall not be required to disclose information in violation with Section 7.1.

### 7.3 RESERVED AUTHORITY

The County reserves the regulatory authority consistent with the Cable Act, any amendments thereto, and any other federal or state laws or regulations.

## SECTION 8
## REPORTING REQUIREMENTS

### 8.1 CUSTOMER COMPLAINT REPORT

Upon written request, Talkie shall submit to the County, no later than thirty (30) days after such written request, a report showing the number of Complaints, as defined in Section 14 of "Definitions" that required a work order and/or service call, originating from customers within the County received during the previous twelve month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

### 8.2 GOVERNMENT REPORTS

Upon written request, Talkie shall provide to the County, no later than thirty (30) days after such written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Talkie has submitted to any federal, state or local regulatory agencies if such documents relate to Talkie's IPTV Cable System within the County. Talkie shall provide copies of such documents no later than thirty (30) days after their request. Talkie shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been reasonably determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. If documents are withheld, Talkie must provide a log generally describing what has been withheld and why.

## SECTION 9
## FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

### 9.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Talkie violated any provision of this Agreement, it shall notify Talkie in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the County does not notify Talkie of any violation of this Agreement, it shall not operate as waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Talkie shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the County's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Talkie's control, the period of time in which Talkie must cure the violation may be extended by the County in writing for such additional time necessary to complete the cure, provided that Talkie shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 9.1(b), then Talkie shall be liable for liquidated damages and the County's costs in accordance with Section 9.2.

**9.2 LIQUIDATED DAMAGES**

Because Talkie's failure to comply with provisions of this Agreement will result in harm to the County and because it will be difficult to measure the extent of such harm, the County may assess liquidated damages against Talkie in the following amounts provided Talkie has had an opportunity to cure in accordance with Section 9.1 (b). Such damages shall not be a substitute for specific performance by Talkie or legal action by the County, but shall be in addition to such performance or action.

(a) For failure to comply with the technical requirements specified in Section 3.1 $100 per day for each day the violation continues;
(b) For failure to provide and maintain IPTV Cable Service as specified in Section 3.2: $100 per day for each day the violation continues;
(c) For failure to obtain and maintain permits as specified in Section 3.4: $100 per day for each day the violation continues;
(d) For failure to make repairs and restorations as specified in Section 3.5: $100 per day for each day the violation continues:
(e) For failure to raise or lower, disconnect, relocate, or remove equipment as specified in Sections 3.8, 3.9, and 3.10: $100 per day for each day the violation continues;
(f) For failure to perform tree trimming cutting, or removing as specified in Section 3.11: $100 per tree;
(g) For failure to comply with the IPTV Cable System specifications or the state of-the-art requirements specified in Sections 4.1 and 4.2: $100 per day for each day the violation continues
(h) For failure to comply with any customer service standard as specified in Section 5: $100 per day for each day the violation continues;
(i) For failure to provide complimentary services to the community as specified in Section 6.1: $100 per day for each day the violation continues;
(j) For failure to provide educational and governmental (EG) channels as specified in Sections 6.2: $100 per day for each day the violation continues;
(k) For failure to permit inspections or compliance reviews as specified in Section 7: $100 per day for each day the violation continues;
(l) For failure to submit reports in a timely fashion as specified in Section 8: $100 per day for each day the violation continues;

(m) For failure to provide a performance bond as specified in Section 9.3. $100 per day for each day the violation continues;
(n) For failure to comply with the indemnification requirements as specified in Section 11.1: $100 per day for each day the violation continues;
(o) For failure to carry all the insurance required in Section 11.2: $100 per day for each day the violation continues;
(p) For failure to comply with transfer or renewal provisions as specified in Section 12: $100 per day for each day the violation continues;
(q) For failure to comply with the removal of system requirements as specified in Section 13.2: $100 per day for each day the violation continues.

The amount of all liquidated damages per annum shall not exceed twelve thousand dollars ($12,000) in the aggregate. With respect to the damages assessed pursuant to Section 9.2, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 9.1 (b).

**9.3 SURETY BOND**

(a) Talkie shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a surety bond with a surety company licensed to do business in the State of Maryland to ensure Talkie's faithful performance of its obligations. The surety bond shall provide that the County may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the County for Talkie's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1. An original copy of the bond shall be delivered to the County within thirty (30) days of the Effective Date.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars ($25,000) for the duration of the Agreement. Talkie shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County.

**9.4 REVOCATION**

(a) Notice of Violation. In the event that the County believes that Talkie has not complied with any material term of the Franchise, the County shall informally discuss the matter with Talkie. If these discussions do not lead to resolution of the problem, the County shall notify Talkie in writing of the exact nature of such alleged noncompliance.

(b) Talkie's Right to Cure or Respond. Talkie shall have thirty (30) days from receipt of the notice described in subsection 9.4(a) to: (A) respond to the County, contesting the assertion of such noncompliance, or (B) cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.

(c) Public Hearing. In the event that Talkie fails to respond to the notice described in subsection 9.4(a) pursuant to the procedures set forth in subsection 9.4(b) or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to subsection 9.4(c) above, if it intends to continue its investigation into the default, then the County shall schedule a public hearing. The County shall provide Talkie at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Talkie the opportunity to be heard.

(d) Enforcement. Subject to applicable federal and state law, in the event the County, after the hearing set forth in subsection 9.4(c), determines that Talkie is in material default of any provision of the Franchise, the County may:

i. Commence an action at law for monetary damages or seek other equitable relief; or

ii. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 9.4(e).

(e) Revocation. Should the County seek to revoke the Franchise after following the procedures set forth in subsections 9.4(a) through 9.4(d) above, the County shall give written notice to Talkie of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. Talkie shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from Talkie, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon Talkie, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Talkie shall be provided a fair opportunity for full participation including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the County, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the County shall determine whether or not the Franchise shall be revoked. If the County determines that the Franchise shall be revoked, the County shall promptly provide Talkie with its decision in writing. Talkie may appeal such determination of the County to an appropriate court which shall have the power to review the decision of the County *de novo*. Talkie shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Talkie's receipt of the determination of the County.

The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise.

Furthermore, the parties hereby agree that it is not the County's intention to subject Talkie to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the

Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to Talkie which outweigh the benefit to be derived by the County and/or Subscribers.

## SECTION 10
## PROGRAMMING

### 10.1 CHANNEL CAPACITY

Talkie shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

### 10.2 BROADCAST CHANNEL

To the extent required by federal law, Talkie shall provide all Subscribers with the most basic tier of service including, but not limited to: 1) all broadcast television signals carried consistent with the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental access channel(s). All such signals shall be delivered to Subscribers in high quality resolution**.**

### 10.3 SIGNAL SCRAMBLING

Talkie shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

### 10.4 CONTINUITY OF SERVICE

(a) Subscribers shall continue to receive service from Talkie provided their financial and other obligations to Talkie are honored. Talkie reserves the right to change, re-arrange, add, delete or discontinue packages or services (including the networks' programs or other item) and their features, functionality and other aspects of the services, The availability of one or more programs, networks, channels, sporting events, or other content or resource may be permanently or temporarily interrupted. In addition, certain programming, including sports events, may be "blacked out" in the Service Area as required by law or for other reasons. These actions may occur without notice, except as mandated by law. For the purpose of construction, routine repairing or testing of the IPTV Cable System, Talkie shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Talkie shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

(b) Routine tests of the Emergency Alert System (EAS) shall be performed in accordance with FCC requirements.

### 10.5 PARENTAL CONTROL CAPABILITY

Talkie shall provide Subscribers with the capability to control the reception of any video

and/or audio channel on the IPTV Cable System providing sexually explicit adult programming.

## SECTION 11
## LIABILITY AND INDEMNIFICATION

### 11.1 INDEMNIFICATION

Talkie shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Talkie, its officers, agents, contractors, subcontractors or employees, arising out of but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the IPTV Cable System or any other equipment or facilities. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys fees, expert fees, court costs and all other costs of such indemnification.

### 11.2 INSURANCE

(a) Talkie shall maintain insurance throughout the term of this Agreement with the County as an additional insured, with an insurance company which is authorized to conduct business in Maryland and which has an A.M Best rating (or equivalent) no less than "A-minus VII", indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the IPTV Cable System by Talkie or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000) per person.

(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars ($1,000,000) per person.

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the County will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the County.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Talkie to the County within thirty (30) days of the Effective Date and upon request and

within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

## SECTION 12
## FRANCHISE TRANSFER AND RENEWAL

### 12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Talkie nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the IPTV Cable System or in this Agreement without the prior written consent of the County, which shall not be unreasonably withheld, however, Talkie may transfer or assign its right, title or interest without consent to a wholly owned subsidiary or affiliate provided that it shall promptly notify the County,

(b) Neither Talkie nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the IPTV Cable System or of this Agreement without the prior written consent of the County, which shall not be unreasonably withheld, however, Talkie may transfer or assign its control without consent to a wholly owned subsidiary or affiliate provided that it shall promptly notify the County.

(c) Talkie shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Talkie of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment,

(d) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

(e) Notwithstanding any provisions set forth in this Section 12.1, in no event will any such action(s) have any impact on the new cable operator party's obligations as otherwise set forth in this Agreement as such obligations will remain as if no such action(s) occurred.

### 12.2 RENEWAL

The County and Talkie agree that any proceedings or activities that relate to the renewal of Talkie's franchise shall be governed by applicable federal and state law.

## SECTION 13
## MISCELLANEOUS

### 13.1 FORCE MAJEURE

If for any reason of force majeure, Talkie is unable in whole or in part to carry out its obligations hereunder, Talkie shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions, unavailability of materials or equipment, and partial or entire failure of utilities. Any Service interruption due to force majeure shall not relieve Talkie of its responsibility to issue Service interruption credits as set forth in Section 5.7.

**13.2 REMOVAL OF SYSTEM**

(a) Upon lawful denial of renewal or revocation of this Agreement or of any renewal hereof by passage of time or otherwise, Talkie shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within three (3) months of such lawful denial of renewal or revocation, the County or property owner may deem any property not removed as having been abandoned and the County may remove it at Talkie's cost.

(b) During the term of the Agreement, if Talkie decides to abandon or no longer use all or part of its IPTV Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Talkie to remove the property, remove the property itself and charge Talkie with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Talkie.

(c) Notwithstanding the above, Talkie shall not be required to remove its IPTV Cable System, or to relocate the IPTV Cable System, or to sell the IPTV Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Talkie from providing IPTV Cable Services, if the IPTV Cable System is actively being used to facilitate any other communications services, including without limitation broadband Internet access services, not governed by the Cable Act

**13.3 NOTICES**

Every notice or payment to be served upon or made to the County shall be sent to:

County Commissioners of Worcester County, Maryland
1 West Market St., Room 1103
Snow Hill, MD 21811

The County may specify any change of address in writing to Talkie. Every notice to be served upon Talkie shall be sent to:

Talkie Communications, Inc.
Attn: Andre DeMattia
99 Talbot Blvd.
Chestertown, MD 21620

With copies to:

Cinnamon Mueller
Attn: Bruce Beard
1714 Deer Tracks Trail-Suite 230
St. Louis, MO 63131

Talkie may specify any changes of address in writing to the County.

Each delivery to Talkie or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**13.4 EQUAL EMPLOYMENT OPPORTUNITY**

Talkie is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

**13.5 CAPTIONS**

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

**13.6 GOVERNING LAW**

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, County of Worcester, or in the United States District Court for the District of Maryland.

**13.7 ENTIRE AGREEMENT**

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Talkie. This Franchise Agreement supersedes all prior agreements or ordinances or parts of agreements or ordinances that are in conflict with the provisions herein.

**13.8 SEVERABILITY**

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or

regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

**13.9 CHANGE OF LAW**

In the event there is a change in a federal or state statute or regulation applicable to the IPTV Cable System or to this Agreement, the County or Talkie may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and Talkie may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Talkie.

**13.10 APPLICABILITY OF AGREEMENT**

All of the provisions in this Agreement shall bind Talkie, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____, dated _____, 2024 of the County.

## SECTION 14
## DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation; partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Talkie.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channels.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Talkie's business or the operation of its IPTV Cable System

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the IPTV Cable System

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received directly or indirectly by Talkie or its Affiliated Entities attributable to, or in any way derived from the operation of Talkie's IPTV Cable System in the County to provide IPTV Cable Services, Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any service tier other than Basic Service;
(3) fees charged for premium services;
(4) fees charged to Subscribers for any optional, per-channel or per-program services;
(5) revenue from the provision of any other IPTV Cable Services;
(6) charges for installation, additional outlets relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
(7) fees for downgrading any level of IPTV Cable Service programming;
(8) fees for service calls;
(9) fees for leased access channels;
(10) charges based on the sale or lease of any portion of the gable System for IPTV Cable Service;
(11) rental or sales of any and all subscriber equipment, including converters and remote-control devices;
(12) studio rental, production equipment and personnel fees;
(13) any and all locally-derived advertising revenues,
(14) revenues or commissions from locally-derived home shopping channels;
(15) revenue from interactive television services;
(16) fees for any and all music services;
(17) fees for video-on-demand;
(18) sales of hard-copy program guides;
(19) late payment fees; and
(20) NSF check charges

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Talkie and imposed directly upon any Subscriber or user by the County, state, federal or other governmental unit.

