

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>

April 18th, 2023

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners’ Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, request to hire two emergency communications specialist trainees, and certain personnel matters with Human Resources, receiving legal advice, and performing administrative functions)	
10:00 - Call to Order, Prayer (Father John Solomon), Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from March 21st, 2023, March 28 th , 2023 and April 11, 2023 Meetings	
10:02 - Commendations (Years of Service, Worcester County Page) and Proclamations (Child Abuse Awareness Month, Fair Housing Month, Public Health Week, Sexual Assault Awareness Month, National Public Safety Telecommunicators Week)	1
10:10 - Consent Agenda (Request to Bid Paving, Request to Bid WWW Fuel System Upgrade, River Run Towns Turnover Documents, Shorepoint Cottage Court Small Project Agreement, DHCD Housing Bond Request, Tire Collection Event, Coastal Resiliency Fund Letter of Support, Out of State Travel Request, FY23 PRAR Grant Request, Special Project Grant Request, BARM Grant Request, FY24 PRAR Grant Request, Sex Offender Enforcement Grant Request, WAAG Grant Request, Tax Ditch Roll Certification)	2-16
10:15 - Chief Administrative Officer: Administrative Matters (AGH Presentation, Board of Education Budget Request, Fire EMS Audit Report, ARPA Funding Fire EMS Requests, Volunteer Fire EMS Budget Request, Berlin Fire Apparatus Loan, ARPA Allocation Audio Visual Equipment, Delmarva Power Easement Request, Dispatch Server Purchase, Recommendation to Award Advertising, Request to Purchase Recreation Center Bleachers, Synthetic Ice Rink Update, Cannabis Regulations Discussion, Proposed Renaming of Private Lane, Membrane Purchase, MD 611 MOU, Purnell Crossing Speed Reduction, Request to Transfer TCC Grant, Snow Hill Enterprise Zone, Board Appointments)	17-34 39-40
10:30 - Public Hearing on Refuge at Windmill	35
10:35 - Public Hearing on Sale of Liquor Control Warehouse Public Hearing on Sale of Economic Development Building Public Notice of Surplus Vehicles and Equipment	36-38
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

March 21, 2023

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 Bunting, seconded by Commissioner Abbott, 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, Human Resources Director Stacey Norton, Human Resources Deputy Director Pat Walls, Warden Fulton Holland, Major Paul House. Topics discussed and actions taken included the following: receiving a personnel update, hiring Collin Terlizzi as a maintenance worker within the Maintenance Division and John Simmons as a plant operator trainee within the Water and Wastewater Division of Public Works, and discussing certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing Emergency Services operations and Jail personnel schedules.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 10:01 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 Reverend Mary Haggard of the Newark-Snow Hill United Methodist Church Circuit 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 March 7, 2023 meeting as presented.

The commissioners presented a years-of-service commendation to Maintenance Worker II Dale Shockley Evans who is retiring following 21 years of service to the Water and Wastewater Division of Public Works.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 2-15 as follows: accepting the low bid of \$34,395 from Poseidon Plumbing & Home Services to renovate a house in Pocomoke; FY23 Governor's Office of Crime Control and Prevention grant application for funding of \$52,133.45 for the grant-funded position

of Heroin Coordinator within the Sheriff's Office; FY24 Police Accountability, Community, and Transparency grant application for funding of \$382,566 to offset the second installment payment of the body-worn camera program contract; Maryland Heritage Areas Authority grant application for funding of \$7,936 for educational activities during the 2023 Harbor Day festival at the West Ocean City commercial harbor; Memorandum of Understanding for security goods and services up to \$100,000 between the Administrative Office of the Courts and the County Commissioners for courthouse security; a request to retain a 2012 Chevy Tahoe within the Fire Marshal's Office following the purchase of a replacement vehicle; bid specifications to purchase a hands-free batting cage system for use within Recreation and Parks; bid specifications for contracting with an attorney and/or law firm to provide legal services to the Board of Zoning Appeals; a proposal of \$53,625 from JW Salm Engineering to design the water service interconnection between the Mystic Harbour and Riddle Farm Sanitary Service Areas (SSA); a proposal of \$30,820 from GMB to conduct a feasibility study to connect the Mystic Harbour Wastewater Treatment Plan (WWTP) effluent disposal system to the Riddle Farm WWTP effluent holding lagoon; a Small Project Agreement for the Sea Oaks Village II project to extend water and sewer service via the Mystic Harbour SSA to serve 76 single-family homes in the community; County funding of approximately \$83,940 for the proposed 2023 Mosquito Control budget; scheduling a public hearing to receive objections on the proposed disposal of surplus County vehicles, equipment, and miscellaneous items no longer used by the County, by auctioning these items on GovDeals.com; and a letter from Superintendent of Schools Louis H. Taylor advising that the FY24 Board of Education budget will not include any non-recurring items.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Mitreic, the commissioners unanimously agreed to modify the Rural Maryland Grant through the Tri-County Council for the Lower Eastern Shore to bring the project manager and scope of work for the Greenways/Bikeways Study under the umbrella of the County. Ms. Pursel stated that this will allow staff to apply for additional grant funding and develop a Master Bikeways plan for the County.