(h) Headend - The control center of a cable television system, where incoming signals are amplified, converted, processed and combined into a common cable along with any original cablecasting, for transmission to subscribers. The system usually includes antennas, preamplifiers, frequency converters, demodulators, modulators, processors and other related

equipment. Or the central location on the cable network that is responsible for injecting broadcast video and other signals in the downstream direction.

(j) IPTV Cable System – Talkie's Cable System consisting of a Fiber-to-the-Home ("FTTH") network designed and designated to provide video programming aggregated by Talkie over Internet Protocol to the Subscriber's residence or business.

(i) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers, In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(j) Normal Operating Conditions - Business conditions within Talkie's service department which are within the control of Talkie. Those conditions that are not within the control of Talkie include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(k) Outlet - An interior receptacle that connects a television set to the IPTV Cable System.

(l) Programming - Any video or audio signal carried over the IPTV Cable System.

(m) Service Area - Means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

(n) Service Interruption - The loss, or degradation of signal as compared to an objective, reasonable standard applicable to cable operator industry norms, of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Talkie for, and lawfully receives, the video signals and IPTV Cable Services distributed by the IPTV Cable System.

(p) Waterway - Shall mean any canal, lagoon, creek, river, cove, bay or other body of water which is navigable by any ship, boat, sailboat, rowboat, dingy, raft or other water craft.

**WITNESS** our hands and official seals to this IPTV Cable Franchise Agreement.

ATTEST
COUNTY OF WORCESTER

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST
TALKIE COMMUNICATIONS, INC.

By: _____

Name (Print): Andre DeMattia_____

Title: Co-Owner_____

Date: November __, 2024_____

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: November 7, 2024

RE: Approval for Opioid Local Abatement Plan

As part of the national opioid settlement, the County is entitled to Targeted Abatement Grant funds that are being held by the State—approximately $838,000 as of October 2024.

To access these funds for opioid abatement, the County must submit a Local Abatement Plan. The Plan can be amended in the future if needed.

We have coordinated with our Health Officer to develop the attached Local Abatement Plan and are seeking Commissioner approval before forwarding to the State.

# OPIOID OPERATIONAL COMMAND CENTER
# ORF Targeted Abatement Grant Program
# Local Abatement Plan

**IMPORTANT NOTE:** Please review the instructions provided in the Call for Proposals document prior to completing this form.
The application package should be submitted via Smartsheet Form to the link below.
https://app.smartsheet.com/b/form/7abd36feaa304e9dad2e776c198e857f

**Jurisdiction/subdivision**:
**Point of Contact**:

First/Last Name: Weston S. Young

Mailing Address: Worcester County Government
1 West Market Street
Snow Hill, MD. 21863

Position: Chief Administrative Officer
Phone: 410-632-1194
Email: weston.young@co.worcester.maryland.us

**Total Allocated Funds** $838,336.91

**Primary State Finance and Procurement Article 7-331/Chapter 270 Legislative Provision Local Abatement Plan will fulfill (click here to review these legislative bills)**:

Please select the ORF provision which most accurately represent the primary focus/foci of the local abatement plan (you may identify more than one).

(i) Improving access to medications proven to prevent or reverse an overdose;
(ii) Supporting peer support specialists and screening, brief intervention, and referral to treatment services for hospitals, correctional facilities, and other high–risk populations;
(iii) Increasing access to medications that support recovery from substance use disorders;
(iv) Expanding the Heroin Coordinator Program, including for administrative expenses;
(v) Expanding access to crisis beds and residential treatment services for adults and minors;
(vi) Expanding and establishing safe stations, mobile crisis response systems, and crisis stabilization centers;
(vii) Supporting the behavioral health crisis hotline;
(viii) Organizing primary and secondary school education campaigns to prevent opioid use, including for administrative expenses;
(ix) Enforcing the laws regarding opioid prescriptions and sales, including for administrative expenses;
(x) Research regarding and training for substance use treatment and overdose prevention, including for administrative expenses; and
(xi) Supporting and expanding other evidence–based interventions for overdose prevention and substance use treatment

**I. PLAN SUMMARY** *The plan summary must provide a clear summary of the projects to be funded and the activities that will be conducted in service of the Local Abatement Plan, and clearly tie to the provisions of the legislation identified above.*

The Worcester County Opioid Community Response Plan is guided by quantitative data as well as input from cross sector leaders of the Overdose Prevention Team (OPT), the Worcester County Drug and Alcohol Council, community members, and people in recovery. In the Worcester County Opioid Community Response Plan the OPT shared feedback on the use of Opioid Restitution Funds (ORF). A focus on co-occurring needs, support and education was identified as a continuing need. The OPT identified strengths in our cross collaborative programs, but noted areas for improvement, which included engaging and educating the community on topics related to substance use (e.g. prevention, treatment, recovery, resources) as well as aiming to reduce stigma through education of community members and agencies' leadership. An area of continued improvement identified is enhanced communication and coordination across and among different agencies in the county. Two subpopulations that will be targeted include youth and families as well as inmates at the Worcester County Jail. The Worcester County Health Department, Wicomico County Health Department, Worcester County Local Behavioral Health Authority, and community partners have been collaborating to serve these high risk populations.

**Increasing Access to Medications that Support Recovery from Substance Use Disorders**

Worcester County is committed to serving and supporting agencies that serve vulnerable populations. In January, 2023, the Worcester County Jail started providing Medications for Opioid Use Disorder (MOUD) to inmates with the help of the Worcester County Health Department (provider of suboxone and naltrexone) and Wicomico County Health Department (provider of methadone). This program has been sustained by numerous grants and braided funding, which has mostly focused on the bare minimum costs of supporting the MOUD providers time and associated costs to providing MOUD such as medicines and supplies. However, costs associated with the facilitation and management of Jail MOUD programming by Jail staff have been left aside. This application includes funding requests to support the Worcester County Jail MOUD program including a Jail MOUD Coordinator, Correctional Officer staff time, and some additional supply needs not covered in current grants. Providing funding for a dedicated Coordinator through the Jail will help to enhance management and communication of the project among the two involved County Health Departments, Wellpath (the Jail's medical provider), and Worcester County Jail staff/guards. The additional funding will help to alleviate the added burden of cost that the Jail and county incurred through the diligent implementation of Jail MOUD services, as required by SB846/HB116.

**Supporting and Expanding Other Evidence-Based Interventions for Overdose Prevention and Substance Use Treatment**

The *Healthy Worcester Families* program will address overdose prevention and support healthy skills to support treatment and recovery through provision of an evidence-based family education curriculum to parents/guardians. The curriculum is proven to reduce childhood maltreatment, increase family bonding, increase parental involvement, increase positive parenting skills, increase positive communication, decrease family conflict, decrease youth aggression and depression, and increase stress and anger management skills. The *Strengthening Families Program* curriculum was specifically designed to train parents and youth in family relationship skills and refusal skills that keep children safe from both addiction and adverse childhood experiences (ACEs). By providing these skills and reducing unhealthy

behaviors, the risk of overdose and substance misuse are reduced and the related issues of trauma and ACEs associated with substance use can be reduced and/or mitigated. The Strengthening Families Program is an evidence-based model that has been shown to decrease use and intention to use alcohol prevention and other drugs, through a multi-generational, trauma-informed, preventative approach. This application includes funding requests to support the *Healthy Worcester Families* program including staff salary and benefits, education supplies, and logistical needs for the program such as printing and travel expenses.

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**II. PLAN PROBLEM STATEMENT** *The problem statement section describes why the plan is needed and identifies the most significant issues, problems, trends, or opportunities that will be addressed by the Local Abatement Plan.*

Worcester County is a unique county in Maryland. It is large geographically and it is the only county that is bordered by the Atlantic Ocean, Virginia, and Delaware. Since Worcester County connects to Delaware and Virginia, drug trafficking does occur along this direct route. Worcester County is also unique in that it is a rural county with rural problems, but also has big city problems in the summer. The year round population is about 52,000, but during the summer months the population can increase to more than 340,000 due to seasonal workers, tourism, and people who vacation at summer homes. Another unique fact is Worcester County has the third highest population of elderly in Maryland with many people retiring to the County. Agriculture, tourism, and hospitality are some of the largest industries in Worcester County and sadly these industries tend to be disproportionately affected by substance use issues as well as mental health issues. These industries are seasonal and stressful since their work is reliant on things outside of their control (e.g. weather, tourism, etc.). Being a rural county, many often struggle with isolation and loneliness, which is associated with higher risk of substance misuse.

The populations and associated issues in Worcester County vary upon location. The north end of the county, including Ocean City, which is the tourism hub during the summer, has a greater incidence of drug use and opioid overdoses than other areas. Youth drug use also tends to be more prevalent on the north end of the county. A large percentage of the older and retired populations live in the north end of the County. In addition to year round increased drug use on the north end of the county, the drug use and related issues (e.g. first responders time, emergency department visits, etc.) increase during the summer months due to the increased tourism. The recovery community center and the largest substance use treatment provider are located in West Ocean City.

In addition, recent community health data (2022-2023 Youth Risk Behavior Survey) found that Worcester County High School youth are engaging in substance use. The survey found that 23.8% of High School students drink alcohol, 13.6% binge drink alcohol, 18.2% use marijuana, 19.4% use e-vapor products, and almost 1 in 10 have misused prescription pain medications. Prevention education programs are offered for youth as part of Youth Ambassador programs, health education, and middle and high school after school programs. A potential gap in this education is reaching parents/guardians with the knowledge, skills and abilities to help their youth with substance use prevention.

The *Healthy Worcester Families Program* is an innovative project that will address youth substance use prevention, a variety of social determinants of health, goal setting, drug refusal skills, and communication skills among Worcester County youth and families. The *Healthy Worcester Families Program* utilizes the *Strengthening Families Program* curriculum that was specifically designed to train parents and youth in family relationship skills and refusal skills that keep children safe from both

addiction and adverse childhood experiences (ACEs). By providing these skills and reducing unhealthy behaviors, the risk of overdose and substance misuse are reduced and the related issues of trauma and ACEs associated with substance use can be reduced and/or mitigated.

The need for holistic substance use disorder services, especially MOUD and naloxone upon release, is supported by the fact that people with opioid use disorder (OUD) are at a higher risk of fatal overdose upon release from jail. Locally, the Worcester County Drug Overdose Fatality Review Team has reported in their 2019 and 2020 reports that 7% of cases reviewed had a history of recent release from jail or treatment. Local focus groups with individuals in early 2020 identified organization level issues like limited provision of needed support in different situations (e.g. no detox support at the detention center) and related issues with recidivism and cycling on and off drugs when in and out of the criminal justice system (Worcester County, Maryland Heroin/Opioid Community Response Plan, 2021). The Statewide Ethnographic Assessment of Drug Use and Services (SEADS) report identified the need for more resources for those in jail and recently released (SEADS, 2019). Connecting individuals in jail with MOUD will improve their quality of life and outcomes upon release.

The *Worcester County Jail MOUD Program* has been an effective collaboration between the Worcester County Health Department, Wicomico County Health Department, Worcester County Local Behavioral Health Authority, and the Worcester County Jail. This program has provided important access to services and beneficial options that support the health and well being of inmates while in jail and once released.

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**III. PLAN GOALS AND OBJECTIVES** *Program Goals and Objectives should define the central aim and principal goals of the Local Abatement Plan that will be addressed by the project activities, and clearly tie to the provisions of the legislation identified.*

**Goal 1**: Continue serving inmates at the Worcester County Jail who have opioid use disorder with appropriate MOUD treatment.

*Objective 1*: From FY2026-FY2028, provide suboxone services to 45 people per year
*Objective 2*: From FY2026-FY2028, provide naltrexone services to 15 people per year
*Objective 3*: From FY2026-FY2028, provide methadone services to 20 people per year

**Goal 2**: Continue providing the Strengthening Families Program in Worcester County to youth, parents, and guardians.

*Objective 1*: From FY2026-FY2027, provide 3 cohorts per year (and each cohort has 9 sessions)
*Objective 2*: From FY2026-FY2027, 15 families enrolled in the program per year
*Objective 3*: From FY2026-FY2027, 12 families that complete the program per year
*Objective 4*: From FY2026-FY2027, 50 individuals educated per year

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**IV. PLAN PROGRAM MEASUREMENT/PERFORMANCE INDICATORS**

*What you will use to measure (a) the effectiveness of the plan's support of the selected Goal/Strategy, (b) how it fills a gap in the region, and (c) how it serves its intended demographic. These measures may be quantitative (numeric) or qualitative (descriptive). These performance measures must be reported on annually, by project and ORF provision.*

| | Measures of effectiveness | How it fills a gap | How it serves the intended demographic |
|---|---|---|---|
| **Goal 1**: Continue serving inmates at the Worcester County Jail who have opioid use disorder with appropriate MOUD treatment. | - Number of MOUD options provided: 3<br><br>- Total number of persons served per year: 80<br><br>- Number of persons receiving methadone per year: 20<br><br>- Number of persons receiving suboxone per year: 45<br><br>- Number of persons receiving naltrexone per year: 15 | Medical services are provided through the Jail without any insurance reimbursement. The MOUD providers have been diligently applying for numerous grants, but without those grants and/or this source of funding there is no local funding available to provide MOUD to incarcerated individuals. | Individuals in jail who have MOUD have a high risk of fatal overdose upon release from jail if not on MOUD during their stay at jail. MOUD and overall substance use disorder services in jails helps improve individuals health and well being, reduce risk of overdose and recidivism and improve recovery and connections to care upon release |
| **Goal 2**: Continue providing the Strengthening Families Program in Worcester County to youth, parents, and guardians. | - Number of cohorts per year: 3<br><br>- Number of sessions per cohort per year: 9<br><br>- Number of families enrolled in the program per year: 15<br><br>- Number of families that complete the program per year: 12<br><br>- Number of individual educated per year: 50 | Limited holistic and multi-generational family (youth and parent/guardian) education programs to address needs related to drug use prevention, communication skills, and drug refusal skills. Evidence-based and preventative service to reduce the number of future opioid users. | Generational trauma, ACEs, and substance use is common in Worcester County, which makes this program that addresses those issues, reduces the impact of the risk factors, and increases protective factors, a critical part of supporting our youth and their families |

**V. PLAN TIMELINE**

*Enter project information as necessary*

| Goal(s) | Key tasks/activities | Person(s) responsible | Progress Measurement | Begin date | End date |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| Provide Worcester County Jail inmates with MOUD | Screen for MOUD and provide referrals to appropriate MOUD and related counseling services. Provide suboxone and naltrexone. | Worcester County Health Department (WoCHD) Behavioral Health Unit | - Number of Individuals Served | Ongoing/ continuation of program<br><br>Grant start July 1, 2025<br><br>FY26-FY28 | Ongoing/ continuing until another provider (e.g. WellPath) can take over services |
| Provide Worcester County Jail inmates with MOUD | Provide methadone. | Wicomico County Health Department (WiCHD) | - Number of Individuals Served | Ongoing/ continuation of program<br><br>Grant start July 1, 2025<br><br>FY26-FY28 | Ongoing/ continuation of program |
| Provide Worcester County Jail inmates with MOUD | Provide internal and external coordination for the Jail MOUD Program. | Worcester County Jail | - Jail MOUD Coordinator hired and providing internal and external coordination | Ongoing/ continuation of program<br><br>Grant start July 1, 2025<br><br>FY26-FY28 | Ongoing/ continuation of program |
| Provide the Strengthening Families Program to youth and adults through the Healthy Worcester Families program | Provide classes throughout the County at a variety of locations. | Worcester County Health Department (WoCHD) Prevention Unit | - Number of classes<br><br>- Number of families enrolled in the program<br><br>- Number of families that complete the program<br><br>- Number of people educated | Ongoing/ continuation of program<br><br>Grant start July 1, 2025<br><br>FY26-FY27 | Ongoing/ continuation of program |

**Total funding requested for FY2026-FY2028:** $838,337
**FY2026:** $361,832
**FY2027:** $373,957
**FY2028:** $102,548

***FY2026 BUDGETS*** **Total funding requested for FY2026: $361,832**
**Worcester County Jail MOUD Program-Budget: $213,920**
**Healthy Worcester Families-Budget: $147,912**

**Worcester County Jail MOUD Program-Budget** **$213,920**

The current Jail MOUD Program is funded through braided funding from the County, GOCCP grant (FY25) and BHA grant (Sept. 30, 2024-Sept. 29, 2027). The funds from these different sources will be used strategically to maximize impact and avoid supplanting.

**BUDGET NARRATIVE:**

**Personnel**
**1.0 FTE Jail MOUD Coordinator Salary** **$79,685**
To coordinate the Jail MOUD project on-site. This includes daily coordination with providers to include the Worcester County Health Department (as the provider of buprenorphine and naltrexone services), the Wicomico County Health Department (as the provider of Methadone services), Wellpath (as the medical provider in the jail, and Jail staff/officers. This position is responsible for ensuring tracking of data and ensuring Jail MOUD outcomes are being met, monitoring programmatic progress and enhancement as needed, and managing any day-to-day concerns with the program, clients, or program partners.

**Jail MOUD Coordinator Fringe** **$59,765**

**Correctional Officer Time** **$40,000**
To supervise and escort inmates to and from the MOUD Program room and Mental Health Room. The administering of medication takes approximately 2 hours depending on the number of participants. Additionally, a Sergeant or above must be present to monitor the program for diversion and security.

**Medical/Mental Health** **$23,478**
Pass through medical contract with Wellpath, who provides initial screening and assessment of inmates, to identify behavioral health challenges

**Equipment**
**Jail MOUD Coordinator Equipment** (computer, monitor, printer, paper, phone) **$5,000**

**Supplies**
**Medication disposal container** **$74**
(RX Destroyer Brand and approximately 4 containers per year are used)

**Drinking Cups** **$537**

| | |
|---|---|
| **Medicine Cups** | **$100** |
| **Disinfectant Wipes** | **$100** |
| **Pill Crusher Pouches** | **$1,650** |
| **Gloves** | **$300** |
| **CorEMR Medical software** | **$3,000** |
| **Trash Bags** | **$100** |
| **Hand Sanitizer** | **$100** |
| **Permanent markers** | **$7** |
| **Pregnancy tests** | **$10** |
| **Pen Lights** | **$14** |
| **TOTAL JAIL MOUD FY2026 REQUEST** | **$213,920** |

**Healthy Worcester Families-Budget** **$147,912**

Healthy Worcester Families currently is receiving funding from the Worcester County Local Management Board for FY2025, which is an annual grant that does not include a guarantee for funding in future years.

**BUDGET NARRATIVE:**

**Personnel**
**Merit Staff**

**.45 FTE Parent Educator/Program Coordinator, David Baker (14/14)** **$30,210**
To serve as a parent educator for the Healthy Families Parent Program. This position is responsible for facilitating weekly parent/family education lessons, assessing program outcomes through collection of pre/post data as well as 6 and 12 month follow up. This position will be responsible for linking families with community resources for financial literacy, health insurance enrollment, community gardens, SNAP enrollment assistance, behavioral health services, and local food pantries. This linkage provides a holistic focus and addresses social determinants of health that impact behavioral health (mental health and substance use.

**.20 FTE Parent Educator/Youth Program Coordinator, Kelcey Kengla (14/5)** **$11,570**
To serve as the lead for facilitating the Strengthening Families curriculum with youth. Will assist with program promotion, recruitment, implementation and evaluation. Will assist with linking youth to

recreation services, community gardening projects, and other community resources that may benefit the youth and their families.

**.15 FTE Alcohol and Other Drug Prevention Supervisor, Lynn Suarezapecheche (16/6) $9,763**
To serve as the project supervisor for the Healthy Families Parent Program. This includes staff supervision, program promotion, recruitment, implementation and evaluation. This position is also responsible for assessing program outcomes and completing quarterly progress reports for the funder.

**Contractual Staff**

**.45 FTE Nutritionist II, Kelly Williams (15/7) $29,317**
To provide healthy lifestyle education include healthy eating, healthy cooking, grocery shopping on a budget, weight management, and physical activity to program participants (families).
To co-facilitate weekly parent/family education lessons, assessing program outcomes through collection.

**Fringe $40,420**
(Social security, unemployment, retirement, health insurance, retiree health insurance)

**Total Personnel $121,280**

**Supplies**
**Office Supplies $600**
To purchase folders, copy paper, easel paper, markers, pens, etc @$50/month x 12 months= $600

**Education Supplies $9,585**
To purchase curriculum materials ($450 materials for each cohort x 3 cohorts/year =$1350); to purchase weekly education incentives @$25/week x 9 weeks x 15 families = $3375 Meals for weekly in-person sessions of Worcester Wellness for Families Program calculated at $12/per person x 15 participants x 9 weeks= $1620 per cohort x 3 cohorts=$4860

**Total Supplies $10,185**

**Other Costs**
**Business Travel $500**
To cover the cost of travel @.625/per mile x 800 miles; to community sites for parent education programs, grocery store tours, family engagement sessions, follow up.

**Printing $1,000**
To cover the cost of producing promotional materials including rack cards,fliers,
and resource guides including Hidden in Plain Sight post cards for distribution to families to help educate parents about substance use among youth.

**Purchase of Care $1,500**
To provide funding to local churches or other community organizations to serve as a location for the Healthy Worcester Families program. Provide $500/facility x 3 cohorts/year. The program will be offered in 3 different locations throughout the county.

**Total Other Costs $3,000**

**Indirect- Calculated at 10% of direct costs** **$13,447**

**TOTAL PREVENTION FY2026 REQUEST** **$147,912**

**Total FY2026 Request for the 2 programs: $361,832**

***FY2027 BUDGETS*** **Total funding requested for FY2027: $373,957**
**Worcester County Jail MOUD Program-Budget: $218,979**
**Healthy Worcester Families-Budget: $154,978**

**Worcester County Jail MOUD Program-Budget** **$218,979**

The current Jail MOUD Program is funded through braided funding from the County, GOCCP grant (FY25) and BHA grant (Sept. 30, 2024-Sept. 29, 2027). The funds from these different sources will be used strategically to maximize impact and avoid supplanting.

**BUDGET NARRATIVE:**

**Personnel**
**1.0 FTE Jail MOUD Coordinator Salary** **$83,620**
To coordinate the Jail MOUD project on-site. This includes daily coordination with providers to include the Worcester County Health Department (as the provider of buprenorphine and naltrexone services), the Wicomico County Health Department (as the provider of Methadone services), Wellpath (as the medical provider in the jail, and Jail staff/officers. This position is responsible for ensuring tracking of data and ensuring Jail MOUD outcomes are being met, monitoring programmatic progress and enhancement as needed, and managing any day-to-day concerns with the program, clients, or program partners.

**Jail MOUD Coordinator Fringe** **$62,715**

**Correctional Officer Time** **$42,000**
To supervise and escort inmates to and from the MOUD Program room and Mental Health Room. The administering of medication takes approximately 2 hours depending on the number of participants. Additionally, a Sergeant or above must be present to monitor the program for diversion and security.

**Medical/Mental Health** (Pass through medical contract with Wellpath) **$24,652**

**Supplies**
**Medication disposal container** **$74**
(RX Destroyer Brand and approximately 4 containers per year are used)

**Drinking Cups** **$537**

**Medicine Cups** **$100**

| | |
|---|---|
| **Disinfectant Wipes** | **$100** |
| **Pill Crusher Pouches** | **$1,650** |
| **Gloves** | **$300** |
| **CorEMR Medical software** | **$3,000** |
| **Trash Bags** | **$100** |
| **Hand Sanitizer** | **$100** |
| **Permanent markers** | **$7** |
| **Pregnancy tests** | **$10** |
| **Pen Lights** | **$14** |
| **TOTAL JAIL MOUD FY2027 REQUEST** | **$218,979** |

**Healthy Worcester Families-Budget** **$154,978**

Healthy Worcester Families currently is receiving funding from the Worcester County Local Management Board for FY2025, which is an annual grant that does not include a guarantee for funding in future years.

**BUDGET NARRATIVE:**

**Personnel**
**Merit Staff**
**Note: Salaries are estimated to increase by approximately 5% per year**

**.45 FTE Parent Educator/Program Coordinator, David Baker (14/14)** **$31,721**
To serve as a parent educator for the Healthy Families Parent Program. This position is responsible for facilitating weekly parent/family education lessons, assessing program outcomes through collection of pre/post data as well as 6 and 12 month follow up. This position will be responsible for linking families with community resources for financial literacy, health insurance enrollment, community gardens, SNAP enrollment assistance, behavioral health services, and local food pantries. This linkage provides a holistic focus and addresses social determinants of health that impact behavioral health (mental health and substance use.

**.20 FTE Parent Educator/Youth Program Coordinator, Kelcey Kengla (14/5)** **$12,149**
To serve as the lead for facilitating the Strengthening Families curriculum with youth. Will assist with program promotion, recruitment, implementation and evaluation. Will assist with linking youth to recreation services, community gardening projects, and other community resources that may benefit the youth and their families.

**.15 FTE Alcohol and Other Drug Prevention Supervisor, Lynn Suarezapecheche (16/6) $10,251**
To serve as the project supervisor for the Healthy Families Parent Program. This includes staff supervision, program promotion, recruitment, implementation and evaluation. This position is also responsible for assessing program outcomes and completing quarterly progress reports for the funder.

**Contractual Staff**

**.45 FTE Nutritionist II, Kelly Williams (15/7) $30,783**
To provide healthy lifestyle education include healthy eating, healthy cooking, grocery shopping on a budget, weight management, and physical activity to program participants (families).
To co-facilitate weekly parent/family education lessons, assessing program outcomes through collection.

**Fringe $40,420**
(Social security, unemployment, retirement, health insurance, retiree health insurance)

**Total Personnel $125,324**

**Supplies**
**Office Supplies $600**
To purchase folders, copy paper, easel paper, markers, pens, etc @$50/month x 12 months=$600

**Education Supplies $9,585**
To purchase curriculum materials ($450 materials for each cohort x 3 cohorts/year =$1350); to purchase weekly education incentives @$25/week x 9 weeks x 15 families = $3375 Meals for weekly in-person sessions of Worcester Wellness for Families Program calculated at $12/per person x 15 participants x 9 weeks= $1620 per cohort x 3 cohorts=$4860

**Total Supplies $10,185**

**Other Costs**
**Business Travel $500**
To cover the cost of travel @.625/per mile x 800 miles; to community sites for parent education programs, grocery store tours, family engagement sessions, follow up.

**Printing $1,000**
To cover the cost of producing promotional materials including rack cards,fliers,
and resource guides including Hidden in Plain Sight post cards for distribution to families to help educate parents about substance use among youth.