Pursuant to the request of Procurement Officer Nick Rice and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to schedule a public hearing to receive comments on the proposed disposal of two County properties: the former Liquor Control warehouse and the former Tourism and Economic Development Office.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Bunting, the commissioners unanimously approved the purchase of new playground equipment for the Newark and Bishopville Parks.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Elder, the commissioners unanimously agreed to increase the cost of driveway pipe installations performed by the Roads Division of Public Works to reflect the actual cost to the County for pipe, stone bedding, and County salaries and benefits.

Chief Administrative Officer Weston Young advised that the budget review session for

the FY24 Enterprise Fund Operating Budgets will take place March 28, with the public hearings on each enterprise fund budget to take place June 6.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Elder, the commissioners unanimously agreed to send a letter to Anastasiya Kononova, chief of the U.S. Army Corps of Engineers Technical Assistance Branch Planning Division, requesting for the COE, along with state and federal Eastern Shore representatives, attend an upcoming commissioners' meeting to discuss the COE's decision to cancel planned improvements slated to begin in May 2023 designed to address shoaling in the Ocean City Inlet. Mr. Mitchell stated that the COE had determined that the scheduled improvements, were too costly and would only reduce needed dredging by 50%.

County Attorney Roscoe Leslie reviewed a written request from Attorney John B. Robins, IV, on behalf of Pat and Dawn Reese, for the commissioners to quitclaim any interest that the County may have in real property owned by James and April Reese located on the southeast corner of the West Ocean City commercial harbor. Mr. Leslie advised that U.S. Wind, Inc. has requested the quitclaim deed as part of a contract to purchase the Reese parcel, and a quitclaim deed would have no effect on County interests in the area. Commissioner Elder stated that the County has no deed to the property, so the commissioners should not take any action on the request.

Following some discussion and upon a motion by Commissioner Elder, the commissioners voted 4-3, with Commissioners Bunting, Elder, Mitrecic and Purnell voting in favor and Commissioners Bertino, Fiori, and Abbott voting in opposition, not to move forward with the requested quitclaim.

Pursuant to the recommendation of Human Resources Officer Stacey Norton and upon a motion by Commissioner Bunting, the commissioners unanimously approved the following five FY23 benefits recommendations: CareFirst Dental – no plan changes and a 5.46% increase or \$69,188 increase (fully funded by employees); VSP Vision – no plan or rate changes (fully funded by employees); Guardian Life and Disability – no plan or rate changes; CareFirst Medical and CVS Caremark Pharmacy – no plan changes for active members and retirees under age 65; and utilize \$1 million from the Rate Stabilization Reserve Fund to buy down the medical and pharmacy rate increase for FY24.

The commissioners received an update on the Worcester County Fire and EMS Strategic Planning Committee's progress to date to identify future needs from members Commissioners Bunting, Elder, and Mitrecic, Chief Administrative Officer Weston Young, and Finance Officer Phil Thompson. Mr. Young stated that these recurring meetings have been useful. Commissioner Mitrecic, who chairs the committee, concurred, noting that they are drilling down on actual EMS costs and considering funding options. Following some discussion, the commissioners thanked the members for the update and asked them to keep them updated on future progress.

Mr. Young updated the commissioners on the impacts of County EMS crews providing services in Sussex County, Delaware. He advised that, during a recent Fire and EMS Planning Committee Meeting, they were advised that the Bishopville Volunteer Fire Department (BVFD)

is frequently and increasingly being dispatched into Sussex County for EMS calls, which impacts response times within the County, while not being properly reimbursed for these services by the State of Delaware. Commissioner Bunting and Mr. Weston advised that data from the last three calendar years indicates that the BVFD provided EMS services to Sussex County 21 times in 2020, with no records of a Delaware company responding into Bishopville, 30 times in 2021, with only two instances of a Delaware company responding into Bishopville; and 47 times in 2022, with only three instances of a Delaware company responding into Bishopville. It was noted that there are similar concerns, though to lesser degrees, with County EMS responding to emergencies in Somerset County, Maryland and Accomack County, Virginia. Mr. Young advised that this is an unsustainable trend that is pulling critical units outside of Worcester to make up for the lack of response in neighboring counties. Commissioner Mitrecic stated that these costs are not sustainable. He recalled that Ocean City previously advised the County that the municipality could not continue to respond to emergencies in West Ocean City without proper reimbursement, and the County had rectified the situation. Thus, he urged the commissioners to follow a similar course of action with Delaware. Following some discussion and upon a motion by Commissioner Elder, the commissioners unanimously agreed to send letters requesting to meet with officials from Sussex, Somerset, and Accomack Counties to discuss the impact and possible remedies regarding EMS responses to their jurisdictions on Worcester County fire and ambulance companies.

In response to the receipt of a number of emails from Pocomoke residents, Commissioner Bertino confirmed that the commissioners are very much in favor of constructing a new facility to house the Pocomoke Branch Library; however, they are waiting for addition information from the library director regarding construction plans before the project can advance.

Commissioner Bertino advised that the commissioners' April 4, 2023 meeting has been cancelled. The next regular session of the commissioners will take place April 18.

The commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Elder, seconded by Commissioner Abbott, the commissioners unanimously voted to meet in closed session at 10:41 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, Human Resources Director Stacey Norton and Deputy Director Pat Walls, Recreation and Parks Director Kelly Rados, Parks Superintendent Jacob Stephens, Sheriff Matthew Crisafulli, and Chief Deputy Nate Passwaters. Topics discussed and actions taken included the following: other personnel matters; considering the acquisition of real property for a public purpose; receiving legal advice from counsel; and performing administrative functions, including an operational update from the Sheriff's Office.

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After their closed session, the commissioners adjourned to meet again for a budget work session on April 11, 2023.

Minutes of the County Commissioners of Worcester County, Maryland

Budget Work Session
March 28, 2023

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

The commissioners, with Commissioners Bunting and Mitrecic absent, met at 9:00 a.m. with Chief Administrative Officer Weston Young, Budget Officer Kim Reynolds, and Finance Officer Phil Thompson to conduct a work session to review the Worcester County Departmental Operating Budget Requests for FY24, as presented to the commissioners during their March 21, 2023 meeting. The requested FY24 Operating Budget currently reflects estimated revenues of \$218,040,884, and requested general fund operating expenditures of \$241,756,064, which leaves a shortfall of \$11,586,353 that must be reconciled by either reductions in expenditures, additional revenues, or a combination of the two. Mr. Young announced that department heads have been informed of the need to reduce their budgets.

Commissioner Bertino called the meeting to order and announced the topics discussed during the March 21, 2023 afternoon closed session.

Pursuant to the request of Budget Officer Kim Reynolds and upon a motion by Commissioner Elder, the commissioners unanimously approved the FY24 Budget Property Tax Constant Yield advertisement to run in area newspapers during the weeks of April 20 and 27, prior to the public hearing on the FY24 County Operating Budget on May 2. This advertisement has already been approved by the Maryland Department of Assessments and Taxation.

The commissioners met with Library Director Jennifer Ranck to review and discuss the proposed FY24 Library Budget of \$2,944,918, representing an increase of \$18,201 or 0.6%.

The commissioners met with Circuit Court Judge Brian D. Shockley to review and discuss the proposed FY24 Circuit Court Budget of \$1,669,222, representing an increase of \$173,613 or 11.6%.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review and discuss the proposed FY24 DRP Budget of \$2,137,026, representing an increase of \$25,235 or 1.2%.

The commissioners met with State's Attorney Kris Heiser to review and discuss the proposed FY24 State's Attorney's Office Budget of \$3,181,582, representing an increase of \$448,461 or 16.4%.

The commissioners met with Tourism and Economic Development Director Melanie Pursel to review and discuss the proposed FY24 Tourism Budget of \$1,373,990, representing an increase of \$26,503 or 2%; and Economic Development Budget of \$451,715, representing an increase of \$8,908 or 2%.

The commissioners met with Sheriff Matt Crisafulli, Chief Deputy Nate Passwaters, and Colonel Doug Dods to review and discuss the proposed FY24 Sheriff's Office Budget of \$11,467,155, representing an increase of \$1,201,529 or 11.7%. Commissioner Bertino requested Sheriff Crisafulli provide the commissioners with an accounting of all unfunded mandates resulting from State legislation.

The commissioners recessed for 10 minutes.

The commissioners met with Incoming Fire Marshal Matt Owens to review and discuss the proposed FY24 Fire Marshal's Office Budget of \$684,806, representing an increase of \$30,892 or 4.7%; and the Fire Training Center budget request of \$87,548, representing a decrease of (\$26,600) or -23.3%.

The commissioners met with Emergency Services Director Billy Birch to review and discuss the proposed FY24 Emergency Services Operating Budget of \$3,251,479, representing an increase of \$13,944 or 0.4%.

Public Works Director Dallas Baker updated the commissioners on the status of the Bay Restoration Fee (BRF) waiver. He noted that, while the County provided a letter and accompanying data to the State on January 28 confirming the Ocean Pines Sanitary Service Area (SSA) should be exempt from paying the BRF for 2023, to date no reply has been received except to confirm receipt of the request. He advised that bills are scheduled to be released on March 31 and sought direction from the commissioners regarding three billing options.

Following some discussion and upon a motion by Commissioner Elder, the commissioners unanimously agreed to include the \$15 per user per quarter BRF charge to the water and wastewater bills to be mailed March 31. They further agreed that, if the State exempts the Ocean Pines SSA from paying the BRF, the County will issue a refund to these customers.

The commissioners met with Karen Reddersen, director of the Lower Shore Area Extension to review and discuss the FY24 University of Maryland Extension Agency Budget of and \$255,625, representing an increase of \$12,947 or 5.3%.

Public Works Director Dallas Baker and Enterprise Fund Controller Barbara Hitch reviewed the proposed FY24 Solid Waste Budget of \$4,644,738, representing a decrease of (\$110,523) or -2.3%; Homeowner Convenience Centers Budget of \$742,936 for the, representing a decrease of (\$1,747) or -0.2%; \$906,070 for Recycling, representing a decrease of (\$13,968) or -1.5%; Water and Wastewater Budget of \$15,281,944, representing an increase of \$1,145,556 or 8.1%; Public Works Administration/Fleet Maintenance Budget of \$775,342, representing an increase of \$45,631 or 6.3%; Roads Division Budget of \$4,445,656, representing an increase of \$146,786 or 3.4%; Maintenance Division Budget of \$1,585,447, representing an increase of

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\$27,792 or 1.8%; and Mosquito Control budget of \$197,586, representing an increase of \$35,750 or 22.1%.