**Purchase of Care $1,500**
To provide funding to local churches or other community organizations to serve as a location for the Healthy Worcester Families program. Provide $500/facility x 3 cohorts/year. The program will be offered in 3 different locations throughout the county.

**Total Other Costs $3,000**

**Indirect- Calculated at 10% of direct costs $14,089**

**TOTAL PREVENTION FY2027 REQUEST** **$154,978**

**Total FY2027 Request for the 2 programs: $373,957**

***FY2028 Budgets*** **Total funding requested for FY2028: $102,548**

**Worcester County Jail MOUD Program-Budget** **$102,548**

The current Jail MOUD Program is funded through braided funding from the County, GOCCP grant (FY25) and BHA grant (Sept. 30, 2024-Sept. 29, 2027). The funds from these different sources will be used strategically to maximize impact and avoid supplanting.

**BUDGET NARRATIVE:**

**Personnel**

**0.17 FTE Jail MOUD Coordinator Salary** **$15,232**

To coordinate the Jail MOUD project on-site. This includes daily coordination with providers to include the Worcester County Health Department (as the provider of buprenorphine and naltrexone services), the Wicomico County Health Department (as the provider of Methadone services), Wellpath (as the medical provider in the jail, and Jail staff/officers. This position is responsible for ensuring tracking of data and ensuring Jail MOUD outcomes are being met, monitoring programmatic progress and enhancement as needed, and managing any day-to-day concerns with the program, clients, or program partners.

**0.17 Jail MOUD Coordinator Fringe** **$11,334**

**Correctional Officer Time** **$44,100**

To supervise and escort inmates to and from the MOUD Program room and Mental Health Room. The administering of medication takes approximately 2 hours depending on the number of participants. Additionally, a Sergeant or above must be present to monitor the program for diversion and security.

**Medical/Mental Health** (Pass through medical contract with Wellpath) **$25,885**

**Supplies**

**Medication disposal container** **$76**

(RX Destroyer Brand and approximately 4 containers per year are used)

**Drinking Cups** **$540**

**Medicine Cups** **$100**

**Disinfectant Wipes** **$100**

**Pill Crusher Pouches** **$1,650**

| | |
|---|---|
| **Gloves** | **$300** |
| **CorEMR Medical software** | **$3,000** |
| **Trash Bags** | **$100** |
| **Hand Sanitizer** | **$100** |
| **Permanent markers** | **$7** |
| **Pregnancy tests** | **$10** |
| **Pen Lights** | **$14** |
| **TOTAL JAIL MOUD FY2028 REQUEST** | **$102,548** |

**Total FY2028 Request for the 1 program: $102,548**

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*To the best of my knowledge, I certify that all the information provided herein is true and correct.*

**IX. AUTHORIZED OFFICIAL SIGNATURE**: _____ Date:
Printed Name: Anthony W. Bertino, Jr.
Title: President, Worcester County Commissioners

**X. ADDITIONAL SIGNATURES**

*The signatures below serve to convey the coordination of other local entities or government partners involved in the local abatement plan. Additional signatures should be added as necessary*

Signature: _____
Printed Name: Rebecca L. Jones RN, BSN, MSN
Title: Health Officer

Signature: _____
Printed Name: Timothy Mulligan
Title: Warden, Worcester County Jail

Signature: _____
Printed Name: Weston Young
Title: Chief Administrative Officer

Signature: _____
Printed Name:
Title:

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 8, 2024
RE: Work session for mobile food regulations

Representatives from the Worcester County Health Department attended the August 20th meeting of the Worcester County Commissioners to discuss regulations related to mobile food vendors. As a result of the questions and concerns shared at that meeting, the commissioners requested a work session for further discussion.

Since that time, staff has met with various local food vendors as well as representatives from our Recreation and Parks department to identify the potential issues with current policies and regulations. Recreation and Parks has trouble finding licensed mobile food vendors to participate in county events and as a result attendees have complained of price gouging and long lines. The department is also losing tournaments to other counties, as they've been advised by the health department there is a limited number of special event permits for "like" events. This limitation of approved food vendors and on "like" events also impacts other parties holding functions throughout the county. Further, food vendors have shared concerns about Worcester County's lack of reasonable reciprocity licensing as well as the requirements for National Sanitation Foundation (NSF) certification on all equipment.

Staff has questions related to reciprocity practices and restrictions on "like" events. There are also terms and definitions that are not clear or appear to be inconsistent with those used in other counties. We'd like to see if there are ways we can work with the health department to reduce some of the barriers currently preventing mobile food vendors from coming to Worcester County. As long as health and safety guidelines are followed, more mobile food vendors will allow Worcester County to continue to attract sports tournaments—a major economic driver—and would improve the special events the county already offers by providing more options for consumers. In an attempt to have a productive conversation, we've broken the topics into the following categories: Reciprocity, "like" events, terms and definitions, training and fees, and NSF certification.

Attachments

Reciprocity—page 2
"Like" events—page 10
Terms and definitions, training and fees—page 14
NSF certification—page 30

**Reciprocity**

Executive summary: Recreation and Parks has trouble finding licensed food trucks to participate in county events and has noticed the lack of options has led to loss of tournaments and even price gouging on some occasions. Recently, Harbor Day's only complaint was long lines at the limited food vendors. At the Worcester County Fair, a complaint from attendees was high prices charged by the handful of food vendors present. As far as Recreation and Parks is aware, there are 12 mobile food vendors licensed to operate in the county but the majority of them serve snow cones or other desserts, not meals. A bill passed by the state in 2017, in an attempt to streamline the process for food trucks statewide, requires health departments to issue mobile reciprocity licenses to mobile food service facilities that meet the requirements in the code. This, if followed, would allow vendors licensed in nearby counties to participate in local events.

Questions:

- How many food trucks does Worcester have total and that actually serve food?
- How many reciprocity licenses have been issued?
- Are you familiar with House Bill 771?
- Would reciprocity be an option for someone like John Applegate? Given Mr. Applegate, who spoke back in August, is based in Somerset County why is reciprocity not given to his operation?
    - He operates John's Smoked Barbecue in Crisfield and has attended events in Somerset County and also received a reciprocity license from Wicomico County, where he attended an event in September.

- Essentially more food trucks in Worcester County will allow for better special events and more options for consumers. What is the Health Department doing to help make that happen?

References:

- 2017 House Bill 771
- Baltimore Sun article related to the bill

Chapter 216

**(House Bill 771)**

AN ACT concerning

**Public Health – Mobile Food Service Facilities – Licensing and Inspection by County Health Departments**

FOR the purpose of requiring a county health department to issue a mobile reciprocity license to a certain mobile food service facility; authorizing a county health department to charge a certain fee for a mobile reciprocity license; providing that a mobile reciprocity license is valid for a certain period of time; prohibiting a county, under certain circumstances, from requiring that a mobile food service facility be inspected before a county health department issues a mobile reciprocity license; authorizing a county health department that issued a mobile reciprocity license to inspect the mobile food service facility while the mobile food service facility is operating in the county; requiring a mobile food service facility that is issued a mobile reciprocity license to comply with all applicable State and local laws and regulations; authorizing a county health department to take certain enforcement action against a certain mobile food service facility; requiring a county health department, under certain circumstances, to notify the county of origin of certain action taken; providing for the application of this Act; defining certain terms; making this Act an emergency measure; and generally relating to the licensing and inspection of mobile food service facilities by county health departments.

BY adding to
Article – Health – General
Section 21–304(f)
Annotated Code of Maryland
(2015 Replacement Volume and 2016 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

**Article – Health – General**

21–304.

**(F) (1) (I) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.**

**(II) "BASE OF OPERATIONS" MEANS A LOCATION USED BY THE OWNER OR OPERATOR OF A MOBILE FOOD SERVICE FACILITY THAT PROVIDES:**

**1. A SOURCE OF POTABLE WATER, POTABLE WATER HOSES, AND CLEAN CONNECTIONS;**

**2. A METHOD FOR THE DISPOSAL OF SEWAGE;**

**3. CLEAN, ADEQUATE, AND COVERED TRASH RECEPTACLES;**

**4. IF NECESSARY, REFRIGERATED AND DRY FOOD STORAGE AREAS;**

**5. A STORAGE AREA FOR SINGLE–SERVE FOOD ITEMS; AND**

**6. IF NECESSARY, A UTENSIL WASHING FACILITY.**

**(III) "COUNTY OF ORIGIN" MEANS THE COUNTY IN WHICH THE BASE OF OPERATIONS OF A MOBILE FOOD SERVICE FACILITY IS LOCATED.**

**(IV) "MOBILE FOOD SERVICE FACILITY" MEANS A FOOD SERVICE FACILITY THAT:**

**1. IS A VEHICLE MECHANICALLY, ELECTRICALLY, MANUALLY, OR OTHERWISE PROPELLED;**

**2. OPERATES ON LAND OR WATER; AND**

**3. CHANGES ITS LOCATION AS PART OF ITS ROUTINE SALES OPERATION.**

**(V) "MOBILE RECIPROCITY LICENSE" MEANS A LICENSE ISSUED UNDER PARAGRAPH (3) OF THIS SUBSECTION.**

**(2) THIS SUBSECTION DOES NOT APPLY TO A MOBILE FOOD SERVICE FACILITY THAT OPERATES SOLELY UNDER A TEMPORARY FOOD SERVICE LICENSE IN CONJUNCTION WITH FAIRS, CARNIVALS, OR SIMILAR EVENTS.**

**(3) A COUNTY HEALTH DEPARTMENT SHALL ISSUE A MOBILE RECIPROCITY LICENSE TO A MOBILE FOOD SERVICE FACILITY THAT:**

**(I) IS OPERATING IN THE COUNTY;**

**(II) IS OPERATING WITHIN 90 MILES OF ITS BASE OF OPERATIONS; AND**

**(III) HOLDS A VALID LICENSE FROM THE COUNTY OF ORIGIN.**

**(4) A COUNTY HEALTH DEPARTMENT MAY CHARGE A FEE FOR A MOBILE RECIPROCITY LICENSE IN AN AMOUNT NOT EXCEEDING $300.**

**(5) A MOBILE RECIPROCITY LICENSE IS VALID FOR A PERIOD OF 1 YEAR.**

**(6) IF A MOBILE FOOD SERVICE FACILITY HAS BEEN INSPECTED BY THE COUNTY OF ORIGIN, A COUNTY MAY NOT REQUIRE THAT THE MOBILE FOOD SERVICE FACILITY BE INSPECTED BEFORE A COUNTY HEALTH DEPARTMENT ISSUES A MOBILE RECIPROCITY LICENSE.**

**(7) A COUNTY HEALTH DEPARTMENT THAT ISSUED A MOBILE RECIPROCITY LICENSE MAY INSPECT THE MOBILE FOOD SERVICE FACILITY WHILE THE MOBILE FOOD SERVICE FACILITY IS OPERATING IN THE COUNTY.**

**(8) A MOBILE FOOD SERVICE FACILITY THAT IS ISSUED A MOBILE RECIPROCITY LICENSE SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS.**

**(9) (I) A COUNTY HEALTH DEPARTMENT MAY TAKE ENFORCEMENT ACTION, INCLUDING THE LEVY OF FINES, AGAINST A MOBILE FOOD SERVICE FACILITY THAT VIOLATES THIS SUBTITLE OR ANY REGULATION ADOPTED UNDER THIS SUBTITLE OR ANY APPLICABLE LOCAL LAWS OR REGULATIONS.**

**(II) IF A COUNTY HEALTH DEPARTMENT TAKES ENFORCEMENT ACTION UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE COUNTY HEALTH DEPARTMENT SHALL NOTIFY THE COUNTY OF ORIGIN OF THE ACTION TAKEN.**

SECTION 2. AND BE IT FURTHER ENACTED, That this Act is an emergency measure, is necessary for the immediate preservation of the public health or safety, has been passed by a yea and nay vote supported by three–fifths of all the members elected to each of the two Houses of the General Assembly, and shall take effect from the date it is enacted.

**Approved by the Governor, April 18, 2017.**

THINGS TO DO

# Revamped bill to streamline food truck licensing process makes progress in General Assembly

By **SARAH MEEHAN**
UPDATED: July 1, 2019 at 1:28 a.m.

A bill that would streamline the health inspection process for food trucks looking to operate in multiple counties in Maryland is advancing in the state legislature after it was tabled last year.

The bill, first introduced in 2016, has been revived with new requirements and a fee structure for health department licensing for food trucks that would apply across county lines. This year's version (Senate Bill 262/House Bill 771) passed the Senate Feb. 22 and is currently in committee in the House of Delegates.

TRODELVY® (sacituzumab govitecan-hziy) is a prescription medicine used to treat adults with hormone receptor (HR)-positive and human epidermal growth factor receptor 2 (HER2)-negative breast cancer that has spread to other parts of the body (metastatic) or cannot be removed by surgery, and who previously received endocrine therapy and at least two additional treatments for metastatic disease.

See **Important Facts**, including **Important Warning**.

prescribed for you. Your healthcare provider may decide to decrease your dose or stop TRODELVY if your nausea and vomiting is severe and cannot be controlled with anti-nausea medicines.

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Del. Warren Miller, who sponsored the bill, said he expects the Senate's bill to be voted out of the Health and Government Operations Committee next week and pass the House without issue.