The commissioners answered questions from the press, after which they adjourned to meet again on April 11, 2023.

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Minutes of the County Commissioners of Worcester County, Maryland

April 11, 2023

Work Session

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

The commissioners met at 9:00 a.m. with Chief Administrative Officer Weston Young, Budget Officer Kim Reynolds, and Finance Officer Phil Thompson to conduct a work session to resume their review the Worcester County Departmental Operating Budget Requests for FY24, as presented to the commissioners during their March 21, 2023 meeting. The requested FY24 Operating Budget currently reflects estimated revenues of \$218,040,884, and requested general fund operating expenditures of \$241,756,064, which leaves a shortfall of \$11,586,353 that must be reconciled by either reductions in expenditures, additional revenues, or a combination of the two.

Recreation and Parks Director Kelly Rados and Parks Superintendent Jacob Stephens reviewed the proposed FY24 Recreation Budget of \$1,930,799, representing an increase of \$89,292 or 4.8%; and Parks Budget of \$2,312,032, representing an increase of \$692,867 or 42.8%; and Boat Landings Budget of \$326,138, representing a decrease of (\$55,112) or -14.5%.

The commissioners met with Board of Elections Deputy Director Teresa Rigglin to review and discuss the proposed FY24 Board of Elections Budget of \$1,356,453 for the, representing an increase of \$21,022 or 1.6%. Following the adoption of the State budget, Commissioner Bertino requested staff provide the commissioners with an impact statement identifying the additional expenses to be added to the FY24 County Operating Budget to fund recent salary increases for certain State employees.

The commissioners met with Warden Fulton Holland to review and discuss the proposed FY24 County Jail Budget of \$9,822,496, representing an increase of \$38,616 or 0.4%.

The commissioners met with Health Officer Becky Jones to review and discuss the proposed FY24 Health Department Budget of \$6,060,717, representing an increase of \$302,106 or 5.2%.

The commissioners met with Commission on Aging (COA) Director John Dorrrough to review and discuss the proposed FY24 COA Budget of \$1,626,702, representing an increase of \$82,019 or 5.3%.

The commissioners met with Information Technology Director Brian Jones to review and discuss the proposed FY24 Information Technology Budget of \$661,401, representing a decrease of (\$12,836) or -1.9%; and Other General Government – IT Budget of \$1,252,730, representing an increase of \$290,428 or 30.2%.

The commissioners met with Environmental Programs Director Bob Mitchell to review and discuss the proposed FY24 Environmental Programs Budget of \$3,236,494, representing an increase of \$1,628,926 or 101.3%.

The commissioners recessed for 10 minutes.

The commissioners met with Human Resources Director Stacey Norton to review and discuss the proposed FY24 Human Resources Budget of \$503,002, representing a decrease of (\$29,207) or -5.5%.

The commissioners met with Finance Officer Phil Thompson and Assistant Finance Officer Jessica Wilson to review and discuss the proposed FY24 Treasurer’s Office Budget of \$1,380,661, representing an increase of \$996 or 0.1%; Other General Government – MIS (Document Imaging) of \$152,600, representing a decrease of (\$8,900) or -5.5%; and Debt Service of \$13,199,262, representing a decrease of (\$449,081) or -3.3%.

The commissioners met with Mr. Young to review and discuss the proposed FY24 County Commissioners Budget of \$1,183,181, representing an increase of \$647 or 0.1%; Orphan’s Court Budget of \$36,900, representing an increase of \$500 or 1.4%; Other General Government Budget of \$3,968,632, representing an increase of \$298,004 or 8.1%; Wor-Wic Community College Budget of \$2,530,242, representing a flat budget; Other Natural Resources Budget of \$625,935, representing an increase of \$13,446 or 2.2%; Taxes Shared with Towns Budget of \$2,944,157, representing a flat budget; Grants to Towns of \$7,174,272, representing an increase of \$565,405 or 8.6%; Benefits and Insurance Budget of \$28,004,200, representing an increase of \$4,036,583 or 16.8%. Other Social Services Budget of \$920,768, representing an increase of \$190,400 or 26.1%, as outlined in the requests from the County nonprofit organizations; and Other Recreation and Culture Budget of \$139,426, representing an increase of \$59,426 or 74.3%;

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 11:07 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, Human Resources Director Stacey Norton, and Deputy Director Pat Walls. Topics discussed and actions taken included an employee disciplinary matter.

Following a motion by Commissioner Bunting, seconded by Commissioner Abbott, the

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commissioners unanimously voted to adjourn their closed session at 12:01 p.m.

After the closed session, the commissioners adjourned to meet again on April 18, 2023.