After the legislation was tabled last year (it did not make it out of the Senate), stakeholders — including food truck operators, state legislators, members of the Restaurant Association of Maryland and health inspectors — held summer work groups to come to agreeable terms.



ITEM 23

Under the new bill, a food truck could operate in any county within 90 miles of its home base. The health department inspection in its home county would provide the license needed to operate within that radius, but the food truck could be inspected at the request of another jurisdiction's health department.

The truck would also have to pay a fee of no more than $300 for each county where it wanted to serve food outside its home jurisdiction. Additionally, other counties could impose fines if food trucks are not in compliance with their regulations.

AD

As it stands, food trucks must undergo health inspections in every county where they want to operate and pay fees as high as $600 per county to operate there.

Maryland Mobile Food Vending Association President Dave Pulford, who helped spearhead the bill, said the new regulations would save food truck owners time. A single inspection can take a truck off the road for an entire day, he said.

"That's a lot of revenue to try to make up," Pulford said.

Pulford, who owns the Howard County-based Upslidedown Dave food truck, said he had hoped the legislation would cover the entire state, but most trucks don't operate beyond a 90-mile radius.

A food truck could still apply for a special event permit to set up at an event that falls outside that area.

The Restaurant Association of Maryland and health inspectors voiced opposition to the bill when it was first introduced last year. Health inspectors initially worried food truck operators would flock to counties with more relaxed regulations and lower licensing fees to secure their initial inspection. Food trucks are held to the same standards under state health codes, but

Pulford said the group worked closely with health inspectors from counties across the state to allay their concerns.

ITEM 23

Ed Singer, the health officer for the Carroll County Health Department, took part in the work groups and testified on behalf of the bill.

“Since they’re licensed in each county, that gives each county the authority to go out and inspect and handle any violations,” he said. “I think everybody’s happy with it.”

The restaurant association thought the initial bill would give food trucks an unfair advantage over their brick-and-mortar counterparts. But following the summer work sessions, the restaurant association ended up supporting the revised bill, according to Melvin Thompson, the group’s senior vice president of government affairs and public policy.

“They’ve all agreed this bill is the answer they’re looking for,” said Miller, a Republican representing Carroll and Howard counties. “It just simplifies what they have to do. They can get one inspection and operate in all these jurisdictions.”

Pulford said he has no problem with health inspections conducted onsite if a food truck ventures to another county.

“It’s a lot more reasonable for them to come to us whenever we’re in that county instead of having to pull of the road,” Pulford said. “If that’s what it takes to make sure people are safe when they eat my food, I’m fine.”

Because the bill was filed as emergency legislation, it would take effect immediately if Gov. Larry Hogan signs it, while most bills are implemented later in the year.

*Originally Published: March 8, 2017 at 6:31 p.m.*

**Around the Web**

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**Restrictions on “like” events**

Executive summary: According to Recreation and Parks they’ve been advised there is a limited number of special event permits (just 3) for “like” events. Last fall, the health department told a vendor continuous baseball and softball tournaments could not be considered temporary events due to their recurring nature in the same location. This “like” event limitation is referenced in the Worcester County Health Department’s internal temporary events policy. This limit is leading to a significant loss in field rental revenue. While Worcester has some of the best ball fields, tournament organizers don’t want to rent our facilities because there’s no food consistently available on site. Mobile food vendors want to fill this gap.

Questions:

- Where in COMAR is this “like” event requirement?
- Why is the limit 3? Could that limit be removed or at least could that number be increased?

References:

- Worcester County Health Department internal policies/interpretations

Worcester County Health Department
Office of Environmental Health

**Office of Environmental Health**
**Temporary Events**

**Definitions:**

1. **Annual temporary event** means a public event which consists of multiple for-profit or non-profit temporary vendors (i.e., food, craft, games, etc.). An annual temporary event may only last for 30 consecutive days and must be held at a fixed location and be in conjunction with a fair, carnival, or similar event held at that site (i.e., Bike Week, Sunfest, Springfest). An annual temporary event does not mean an event held with a single participant.
2. **Annual non-profit temporary event** means a fundraising event which consists of a single participant or multiple non-profit vendors who are raising money for an excluded or non-profit organization (i.e., fire company, religious or charitable organization). An annual non-profit temporary event may only last for 30 consecutive days and must be held at a fixed location.
3. **Catered event** means a social gathering in which food is prepared at a licensed facility, provided, and served by a licensed caterer. Only bulk food sales are permitted and items may not be provided a la carte. ***DOES NOT REQUIRE A TEMPORARY EVENT LICENSE.***
4. **Social gathering** means a gathering of friends, family, members of a bonafide organization/club or religious group. ***DOES NOT REQUIRE A TEMPORARY EVENT LICENSE.***
5. **Certified Food Operator (CFO)** means a person who works at a Temporary Food Service Facility who attends and passes the Worcester County Temporary Event Operator Course conducted by the Worcester County Office of Environmental Health. If a for-profit facility, the CFO **must** be on-site at all times.

**Types of Licenses**

1. **For-profit temporary food service facility (FSF) license** means a license issued to a temporary FSF which participates in a temporary event and who's food sale proceeds do not go directly to an excluded organization as defined in COMAR 10.15.03.02B(20).
2. **Non-profit temporary FSF license** means a license issued to an excluded or non-profit organization, as defined in COMAR 10.15.03.02B(20). Excluded and non-profit organizations are limited to 3 temporary FSF licenses per calendar year for their own fundraising events. Participation in community sponsored, multi-vendor events does not count toward the 3 licenses per year.
3. **Licensed food service facility temporary license** means a license issued to a FSF for a special occasion or promotion. All foods must be prepared and served on-site by the owner/operator of the licensed FSF. Licensed FSF's are limited to one temporary license per calendar year.

Worcester County Health Department
Office of Environmental Health

**A temporary food service facility does not include:**

1. An event in which food is prepared and served by a licensed caterer (i.e., wedding, family reunion, etc.).
2. An event where food is prepared for a "social gathering" and the food preparation and service is limited to the participants in the event. No fee is charged for food or event participation.

**Application Deadlines**

1. For-profit-prior to 10 business days/up to prior to 5 business days with $500 late fee
2. Non-profit-prior to 5 business days

**Note: The 5 day deadline does not apply to first time non-profit events**

**Miscellaneous**

1. Currently licensed Worcester County Food Service facilities, which sell prepackaged non-potentially foods at special events are not required to obtain a special event license.

**Terms and definitions, trainings, fees**

Executive summary: The health department's interpretation of the definition of mobile unit currently does not include trailers, when other counties allow them. Another issue related to health department terms is the fact that nonprofit organizations are allowed significantly more flexibility than for-profit vendors despite the fact that for-profit organizations are more likely to be versed in food safety requirements. Roadside fundraisers seem to be held to a fraction of what's required by a for-profit mobile food vendor. As far as trainings, the health department has said a temporary event training is offered but vendors have told us there can be size requirements on the class.

Questions:

- Why are trailers excluded in Worcester when they are allowed in places like Wicomico County and Anne Arundel County?
- Why are nonprofit entities able to submit their paperwork five days out while for-profit vendors have to submit paperwork 10 days out?
- Are there ways to reduce the paperwork required by vendors? There have been concerns from vendors regarding the amount of paperwork required by the health department in Worcester. The temporary event application is 12 pages here while it is three pages in Howard County and two pages in Harford County.
- Are Worcester's fees in line with those charged by other jurisdictions?
- What temporary event training is offered?
- How often is this training held? Is there a minimum class size?

References:

- COMAR 10.15.03.02
- Food Truck Thursdays in Anne Arundel County

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MARYLAND
Division of State Documents

# 10.15.03.02

**.02 Definitions.**

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) “Acceptable” means agreeable to the use or presence of equipment or a practice when standards are not developed or when developed standards are inappropriate, because the approving authority has determined that the equipment or practice conforms to principles, practices, and generally recognized standards that protect public health.

(2) Adulterated.

(a) “Adulterated” has the meaning stated in Health-General Article, §§21-207, 21-208, and 21-209, Annotated Code of Maryland.

(b) “Adulterated” includes food that:

(i) Contains any poisonous or deleterious substance;

(ii) Is diseased, contaminated, filthy, putrid, or decomposed; or

(iii) Is otherwise unfit as food for human beings.

(3) “Approved source” means a source of food or food ingredients accepted by the Department because the food or food ingredients from the source:

(a) Are not adulterated or misbranded; and

(b) Where required, are regulated by the approving authority.

(4) “Approving authority” means:

(a) Within the State, the Secretary of Health or the Secretary's designee; or

(b) Outside the State, the agency designated in the laws of another state or country to license or permit a food establishment.

(5) “$a_w$” means water activity, which is:

(a) The ratio of the water vapor pressure of a food to the vapor pressure of pure water at the same temperature; and

(b) An index of the available, free moisture in food.

(6) Bake Sale.

(a) “Bake sale” means a place where only non-potentially hazardous bakery goods, including breads and pastries, are sold in conjunction with a fundraising event.

(b) “Bake sale” does not include a place:

(i) Where a person sells baked goods for individual profit;

(ii) From which food is commercially distributed; or

(iii) Where a potentially hazardous baked good is sold or distributed.

(7) “Barrier” means a physical, biological, or chemical factor that retards or prevents the growth of microorganisms that are infectious or toxigenic.

(7-1) “Base of operations” means a licensed food service facility that is used by the owner or operator of a mobile food service facility for food storage, potable water, safe disposal of waste and sewage, and, if necessary, utensil washing.

(8) “Bed and breakfast” means a lodging or rooming house as defined in Public Safety Article, §9-201, Annotated Code of Maryland, that has eight rooms or fewer for rent.

(9) “Bona fide nonprofit” means an organization having official documentation from the United States Internal Revenue Service that the organization has current tax-exempt nonprofit status.

(10) “Caterer” means a food service facility that:

(a) Offers catering services; or

(b) Identifies itself as a caterer.

(11) “Catering services” means the preparation or provision and the serving of food or drink by a food service facility for service at the provider's premises or elsewhere in connection with a:

(a) Specific public event; or

(b) Business or social function or affair.

(12) “Commercially sterile” means the condition achieved by the:

(a) Application of heat, pressure, or other energy or matter that renders a food free of:

(i) Microorganisms capable of reproducing in the food under normal nonrefrigerated conditions of storage and distribution; and

(ii) Viable microorganisms, including spores, that may cause disease; or

(b) Control of water activity and the application of heat, pressure, or other energy or matter that renders the food free of microorganisms capable of reproducing in the food under normal nonrefrigerated conditions of storage and distribution.

(13) Comminuted.

(a) “Comminuted” means reduced in size by methods including:

(i) Chopping;

(ii) Flaking;

(iii) Grinding; or

(iv) Mincing.

(b) “Comminuted” includes fish, meat, or a mixture of products that are reduced in size and restructured or reformulated, such as:

(i) Gefilte fish;

(ii) Formed roast beef;

(iii) The meat used in gyros;

(iv) Ground beef; and

(v) Sausage.

(14) “Condiment” means a food or seasoning used to enhance the flavor of another food, including:

(a) Mustard;

(b) Ketchup;

(c) Mayonnaise;

(d) Relish;

(e) Salt;

(f) Pepper;

(g) Sugar; or

(h) Chutney.

(14-1) “Consumer” means a person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food service facility or food processing plant, and does not offer the food for resale.

(15) “Consumer advisory” means a written notification to consumers that:

(a) Identifies food of animal origin that is served or sold as a ready-to-eat food or as an ingredient in a ready-to-eat food that is:

(i) Raw;

(ii) Undercooked; or

(iii) Not otherwise processed to eliminate pathogens; and

(b) Reminds consumers that consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase the risk of foodborne illness, especially if the consumer has certain medical conditions.

(16) Continental Breakfast.

(a) “Continental breakfast” means a meal that does not require major food preparation as specified in Regulation .28G(1) of this chapter.

(b) “Continental breakfast” includes foods such as:

(i) Coffee and tea;

(ii) Juice;

(iii) Cereal;

(iv) Milk and cream;

(v) Whole fresh fruit;

(vi) Pastries;

(vii) Bread;

(viii) Donuts;

(ix) Butter and margarine; and

(x) Jams and jellies.

(c) “Continental breakfast” does not include foods such as:

(i) Eggs cooked outside of the shell;

(ii) Meat; and

(iii) Fruit salad prepared on premises.

(17) “Corrosion resistant” means the property that allows a material to maintain sanitary surface characteristics under the influence of prolonged contact with:

(a) Food;

(b) Cleaning compounds;

(c) Sanitizing solutions; and

(c) Sanitizing solutions; and

(d) Other conditions of the environment.

(17-1) “Cottage food business” means a business that:

(a) Produces or packages cottage food products in a residential kitchen in Maryland; and

(b) Has annual revenues from the sale of cottage food products in an amount not exceeding $50,000 .

(17-2) “Cottage food product” means:

(a) A non-potentially hazardous food as specified in Regulation .27 of this chapter that is offered for sale:

(i) Directly to a consumer from a residence, by personal delivery, by mail delivery, at a farmer’s market, or at a public event; or

(ii) To a retail food store if the cottage food product remains in the original packaging; and

(b) A food that is not offered for sale through interstate commerce.

(17-3) “County of origin” means the county in which the base of operations of a mobile food service facility is located.

(18) “Critical control point (CCP)” means a point in the preparation or processing of food where there is a reasonable likelihood that improper control may cause, allow, or contribute to a hazard to public health.