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

COMMENDATION

WHEREAS, Lieutenant Katherine L. Worth has contributed 27 years of dedicated service to the Worcester County Jail where she began her career on May 20, 1996; and

WHEREAS, Lieutenant Worth's expertise and experience have been instrumental in implementing policies and procedures that provide for the security and welfare of the inmate population, as well as the overall management of the Worcester County Jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Lieutenant Katherine L. Worth** for her years of devoted service to Worcester County, and we wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Stephen Decatur High School (SDHS) senior William Kozma was selected to serve as Worcester County’s Page to the 2023 Maryland General Assembly. He received this honor for his dedication to academic excellence and keen interest in how government works; and

WHEREAS, Mr. Kozma has proven himself to be an outstanding leader, as well as a committed student and community member. He is an Eagle Scout and senior patrol leader in his Boy Scout troop, and the treasurer of Rho Kappa Honor Society.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **William Kozma** for his service as Worcester County’s Page to the 2023 Maryland General Assembly and express to him our pride in his accomplishments.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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PROCLAMATION

WHEREAS, April is National Child Abuse Prevention Month, a time to raise awareness about the severe and long-lasting effects of child abuse and neglect, to arm residents with the tools they need to prevent abuse from occurring, and to stop abuse where it already exists; and

WHEREAS, abuse and neglect know no socioeconomic boundaries and leave victims physically and emotionally scarred. Effective activities can prevent abuse from occurring, stop it where it already exists, and help children and families heal in the aftermath of abuse. These activities succeed when we come together as a community to offer help and hope for abused children and their families. Together we can help secure a brighter tomorrow for a hurting child. Learn how by visiting www.thecricketcenter.com.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim April as **National Child Abuse Prevention Month** and urge citizens, community agencies, health providers, elected officials, schools, and businesses to collaborate with The CRICKET Center, Life Crisis, and the Department of Social Services to support child victims of maltreatment, to prevent child abuse, and to strengthen the communities in which we live.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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DIANA PURNELL

PROCLAMATION

WHEREAS, each April we celebrate the anniversary of the Fair Housing Act of 1968 and recommit ourselves to affirming equal housing opportunities for all; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; while open, welcoming communities are vibrant and provide residents of all backgrounds with access to quality schools, and increased opportunities for self-sufficiency and economic growth; and

WHEREAS, National Fair Housing Month reminds us to adhere to the principal of freedom of choice in housing and to reacquaint ourselves with both our rights and responsibilities under the law.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland do hereby proclaim April as **Fair Housing Month** and encourage all to support and endorse the practice and policy of fair housing.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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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, the commissioners stand with Worcester County Health Department (WCHD) professionals to champion the role of the public health system in recognition of National Public Health Week 2023 and to commend these outstanding professionals for their commitment to the health and wellbeing of Worcester County and its residents and visitors; and

WHEREAS, these local public health professionals deliver programs and services that help our communities prevent, prepare for, withstand, and recover from the impact of a full range of health threats, including disease outbreaks, such as the COVID-19 pandemic, measles, natural and manmade disasters.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby retroactively proclaim the week of April 3 - 9, 2023 as **Public Health Week** and commend the dedication of all public health workers, students, and volunteers to meet the health needs of area residents and to make our communities more resilient.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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

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



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PROCLAMATION

WHEREAS, sexual harassment, assault, and abuse can occur anywhere and to anyone. Last year the Life Crisis Center (LCC) provided sexual assault services – including counseling, medical and legal advocacy, victims’ rights assistance, and crisis hotline services – to 492 child and adult survivors of sexual violence.

WHEREAS, the LCC provides sexual violence education, prevention services, and training programs, including *B.R.A.V.E.* (Bars and Restaurants Against Violence Everyday), training staff to recognize and safely intervene in instances of sexual violence in the workplace; *Bringing in the Bystander*, training over 1,000 individuals, coaches, and athletes attending area colleges and universities to recognize that everyone has a role to play in ending violence against women by speaking up and intervening; and *Darkness to Light*, bringing child safety best practices to the attention of the broader cultural conversation and empower adults to prevent child sexual abuse.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, proclaim April as **Sexual Assault Awareness Month** and urge all in the community to partner with the LCC to prevent sexual abuse.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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PROCLAMATION

WHEREAS, emergencies that require prompt police, fire, or emergency medical services can occur when we least expect them. When they do, emergency communications specialists are the first and most critical contact our citizens have to initiate timely assistance when and where it is most needed; and

WHEREAS, Worcester County emergency communications specialists are caring, professional and committed to providing outstanding service to aid in the apprehension of criminals, suppression of fires, and treatment of patients, and we rely heavily on them to obtain and disseminate accurate information from callers to the responding public safety agencies to protect lives and properties.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, retroactively proclaim April 9 - 15, 2023 to be **National Public Safety Telecommunicators Week** in Worcester County, and we honor the Emergency Communications Specialists whose diligence and professionalism keep our citizens safe.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of April, in the Year of Our Lord Two Thousand and Twenty-Three.