(19) Critical Item.

(a) “Critical item” means a food safety requirement that if violated requires:

(i) Immediate correction;

(ii) The cessation of some or all processing operations; or

(iii) Plant closure.

(b) “Critical item” includes the following requirements:

(i) Obtaining food from an approved source;

(ii) Protecting food from adulteration, spoilage, and contamination;

(iii) Restricting food workers with infection or diarrhea in accordance with COMAR 10.06.01;

(iv) Ensuring that all food workers wash hands thoroughly before touching food and utensils, and as often as needed to prevent food contamination from hand contact;

(v) Cooling potentially hazardous foods in accordance with the requirements of this chapter;

(vi) Holding potentially hazardous foods at the hot and cold temperatures specified in this chapter;

(vii) Cooking and reheating potentially hazardous foods in accordance with the requirements of this chapter;

(viii) Providing potable hot and cold running water; and

(ix) Discharging sewage from the facility in accordance with all applicable State and local codes.

(20) “Critical limit” means the maximum or minimum value to which a physical, biological, or chemical parameter must be controlled at a critical control point to minimize the risk that an identified potential food safety hazard may occur.

(21) “Department” means the Maryland Department of Health or the Department's designee.

(22) “Detention order” means a written notification by the approving authority to the person-in-charge of a food service facility to detain food that may be adulterated or misbranded, pending a determination of the food's status and disposition in accordance with Health-General Article, §§21-253 and 21-254, Annotated Code of Maryland.

(23) “Easily cleanable” means the property of a surface that allows the surface to:

(a) Be readily accessible; and

(b) Have soil and residue removed by routine cleaning methods.

(24) “Egg carton” means a container holding up to 36 shell eggs, including overwrapped cartons and sleeves, that is used to pack shell eggs for distribution or sale to a consumer.

(25) “Egg case” means a container that:

(a) Is not a carton;

(b) Holds either loose shell eggs or cartons of eggs; and

(c) Is used to pack shell eggs for distribution or sale to a consumer.

(26) “Employee” means:

(a) The licensee;

(b) An individual having supervisory or management duties;

(c) An individual on the payroll;

(d) A volunteer;

(e) An individual performing work under contractual agreement; or

(f) Any other individual working in a food service facility.

(27) Equipment.

(a) “Equipment” means an item, other than a utensil, that is used in the operation of a food establishment for:

(i) Storage;

(ii) Preparation;

(iii) Display;

(iv) Washing; or

(v) Transportation.

(b) “Equipment” includes a:

(i) Stove;

(ii) Oven;

(iii) Hood;

(iv) Slicer;

(v) Grinder;

(vi) Mixer;

(vii) Scale;

(viii) Meat block;

(ix) Table;

(x) Food shelf;

(xi) Refrigerator;

(xii) Freezer;

(xiii) Sink;

(xiv) Ice maker; or

(xv) Another item used in the operation of a food service facility.

(c) “Equipment” does not include a:

(i) Forklift truck; or

(ii) Dolly.

(28) “Excluded organization” means a volunteer fire company or bona fide nonprofit fraternal, civic, war veterans’, religious, or charitable organization or corporation that does not serve food to the public more often than 4 days per week, except that once a year an organization may serve food to the public for up to 30 consecutive days.

(29) Farm.

(a) “Farm” means a place where agricultural commodities are grown, raised, or harvested for commercial purposes.

(b) “Farm” includes a place where, for commercial purposes:

(i) Crops are grown and harvested;

(ii) Fruit, nuts, or other agricultural commodities are harvested from trees; or

(iii) Animals are raised, fed, and managed for meat or other agricultural commodities.

(30) Farmer's Market.

(a) “Farmer's market” means a place where a person offers or sells one or more of the following food products directly to the public:

(i) Raw agricultural products;

(ii) Products processed in a private home kitchen, as set forth in Regulation .27 of this chapter;

(iii) Products that are not potentially hazardous and do not require refrigeration that are processed in a food processing plant licensed and operated according to COMAR 10.15.04.19; or

(iv) Eggs in compliance with Regulation .05A(8) of this chapter.

(b) “Farmer's market” does not include a food service facility.

(31) “Food” means:

(a) A substance that is used as:

(i) Food or drink for human beings; or

(ii) A component of food or drink for human beings; or

(b) Chewing gum or any substance that is a component of chewing gum.

(32) “Food-contact surface” means a surface:

(a) Of equipment and utensils with which food normally comes in contact; or

(b) From which food may drain, drip, or splash onto a:

(i) Food; or

(ii) Surface normally in contact with food.

(33) “Food processing plant” has the meaning stated in COMAR 10.15.04.02B.

(34) Food Service Facility.

(a) “Food service facility” means:

(i) A place where food or drink is prepared for sale or service on the premises or elsewhere; or

(ii) An operation where food is served to or provided for the public with or without charge.

(b) “Food service facility” includes:

(i) A restaurant, coffee shop, cafeteria, short order cafe, luncheonette, tavern, sandwich stand, soda fountain, retail market, or retail bakery outlet;

(ii) A food operation in an industry, institution, health care facility, club, school, camp, church, catering kitchen, commissary, or a similar place in which food or drink is prepared for sale or for service on the premises or elsewhere; and

(iii) A micro market licensed under Business Regulation Article, Title 17, Subtitle 17, Annotated Code of Maryland, and meeting the requirements of this chapter as a food service facility.

(c) “Food service facility” does not include a:

(i) Facility that offers only prepackaged foods that are not potentially hazardous as specified in §B(55)(c) of this regulation;

(ii) Kitchen in a private home where food is prepared at no charge for guests in the home, for guests at a social gathering that is not a public event, or for service to unemployed, homeless, or another disadvantaged population;

(iii) Food preparation or serving area where food is prepared or served only by an excluded organization;

(iv) Hotel, lodging, or rooming house that serves only a continental breakfast;

(v) Farmer’s market or a public event where food products as specified in §B(30)(a) of this regulation are sold;

(vi) Bake sale where only non-potentially hazardous bakery goods, including breads and pastries, are sold in conjunction with a fundraising event; or

(vii) Cottage food business.

(35) Game Animal.

(a) “Game animal” means an animal:

(i) That is food for human beings; and

(ii) That is not classified as cattle, sheep, swine, goat, mule, or other equine.

(b) “Game animal” includes:

(i) Reindeer;

(ii) Elk;

(iii) Deer;

(iv) Antelope;

(v) Water buffalo;

(vi) Bison;

(vii) Rabbit;

(viii) Squirrel;

(ix) Opossum;

(x) Raccoon;

(xi) Nutria;

(xii) Muskrat;

(xiii) Bear; and

(xiv) Nonaquatic reptiles such as land snakes.

(c) “Game animal” does not include ratites such as:

(i) Ostrich;

(ii) Emu; and

(iii) Rhea.

(36) “Hazard” means a biological, chemical, or physical property that may be detrimental to public health.

(37) “Hazard analysis critical control point (HACCP) plan” means a written plan that delineates the procedures for maintaining control of potentially

(37) "Hazard analysis critical control point (HACCP) plan" means a written plan that delineates the procedures for maintaining control of a specific potentially hazardous food at the critical control points of food preparation or processing.

(38) Health Care Facility.

(a) "Health care facility" means:

(i) A hospital, as defined in Health-General Article, §19-301, Annotated Code of Maryland;

(ii) A related institution, as defined in Health-General Article, §19-301, Annotated Code of Maryland;

(iii) An ambulatory surgical facility or center as defined in Health-General Article, §19-114, Annotated Code of Maryland;

(iv) An inpatient facility that is organized primarily to help in the rehabilitation of disabled individuals, through an integrated program of medical and other services provided under competent professional supervision;

(v) A home health agency, as defined in Health-General Article, §19-401, Annotated Code of Maryland;

(vi) A hospice facility, as defined in Health-General Article, §19-901, Annotated Code of Maryland; or

(vii) Another health institution, service, or program for which Health-General Article, §19-114(d)(1)(ix), Annotated Code of Maryland, requires a certificate of need.

(b) "Health care facility" does not include the facilities, institutions, and offices set forth in Health-General Article, §19-114(d)(2), Annotated Code of Maryland.

(39) "Hermetically sealed container" means a container that:

(a) Is secure against the entry of microorganisms; and

(b) Maintains the commercial sterility of the contents after processing.

(40) "Juice" means:

(a) The aqueous liquid expressed or extracted from one or more fruits or vegetables;

(b) Purees of the edible portion of one or more fruits or vegetables; or

(c) Any concentrate of the liquid or puree as referenced in §B(40)(a) and (b) of this regulation.

(41) "License" means the authority to operate a food service facility within the State in accordance with this chapter and Health-General Article, Title 21, Subtitles 1, 2, and 3, Annotated Code of Maryland.

(42) "Loose eggs" means shell eggs not contained in a carton.

(43) "Lot designation" means a method of marking packed or packaged shell eggs to enable the packer and the approving authority to trace the eggs to the flock that produced the eggs.

(44) Major Food Allergen.

(a) "Major food allergen" means:

(i) Milk;

(ii) Egg;

(iii) Fish such as bass, flounder, or cod;

(iv) Crustacea such as crab, lobster, or shrimp;

(v) Tree nuts such as almonds, pecans, or walnuts;

(vi) Wheat;

(vii) Peanuts;

(viii) Soybeans; and

(ix) A food ingredient that contains protein derived from milk, egg, fish, tree nuts, wheat, peanuts, or soybeans.

(b) "Major food allergen" does not include:

(i) A highly refined oil derived from a food specified in §B(44)(a) of this regulation and any ingredient derived from a highly refined oil; or

(ii) An ingredient that is exempt in regard to food allergen labeling requirements under the petition or notification process specified in 21 U.S.C. §343(w)(6) and (7).

(44-1) "Micro market" means an unstaffed, self-checkout retail food service facility that:

(a) Includes one or more micro market displays;

(b) Has an automated payment kiosk or other device designed to accept electronic payments that is operated by the consumer;

(c) Is located indoors and within a separate business; and

(d) Is generally accessible only to individuals within the building in which the food service facility is located.

(44-2) "Micro market display" means the place where the food being sold by a micro market is displayed, including:

(a) An open rack;

(b) A refrigerator or a refrigerated cooler;

(c) A freezer;

(d) A vending machine;

(e) A beverage dispenser; or

(f) A single-serve coffee brewer.

(45) “Misbranded” has the meaning stated in Health-General Article, §21-210, Annotated Code of Maryland.

(46) Mobile Food Service Facility.

(a) “Mobile food service facility” means a food service facility that is a mechanically, electrically, manually, or otherwise propelled vehicle operating on land or water that moves as part of its routine operation to:

(i) Change location for sales;

(ii) Obtain food and other supplies;

(iii) Fill potable water supply holding tanks;

(iv) Empty wastewater holding tanks; or

(v) Provide for the cleaning and sanitization of equipment and utensils.

(b) “Mobile food service facility” does not include a food service facility that is able to be moved but does not move routinely for a purpose set forth in §B(46)(a) of this regulation.

(46-1) “Mobile reciprocity license” means a license issued to a mobile food service facility that:

(a) Is operating in the jurisdiction;

(b) Is operating within 90 miles of its base of operations; and

(c) Holds a valid license from the county of origin.

(47) “Non-potentially hazardous food” means food named or described in §B(55)(c) of this regulation.

(48) “On-farm food service facility” means a temporary food service facility that:

(a) Is located on a farm;

(b) Serves only those foods approved by the Department, based on a:

(i) Review of the facility, equipment, and processing hazards; and

(ii) Determination that these foods can be prepared safely and in a manner that conforms to applicable laws and regulations; and

(c) Operates during a period of time of not more than 30 consecutive days with up to two renewals in a 1-year period.

(49) “Package” means a bottle, can, carton, bag, or wrapped container.

(50) “Packer” means a person who places shell eggs in the original case, carton, or container that is used to hold eggs for:

(a) Distribution; or

(b) Sale to a consumer.

(51) “Person” has the meaning stated in Health-General Article, §§1-101 and 21-101, including:

(a) An operator of a facility that is owned by the State or local unit of government; or

(b) A State or local unit of government if the State or local unit of government is the operator of the facility.

(52) “Person-in-charge” means:

(a) The licensee; or

(b) Another person responsible for the operation of a food service facility.

(53) “pH” means the symbol for the negative logarithm of the hydrogen ion concentration in gram equivalents per liter of solution where:

(a) pH values from 0 to 7 indicate acidity;

(b) pH values from 7 to14 indicate alkalinity; and

(c) The pH value for pure distilled water, regarded as neutral, is 7.

(54) “Portable” means that equipment:

(a) Can be easily moved because the equipment is:

(i) Small in size and weighs 80 pounds or less;

(ii) Mounted on casters, gliders, or rollers; or

(iii) Provided with a mechanical means of safely tilting for cleaning; and

(b) Has one of the following:

(i) No utility connection;

(ii) A utility connection that disconnects quickly; or

(iii) A flexible utility connection line long enough to permit the equipment to be moved for thorough cleaning.

(55) Potentially Hazardous Food.

(a) “Potentially hazardous food” means a natural or synthetic food that requires temperature control because the food is in a form capable of supporting:

(i) The rapid and progressive growth of infectious or toxigenic microorganisms;

(ii) The growth and toxin production of Clostridium botulinum; or

(iii) In raw shell eggs, the growth of Salmonella Enteritidis.