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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: April 18, 2023
RE: Request to Bid – County Paving

Attached for your review and approval are bid documents for the County’s Paving contract. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services was approved in the FY22 Assigned Fund Balance “Roads Department Paving Projects”. Balance available is \$751,752.15

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

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



INVITATION FOR BID

PROJECT: Hot Mix Asphalt Paving for Various County Roads

DEPARTMENT: Public Works – Roads Division

VENDOR:

NAME:

ADDRESS:

BID OPENING:

DATE:

Wednesday, May 10, 2023

TIME:

2:30 PM

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for labor, equipment and materials necessary to perform Work consisting of placing Surface Fine 9.5MM Hot Mix Asphalt Paving at various locations as indicated on the FY24 Paving Schedule in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid 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 Wednesday, May 3, 2023**.
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 bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be compiled as follows: (1) Cover letter, (2) Form of Bid, (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 Bid 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 Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid 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 Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid 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 BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid 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: **HOT MIX ASPHALT PAVING FOR VARIOUS COUNTY ROADS** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids 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 bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid 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 bid 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 bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid 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 Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid 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 Bid 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 Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid 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 Bid Document conforms in all material respects to the Bid 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 Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid 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 bid 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 bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid 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 Bid 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 Bid 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 bid 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 BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid 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 bid 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. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid 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 Bid 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 WITHDRAWAL OF BID

1. A Bid 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 Bid Documents, and each Vendor so agrees in submitting Bid 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 Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid 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 Bid 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 Bid 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 bid.
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 Bid 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 Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid 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 Bid 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 bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. 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 bid unless otherwise stated in the specifications or bid 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 bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid 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 bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
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 Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid 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. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. 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 Bid 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 Bid 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.

Q. 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: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for labor, equipment and materials necessary to perform Work consisting of placing Surface Fine 9.5MM Hot Mix Asphalt Paving at various locations as indicated on the FY24 Paving Schedule in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of one (1) year from the Notice to Proceed date, (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two (2) additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Purchasing Department in writing no later than sixty (60) calendar days prior to the end of the Contract Period regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Work shall consist of providing and placing Hot Mix Asphalt Paving at various locations as indicated on the proposed paving schedule. The paving schedule is an attachment to the contract documents. The Contractor shall be responsible for creating a smooth paved transition at all connecting roads and driveways within the specified paving areas. All transition work shall be considered incidental and not considered additional work. The Contractor shall conform to the Maryland Dept. of Transportation State Highway Administration “Standard Specifications for Construction & Materials” for Superpave, dated July 2008 or latest edition.

E. INTENT OF PLANS AND SPECIFICATIONS

1. The intent is to describe a complete project or improvement, which the Contractor undertakes to do in full compliance with these specifications, proposal, and contract together with any authorized alterations or supplemental agreements. The Contractor shall furnish, unless otherwise provided in the specifications, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work. The work shall be done in accordance with lines, grades, cross sections, and dimensions shown on the plans or directed by the County.

F. ESTIMATE OF QUANTITIES

1. The bidder's attention is directed to the fact that the estimate of quantities of work to be done and materials to be furnished under this project is approximate and given only as a basis of comparison of bids upon which the award of the contract is to be made. The County reserves the right to increase or diminish any or all of the above-mentioned quantities, or to omit any of them as it may deem necessary. Such increase, decrease, or omission shall not be considered as sufficient grounds for granting an increase in the unit prices bid as long as increases, decreases, or omissions do not increase or decrease the

total value of work performed to an extent greater than 25% of the bid price. The basis of payment will be actual quantity of work performed and accepted.

G. INCREASED OR DECREASED QUANTITIES

1. The County reserves the right to make such alterations in the plans or in the quantities of work, as it may consider necessary. Such alterations shall not be considered as a waiver of any conditions of the contract nor to invalidate any provisions thereof; provided that a supplemental agreement with the Contractor will be made when such alterations involve an extension or shortening of the project by more than 25% as determined by proposal quantities. Before work shall be started on any alteration requiring such supplemental agreement or any work involving a change of the bid price, The County shall approve the agreement setting forth the adjusted price. The Contractor shall perform the work as increased or decreased.
2. NO CLAIM INVOLVING ADDITIONAL COMPENSATION WILL BE ALLOWED ON ANY ITEM COVERED BY THIS CONTRACT UNLESS SUCH CLAIM SHALL BE MADE AND PROPER SETTLEMENT AGREED UPON IN WRITING BY THE COUNTY PRIOR TO THE PERFORMANCE OF THE WORK IN QUESTION.

H. EXTRA AND FORCE ACCOUNT WORK

1. Where a satisfactory agreement cannot be reached relative to compensation for major alterations described above or for work for which no quantity or price is included in the proposal, it shall be done on force account basis upon written instructions from The County to be paid for in the following manner: The Contractor shall perform the work as directed by The County and shall receive the current local rate of wage for all labor, foremen, and superintendents in direct charge of the specific operation to which shall be added 15% of the sum thereof to cover the cost of administration and the use of small tools.
2. For all materials furnished and used by the Contractor, he shall receive the actual cost of such materials including transportation charges as shown by original receipted bills to which he shall add 15% of the sum thereof to cover administrative expense. For special equipment payment will be made on a rental basis at the rates agreed upon previously by the Contractor and The County.
3. The Contractor shall be allowed an additional amount equal to the premium for workmen's compensation insurance, social security, bond, or other similar State of Federal requirements specified by Law on the appropriate amount of the force account work. Should the Contractor fail to prosecute the work as directed, within what The County considers to be a reasonable time, The County may withhold payment of all current estimates until such refusal is eliminated or The County may proceed to have the work done in any manner deemed advisable without in any way violating the terms of this contract.