(b) “Potentially hazardous food” includes:

(i) A food of animal origin that is raw or heat-treated;

(ii) A food of plant origin that is heat-treated;

(iii) Raw seed sprouts;

(iv) Cut melons;

(v) Cut raw tomatoes;

(vi) Garlic and oil mixtures that support growth as specified in §B(55)(a)(i) and (ii) of this regulation; and

(vii) Cut leafy greens.

(c) “Potentially hazardous food” does not include a:

(i) Hard-boiled shell egg that has been air-cooled with the shell intact;

(ii) Food with an $a_w$ value of 0.85 or less;

(iii) Food with a pH level of 4.6 or below when measured at 75°F;

(iv) Commercially sterile food in a hermetically sealed container; or

(v) Food for which laboratory evidence demonstrates that the rapid and progressive growth of infectious and toxigenic microorganisms or the growth of Salmonella Enteritidis in eggs or Clostridium botulinum cannot occur, such as a food that has an $a_w$ or a pH that is above the levels specified in §B(55)(c)(ii)and(iii) of this regulation or that may contain a preservative, other barrier to the growth of microorganisms, or a combination of barriers that inhibit the growth of microorganisms.

(56) “Poultry” means a:

(a) Domesticated bird whether live or dead including a:

(i) Chicken;

(ii) Turkey;

(iii) Duck;

(iv) Goose;

(v) Guinea;

(vi) Ratite; or

(vii) Squab; and

(b) Migratory waterfowl or game bird whether live or dead, including a:

(i) Pheasant;

(ii) Partridge;

(iii) Quail; or

(iv) Grouse.

(57) “Premises” means the physical food service facility and the contiguous land or property under the control of the operator or the licensee.

(58) “Principal display panel” means the part of a container that is most likely to be displayed, presented, shown, or examined under customary conditions of display for retail sale.

(59) “Priority assessment” means an evaluation of risk in a food service facility using the parameters established by the Department in Regulation .33C of this chapter.

(60) Public Event.

(a) “Public event” means an event or festival that is a planned gathering that is:

(i) Open to the public; and

(ii) Regulated by the State or local jurisdiction in which the planned gathering takes place.

(b) “Public event” includes an event or festival:

(i) Attended by individuals from the general public whether or not a fee is charged; or

(ii) Advertised with fliers, banners, newspaper articles, radio or television announcements, or on an Internet website as being open to the public.

(c) “Public event” does not include a:

(i) Private party;

(ii) An event restricted to organization members; or

(iii) Another event that restricts the general public from attending.

(61) “Raw agricultural product” means a whole, unprocessed agricultural product supplied directly from the farm on which it was produced, including:

(a) Grains;

(b) Flowers;

(c) Herbs;

(d) Nuts;

(e) Fruits;

(f) Vegetables; and

(g) Honey.

(62) Ready-to-Eat Food.

(a) “Ready-to-eat food” means food in a form that is edible without washing, cooking, or additional preparation by the food service facility or the consumer.

(b) “Ready-to-eat food” includes:

(i) Potentially hazardous food that is cooked to the temperature and time required for a specific food as set forth in Regulation .10 of this chapter;

(ii) Raw fruits and vegetables that are washed and cut;

(iii) Whole, raw fruits and vegetables that are presented for consumption without need for further washing, such as at a buffet; and

(iv) A food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

(62-1) “Reconditioned” means reprocessing a food using an approved method that results in a food that is safe, wholesome, and free from contamination.

(63) “Reconstituted” means water or other liquid has been restored to a food that was previously dehydrated.

(64) Reduced Oxygen Packaged.

(a) “Reduced oxygen packaged” means that a food was packaged so that the amount of oxygen in the package is below that found in the surrounding atmosphere due to the:

(i) Mechanical evacuation of oxygen;

(ii) Displacement of oxygen with one or more gases; or

(iii) Reduction of the oxygen content by other means.

(b) “Reduced oxygen packaged” includes food that is:

(i) Vacuum packaged;

(ii) Modified atmosphere packaged; and

(iii) Controlled atmosphere packaged.

(65) “Refrigerated food” means a food that:

(a) Is not shelf stable;

(b) Must be refrigerated to:

(i) Retard the growth of spoilage or pathogenic microorganisms; and

(ii) Prevent the production of microbial toxins; or

(c) Is labeled by the manufacturer with a statement indicating that the product is to be kept refrigerated.

(66) “Registration” means the process by which the Maryland Department of Agriculture grants the authority to a packer within the State to provide shell eggs for human consumption.

(67) “Registration number” means the number that the Maryland Department of Agriculture assigns a packer.

(68) “Retail food manufacturing” means the manufacturing of food in a food service facility for wholesale distribution.

(68-1) Retail Food Store.

(a) “Retail food store” means a licensed food service facility that sells prepackaged food items either fresh, refrigerated, frozen, or shelf-stable.

(b) “Retail food store” includes a grocery store, convenience store, retail market, retail bakery, or food cooperative.

(c) “Retail food store” does not include a restaurant, mobile food service facility, coffee shop, cafeteria, short order café, luncheonette, tavern sandwich shop, produce stand that only offers whole, uncut fresh fruits and vegetables, or establishment that offers only pre-packaged non-potentially hazardous foods.

(69) “Sanitization” means a heat or chemical treatment on cleaned food contact surfaces that is sufficient to yield a 99.999 percent reduction of the number of representative disease microorganisms of public health significance.

(70) “Seasonal food service facility” means a food service facility that

(70) "Seasonal farmer's market producer sampling food service facility" means a facility that:

(a) Serves only foods that are prepared and offered as samples by a producer of a farm product at a farmer's market or a public event, such as:

(i) Farm products as specified in §B(30)(a) of this regulation; or

(ii) Farm products that have been inspected, licensed, or certified for food safety by the Maryland Department of Agriculture;

(b) Serves food only produced by the licensee;

(c) Serves only those foods approved by the Department, based on a:

(i) Review of the facility, equipment, and processing hazards; and

(ii) Determination that these foods can be prepared safely and in a manner that conforms to applicable laws and regulations; and

(d) Operates during a period of time of not more than a 1-year period from the date of issuance or renewal of the license.

(71) "Secretary" means the Secretary of Health or the Secretary's designee.

(72) "Semi-permanent food service facility" means a facility that:

(a) Is built at a location other than where it operates;

(b) Is transported as a complete unit that does not require a building permit to install on the location at which it operates;

(c) Has no indoor seating for patrons;

(d) When serving cooked food, serves only foods cooked for immediate service; and

(e) Is not a mobile food service facility as specified in §B(46) of this regulation.

(73) "Service animal" has the meaning stated in Human Services Article, §7-701, Annotated Code of Maryland.

(74) "Shell eggs" means raw eggs produced by chickens for human consumption.

(75) "Shellfish" means all species of:

(a) Oysters, clams, or mussels, whether:

(i) Shucked or in the shell;

(ii) Raw, including post-harvest processed;

(iii) Frozen or unfrozen; and

(iv) Whole or in part; and

(b) Scallops in any form, except when the final product is the adductor muscle only.

(76) Single Service Article.

(a) "Single service article" means an article designed, fabricated, and intended for one-time consumer use.

(b) "Single service article" includes a:

(i) Utensil;

(ii) Cup;

(iii) Plate;

(iv) Stirrer;

(v) Napkin;

(vi) Straw;

(vii) Toothpick;

(viii) Food container;

(ix) Place mat;

(x) Food package; or

(xi) Similar item.

(77) Single Use Article.

(a) "Single use article" means an article intended by the manufacturer for one-time use by the preparer of the food.

(b) "Single use article" includes a:

(i) Bulk food container;

(ii) Utensil;

(iii) Formed aluminum pie pan;

(iv) Jar;

(v) Plastic bucket; or

(vi) Similar item.

(78) Special Food Service Facility.

(a) “Special food service facility” means a food service facility for which the Department provides exceptions to certain regulations because of the nature of one or more of the following:

(i) Design and operation of the facility;

(ii) Food preparation or service methods; or

(iii) Limited length of time that the facility operates in association with special events.

(b) “Special food service facility” includes:

(i) A bed and breakfast that serves hot meals;

(ii) A mobile unit;

(iii) A temporary food service facility;

(iv) A semi-permanent food service facility;

(v) An on-farm food service facility; or

(vi) A seasonal farmer’s market producer sampling food service facility.

(79) Tableware.

(a) “Tableware” means multi-use eating, drinking, and serving utensils.

(b) “Tableware” includes:

(i) Knives;

(ii) Forks;

(iii) Spoons;

(iv) Bowls;

(v) Cups;

(vi) Serving dishes;

(vii) Tumblers; and

(viii) Plates.

(80) “Temporary food service facility” means a food service facility that operates at a fixed location for up to 30 consecutive days in conjunction with a:

(a) Fair;

(b) Carnival;

(c) Public exhibition;

(d) Construction project;

(e) Recreational facility;

(f) Fundraising event; or

(g) Similar gathering.

(81) “Time-only” means using time instead of time in conjunction with temperature as the sole means of food protection for a potentially hazardous food.

(82) “Undercooked” means a potentially hazardous food that is not cooked to the minimum internal temperature and for the specified holding time specified in Regulation .10A of this chapter.

(83) “Utensil” means tableware or a food-contact implement used in the storage, preparation, dispensing, or serving of food.

(84) “Vending machine” means a self-service device that dispenses either packaged or unpackaged food.

(85) “Warewashing” means the cleaning and sanitizing of food-contact surfaces of equipment or utensils.

(86) Whole Muscle, Intact Beefsteak.

(a) “Whole muscle, intact beefsteak” means a beefsteak cut from whole muscle beef that has not been penetrated in a way that may allow infectious or toxigenic microorganisms to be introduced into the interior of the meat.

(b) “Whole-muscle, intact beefsteak” does not include meat that has been:

(i) Injected;

(ii) Mechanically tenderized;

(iii) Reconstructed; or

(iv) Scored.

Maryland
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**ITEM 23**

Food Truck Thursdays
6h ·

🍔🍕 Odenton, are you ready for Food Truck Nites? 🚚🎉
Join us this Thursday from 4-7:30 pm and treat yourself to an evening filled with incredible food, good vibes, and a great time with friends and family! We've got the best food truck lineup waiting for you. Bring your appetite, and let's make it a night to remember!
Odenton Volunteer Fire Company
Thursdays 4-7-30pm
(Food Trucks are subject to change without notice)
#Od... See more














**23 - 29**

6 2

**NSF certification**

Executive summary: There are vendors with mobile smokers that would like to operate in Worcester County. Several operate in nearby counties, including Somerset and Accomack, but cannot operate here because their smoker does not have NSF or equivalent certification. According to these vendors, NSF certification is expensive and may not be available for certain mobile units. At least one of these vendors has a smoker from Primitive Pits, a company with units in use across the country, particularly in Texas. The company has provided information regarding its units and their safety.

Questions:

- Would adequate reciprocity make this a moot point? If someone is licensed by Somerset, for example, can't they operate here with a reciprocity license whether their unit is mobile or not?
- Is there an alternative to NSF certification we could explore locally?
- Often these smokers are commercial grade, high quality pieces of equipment. Bark Barbecue in Stevensville, for example, has two of these smokers. How are other jurisdictions permitting vendors who want to offer smoked meats?
- Are the volunteer fire companies' barbecues NSF certified?
- As mentioned in August, there is the issue of home smokers such as those that are available to Worcester County residents at places like Walmart. As Commissioner Elder pointed out at the time, these units don't have NSF certification. Does that mean they're unsafe?
- Would it be appropriate for the health department to hire someone who could evaluate smokers and make reasonable judgment calls, utilizing Part B of COMAR 10.15.03.15?

References:

- Primitive Pit specs and letter
- Bark Barbecue webpage

To Whom It May Concern: January 23, 2024

Primitive Pits purchases our tank stock from Blossman Gas, Incorporated, which is a national liquid propane service provider. Vessels are previously used only as liquid propane tanks for home or commercial use. When decommissioned, we purchase the tanks to be fully restored as offset barbecue smokers.

Each tank is cleaned with bleach and water, then sandblasted and sanitized again once completed. We ensure the interior of the cooking vessel is free of any areas where bacteria can build up.

Each unit has a 2" grease drain, which can adequately remove grease into a temporary holding unit to be disposed similar to a deep fryer.

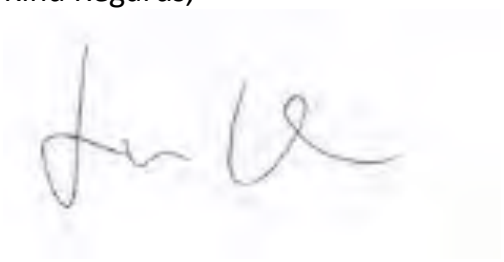
The cooking grates are made of ¾" mild steel with non-burred finish. The grate material we use is the same material found on many BBQ smokers and grills across the US. We do not use chemical paints or primers which eliminates peeling and flaking.

The thermometers are Tel-Tru 300D self-calibrating and the same devices found in many commercial cooking vessels.

Primitive Pits offset smokers meet the requirements of parts 4-1 and 4-2 of the 2017 FDA Food Code.

We have thousands of BBQ smokers in the commercial marketplace across the US, and in several locations internationally including Norway, the UK and Australia. We take great responsibility ensuring the safety of our customers, their patrons, and the general public.

Kind Regards,



Jimmy "JD" Daniel

# WELCOME TO THE PRIMITIVE PITS FAMILY!

"Because it's great barbecue we're after"

## Welcome to Primitive Pits

Thank you for choosing Primitive Pits. We are very proud of our product, handcrafted right here in the United States. Please review the information in this packet carefully, as it will provide valuable instruction and useful tips when using your new Primitive Pits offset smoker. Instructional videos are also available on our Primitive Pits YouTube page.

## * DANGER, WARNINGS, and CAUTIONS *

- *Failure to follow the "Dangers, Warnings, and Cautions" may result in serious bodily injury, death, or fire.*
- *Read this manual completely before using your Primitive Pits Smoker for the first time.*
- *Do not use indoors! This smoker is for outdoor use only.*
- *Do not leave pets, infants, or children unattended near a smoker while in use.*
- *Keep the grill a minimum of 12 inches away from combustible surfaces.*
- *Do not use lighter fluid, gasoline, or any other highly flammable fluids to ignite or re-ignite your smoker.*
- *Do not use or store lighter fluid, gasoline or any other highly flammable fluids within five feet of the smoker.*
- *Do not transport your grill while operating or when the grill is hot. Make sure the fire is out and the grill is cool before moving.*
- *Exterior surfaces on the grill will be hot when in use and during cool down.*
- *Should a grease fire occur, keep all doors closed and the top stack baffle shut until the fire is out. This will starve the oxygen and the fire will not sustain.*
- *Use heat resistant gloves when operating the grill.*

*• Do not remove any ash until the fire has completely burned out and is fully extinguished.*
*• Check www.primitivepits.com for more information on updates and new product information.*

Getting Started with your New Primitive Pit
Place your Primitive Pits smoker on a level, fireproof surface at least 12 inches away from any combustible surface.

LOOSE COMPONENTS FOR YOUR NEW PRIMITIVE PIT CAN BE FOUND INSIDE THE FIREBOX.

Thermometers:
Every Primitive Pit will come with auto calibrated TelTru thermometers, the most reliable temp gauge in the industry. To date, our company has shipped over 20,000 TelTru thermometers with no known defects.

We do not recommend using anything to tighten thermometers. We recommend hand tightening to 3 o'clock and then use a wrench (adjustable is fine) to finish tightening up 1/4 of a turn.

## Care and Maintenance

We manufacture each smoker from raw steel materials. At the completion of each build, we clean each smoker out preparing for it to be shipped or picked up. In transit to its new home, the smoker will have tiny metal fragments and metal residue fall or blow around the smoker. We advise you to pressure wash or hose off the grates before the first cook. After washing or pressure washing the grates, you can air dry and re-apply oil (Canola oil, Pam, tallow, etc). In the sunlight you will be able to further inspect the grates.

Cleaning Cooking Grates

Wash new grates with warm soapy water and air dry before lightly coating with vegetable oil and placing them back in your smoker. After the first cook, grates can be cleaned by using a long-handled grill brush.

Seasoning

Seasoning your new offset prior to your first cook is a *vital* step in getting your offset ready for some low and slow barbecue.

To season, you should liberally coat all grates with a food safe oil in a new, clean spray bottle.

In addition, coat the interior of the cooking chamber (only) with a food safe oil. Do not add oil to the firebox.

Our choice for oil is canola oil for the grates and inside the chamber. There are a multitude of good food grade, high smoke point oils in the marketplace. Olive Oil, Grapeseed Oil, Soy Oil, etc., all can be found at your local grocery store.

Once you have sprayed food grade oil on the grates and inside the cooking chamber, you can then start a fire and begin to *slowly* raise the temperature.

As with smoking meat, you need to establish a good coal bed. Our objective is to run a clean smoke stack, so more seasoned wood tends to work better for the seasoning process.

*During this initial seasoning/burnout, keep the cooking chamber 200–275 degrees Fahrenheit. DO NOT heat the chamber above 275 degrees Fahrenheit and DO NOT attempt to cook any food during this process. Burn for a minimum of four (4) hours, but preferably six (6) hours. After four (4) hours, you could add a meat (such as ground beef) to assist in the seasoning process.

This initial burn will give you an opportunity to begin to learn the responsiveness of the unit as you load splits of wood. As the unit burns off the oil and begins to season the metal you will begin to see clean smoke coming out of the stack.

You will see a lot of smoke in the early first hours of the seasoning process. This is the oil burning off slowly and beginning to create the needed environment for barbecue.

On occasion, grease may find its way through a "worm hole" in the weld. This hole is not a leak. This is normal and no cause for concern. As you cook and season your smoker, this worm hole will clog. You can also apply food grade silicon to the spot. We also suggest not using excessive amounts of oil on the inside of your smoker when seasoning.

## Maintaining the exterior of your smoker

### Patina/Raw Finish Smokers

For our raw, patina tank smokers, minimal maintenance is needed. The patina on the tank acts as a protective finish on the smoker. Linseed oil can be used on the exterior of the smoker to protect against rusting/aging, and even gives it a bit of a shine. NEVER USE LINSEED OIL ON THE INTERIOR OF THE SMOKER.

### Custom Painted Smokers

Painted smokers cannot withstand temperatures over 325 degrees Fahrenheit. (Avoid high temperatures as it is also not recommended for cooking.) High temperatures can and will cause paint to discolor and possibly bubble. Additionally, discoloration is normal on the firebox door face due to exposure to fire and soot. Keep a painted smoker clean by hosing it off with water and mild soap.

CAUTION: Rags soaked in Linseed Oil can SPONTANEOUSLY COMBUST and cause fire. Place disposed rags in a can or jar full of water and seal. Rags not disposed of properly can cause fire damage, serious injury, or even death.

## Cleaning

The more you cook, the more seasoned your smoker will become, but with seasoning comes a habitat for bacteria and of course fires. We don't want either of these!

Bacteria will begin to grow if your smoker is not used for long periods of time. It is important to clean the grates and the bottom interior floor of the unit after each cook. We recommend a 4" paint scraper. Stainless steel is preferred, but a plastic scraper will suffice. Scrape the bottom from the grate down to the center point of the bottom. Scoop out and throw away.

Cleaning the grates is also essential after each cook. You can use a grill safe brush but be very careful not to leave any wire remains on the grate surface. It is never a fun day to bite down on a tasty piece of barbecue with a metal brush bristle stuck to it. We even recommend using a nylon brush or again a 4" scraper.

It is always important to get your cooking chamber up to 200 degrees Fahrenheit for a minimum of 30-minutes prior to placing meat on the grate. This will also help in providing a food safe environment in your smoker. There are several ways to accomplish this: 1) You can slowly acclimate the chamber, taking the heat of the chamber up in an estimated hour and fifteen (15) minutes. 2) You can bring the chamber temperature slightly higher at 275-285 degrees Fahrenheit, and then let it cool down to the desired starting temperature. This ensures that all of the steel chamber is up to temp.

At the beginning of the season and then before storing away for long periods of time, de-grease the interior with a citrus based cleaning solution. Always make sure your smoker is completely cool before disposing of ash or cleaning the chamber. A stiff brushed can be used to clean any build-up on the inside of your smoker. If storing for a long period of time, you can liberally re-oil the grates and chamber again (once it is 100% dry).

## Fire Management Tips

Always use dry, 20% moisture or less wood. The optimal coal bed is 18" x 24". Keep the stack open, and the firebox door cracked. Stack the cook wood log-cabin style. If you have a top rack, start out just using/cooking on the main grates. Dial in the temp/fire management just using the main grates then move on to cooking with the top racks.

Safety Recommendations:

If you don't keep your smoker clean, there is a chance the fire from the firebox will jump into chamber. Always keep a clean smoker!

Never store the smoker indoors while cooking and always let the smoker cool 24 hours before moving back into a shed, garage or indoors.

Make sure the firebox is empty and no ash remains in the firebox before moving the smoker indoors. Ash can stay hot for 24-48 hours after you've placed your last split in the firebox.

*In the case of a fire inside your cooking chamber, the easiest and safest way to stop the fire is to 1. Shut the firebox door and firebox baffle, 2. Shut the smokestack and keep the chamber door closed. It's better to lose barbecue than to have an out of control fire. Closing down the smoker will stop the fire. Without oxygen, fire cannot survive*.

* IMPORTANT SAFTEY NOTICE!

Rags soaked in Linseed Oil can SPONTANEOUSLY COMBUST and cause fire. Place disposed rags in a can or jar full of water and seal. Rags not disposed of properly can cause fire damage, serious injury, or even death.

Primitive Pits Return Policy:

We do not accept returns. However, if you have an issue with our product once it is delivered to you, we are here to help and will do everything within reason to make sure your new Primitive Pits smoker is to your satisfaction. If you have an issue with your order, please do not hesitate to call us at 404.955.7487or email us at primitivepits@gmail.com.

THANK YOU and WE APPRECIATE YOUR TRUST and BUSINESS!

Bark
BARBECUE CAFÉ

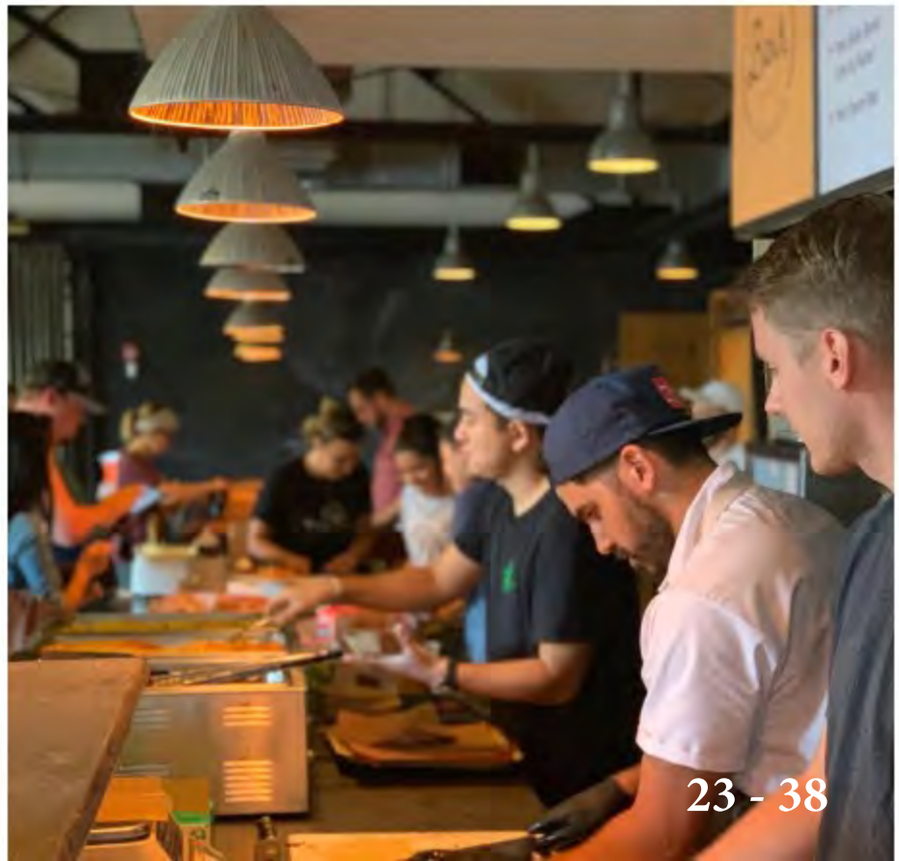
HOME CATERING THANKSGIVING FAMILY FEAST ...




## That Time in Austin.

Our love and appreciation for barbecue started where it starts for most others, in Austin, Texas. We have spent the last seven years dedicating our time and energy to learning how to create the Central Texas barbecue experience right here in our home state of Maryland. A passion to cook in our backyard with friends has become something we enjoy doing for our entire community. We were not sure where this barbecue journey would take us. At first, we enjoyed sharing our food through pop-ups and catering. In December of 2021, we opened our very first brick and mortar, Bark Barbecue Cafe on Kent Island, Maryland. We look forward to welcoming you to Bark.

-Berj Ghazarian, Co-Owner & Pitmaster



MARYLAND'S Coast WORCESTER COUNTY

Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 13, 2024
RE: Request for Presentation from State Department of Natural Resources Office of Coastal and Ocean Management

We are seeking your approval to send a letter requesting a presentation from the Maryland Department of Natural Resources' (DNR) Office of Coastal and Ocean Management at an upcoming meeting.

DNR has been tasked with developing an offshore wind – fisheries compensation plan. The department is becoming increasingly aware of the impact of US Wind's proposed operation and maintenance facility on the commercial fishing industry. To date, they've met with the commercial fisherman at least twice and are interested in a discussion with the county.

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**MEMORANDUM**

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 13, 2024
RE: Board Room Use Request for Snow Hill Town Meetings

We have received a request from the Town of Snow Hill to utilize the board room, adjacent to the commissioner chambers, for their town meetings.

The Mayor and Council meet monthly on the second Tuesday of each month at 7pm. They also routinely meeting on the first and last Tuesday of each month for a work session, starting at 5pm. Other board and commission meetings of the Town would take place elsewhere.

Other considerations to be worked out include staffing of the security vestibule, any potential schedule conflicts, and if the Town would like to piggyback on our contract with Swagit for recording and editing of the meetings.

We seek your approval to pursue this arrangement, utilizing this county space and its audio and visual technology, in a fashion that is cost-neutral to the county.