I. FINAL CLEANUP

1. Upon completion of the work and before final acceptance and payment shall be made, the Contractor shall remove from the improvement, approaches, and all adjacent property, all surplus and discarded materials, temporary structures or anything which may be considered to be objectionable to the property owners adjacent to this improvement. He shall leave the improvement and its surrounding area in a neat and presentable condition.

J. AUTHORITY OF THE COUNTY INSPECTOR

1. To prevent misunderstanding and litigation, The Inspector, as representative of The County, shall decide any and all questions which may arise as to the quality and

acceptability of material furnished and work performed and as to the manner of performance and rate of progress of said work. He shall decide all questions that may arise as to the interpretation of the proposal, contract, and specifications. The Inspector shall determine the amount and quantity of the work performed under this contract and such decision shall be final and conclusive, and he shall have authority to enforce and make effective such decisions and other as the Contractor fails to carry out promptly.

2. The Contractor shall furnish the Inspector with every reasonable facility for determining whether or not the work performed and materials used are in accordance with the requirements and intent of the specifications and contract. Upon request of the Inspector, the Contractor shall at any time prior to the acceptance of the work, remove or uncover such portions of the finished work as may be directed. Upon exposure, if the work should prove acceptable, the cost of uncovering or replacing shall be paid for as "extra work". But, should the work so exposed prove unacceptable, the entire cost of uncovering or removing and replacing in a satisfactory manner shall be at the Contractor's expense.

K. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
2. The Successful Vendor shall be the responsible for the adjustments of all utilities located within the designated work areas. This includes and is not limited to adjustments of manholes, water valves, sewer cleanouts, gas valves and storm water inlets.

L. ATTACHMENTS

1. EXHIBIT B – Worcester County Hot Mix Asphalt Paving Specifications
2. Worcester County's FY24 Paving Schedule

M. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

N. QUESTIONS

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

O. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "HOT MIX ASPHALT PAVING FOR VARIOUS COUNTY ROADS" as indicated in the Bid Documents. Having carefully examined the Bid 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 Bid.

ITEM	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	7,853	Tons	Furnish and Place MD. SHA Hot Mix Asphalt, 9.5mm per paving schedule.		

Vendor agrees to have the Work completed by June 1, 2024. (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 active litigation? (Yes)___ (No)___ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)___ (No)___ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid 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 Bid 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 Bid 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.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid 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 Bid Document in connection with the Work for which the attached Bid 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 Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid 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 Bid 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:

Witness

Witness

By: _____
Signature

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.

EXHIBIT B**WORCESTER COUNTY
HOT MIX ASPHALT PAVING SPECIFICATIONS****WORK DESCRIPTION**

This Contract work shall consist Hot Mix Asphalt (HMA) pavement overlays including associated components as specified herein. The Contractor shall be placing Superpave exclusively for (Surface Fine) 9.5MM; (Surface Course) 12.5MM; (Base Fine) 19.5 MM at various locations and lift thicknesses as described in the “Worcester County Proposed Road Paving Schedule for FY24

The attached schedule provides the location of the work areas, length and width of areas and other particulars at each location. Actual quantities may vary.

SPECIFICATIONS

In addition to Worcester County HMA Paving Specifications all work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration “*Standard Specifications for Construction & Materials*” dated July 2008 for Superpave. Sectional references herein are to these specifications. Note Section 504 “Hot Mix Asphalt Pavement” requirements. Contractors shall be Maryland State Highway qualified and have performed work on Maryland State Highway projects. The Contractors equipment shall meet the minimum requirements as stated in the above referenced specifications. The Contractor shall have in place certified personnel to meet the requirements of Quality Assurance and Quality Control at the HMA plant and in the field. In the case that the Contractor has his own plant, the plant and his HMA mixes must be certified by SHA prior to bid opening and shall remain state certified through the project duration.

Note: **Additional or deleted requirements to the above SHA Standard Specifications are also listed herein and shall be a part of this contract.**

MIX DESIGNATION

Super pave Mix. Compaction Level 2, Design ESALS (Millions) 0.3 to <3.0, standard aggregate gradations and mix thickness as indicated on the enclosed Paving Schedule. The Contractor shall use a Superpave mix design in conformance with SHA 904.04.01.

TYPE BINDER: The standard performance graded binder shall be a PG 64-22 meeting the requirements of SHA- 904.02

TACK COAT: Tack Coat shall meet the requirements of SHA Standards, Section – 904.03. All surfaces to be overlaid and all milled edges will be required to be tack coated. On full lane paving overlays tack must be applied per SHA Standards and rates. A hand-held spray wand is approved for tacking edges and small patch areas. The cost shall be considered incidental to other pay items listed in the schedule of prices. A tack sample shall be provided for testing and approval by the Contractor prior to use.

MEASUREMENT AND PAYMENT

Measurement and Payment for hot mix asphalt shall be unit price per ton. The total tonnage is based on the square yardage for each road, as indicated on the Paving Schedule. The County will not pay for tonnage overages on specified roads without prior approval.

Section 504.04.01 Price Adjustment for Asphalt Binder is hereby included. The Contract unit price of Hot Mix Asphalt will be adjusted as deemed necessary in conformance with the SHA computations as outlined.

Section 504.04.05 - Asphalt Cement Price Index. The prevailing base price of PG 64-22 Asphalt Cement during the month of advertisement for this project as determined by the State Highway Administration is \$612.50 per ton. When a grade other than PG 64-22 is specified by the Contract Documents, the cost differential, if any, must be reflected in the price bid per ton for Hot Mix Asphalt.

Additional work NOT listed on the “Worcester County Road Schedule for FY24, will not be paid without written or verbal approval from Worcester County.

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA “Standard Specifications for Construction and Materials” (SHA Standard Specifications) section 104

SHA “Book of Highway Standards”

FHA “Manual on Uniform Traffic Control Devices” (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc

Traffic Manager™ - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall provide a MD. SHA Certified Traffic Manager, with at least 3 years experience, for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective

action as required or directed. The Traffic Manager shall be required to be onsite at all times.

Temporary Traffic Signs: (TTS)

The contractor shall furnish and install all necessary TTS as required by Sec 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices.

MOBILIZATION

Movement of personnel and equipment to and from the project sites and staging equip. will not be paid for directly and shall be considered incidental to the other pay items.

EQUIPMENT

In Addition to Maryland State Highway Specifications, Worcester County will require the Contractor to use a minimum of a 10 ton self- propelled, steel wheeled roller for compaction of the recently placed Hot Mix Asphalt. Approved Maryland State Highway Hot Mix Asphalt Pavers shall also be required.

The Contractor shall be required to maintain a continuous flow of hot mix asphalt on each paving location in order to maintain a smooth final surface and to eliminate the possibility of cold joints. Waiting time between trucks must be kept to a minimum. If it is determined by the inspector the flow on HMA is causing issues with the final surface, the paving operation can be halted.

In the event the Contractor has to lease equipment to fulfill his obligations in completing the work, The County shall not be responsible for any additional cost incurred by the Contractor. The County shall not incur any additional cost due to scheduling conflicts between the Contractor and his leasing agent. The County reserves the right to inspect and approve any equipment that is to be leased by the Contractor for the execution of their work.

CLEAN – UP

The Contractor shall be responsible for the clean-up of all debris generated by the paving process. This shall include all trash generated by the personnel while on the various sites.

Proposed Paving FY-24

Road Name	Start/ Stop Points	Length	Width	Tons
McCabes Corner Road	Paint mark to Paw Paw Creek Rd	10,302	18	1,933
Holly Swamp Road	Redden Rd to Steel Pond Rd/Jones Rd	10,057	18'	2082
Greenbriar Swamp Road	St. Lukes Rd to joint at tar chip	3,195	20'	666
St. Lukes Road	Coulbourn Mill Rd to Pheasant Lane	3,750	20'	782
Salt Point Road	Near Cove Landing Rd, Delaware Line	400	22'	92
Salt Point Road	75' cul-de-sac			78
Cove Landing Road		1,685	21'6"	378
Cove Landing Road	70' cul-de-sac			52
Cove Landing Road	67' cul-de-sac			52
Captains Drive	Start at Delaware Line to Cove Landing Rd	212	22	49
Shingle Landing Road		4,009	19'	794
Cherrix Road	M/b #6969 - Ayres Lane Road	4,769	18'	895
Totals:		38,379		7,853



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: April 18, 2023
RE: Request to Bid – Waste Water Fuel System Upgrade

Attached for your review and approval are bid documents for the upgrade of the fuel system located at the Waste Water Facility in Ocean Pines. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services, in the amount of \$350,000, was approved in the FY22 Assigned Fund Balance “Public Works Fuel Facility”.

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

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



INVITATION FOR BID

PROJECT:	Ocean Pines Waste Water Plant – Fuel System Upgrade
DEPARTMENT:	_____

VENDOR:

NAME:	_____
ADDRESS:	_____

BID OPENING:

DATE:	Thursday, May 18, 2023
TIME:	2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the removal of the existing fuel system and installation of a new system in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid 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 Wednesday, May 3, 2023**.
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 bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (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 Bid 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 Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid 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 Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid 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 BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid 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: **OCEAN PINES WASTE WATER PLANT FUEL SYSTEM UPGRADE** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids 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 bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid 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 bid 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 bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid 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 Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid 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 Bid 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 Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid 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 Bid Document conforms in all material respects to the Bid 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 Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid 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 bid 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 bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid 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 Bid 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 Bid 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 bid 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 BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid 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 bid 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. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid 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 Bid 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 WITHDRAWAL OF BID

1. A Bid 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 Bid Documents, and each Vendor so agrees in submitting Bid 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 Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid 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 Bid 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 Bid 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 bid.
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 Bid 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 Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid 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 Bid 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 bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. 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 bid unless otherwise stated in the specifications or bid 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 bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid 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 bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
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 Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid 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. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. 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 Bid 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 Bid 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.

Q. 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: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for labor, equipment and materials necessary to perform Work consisting of removing the existing fuel system and installing a new system 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. FUEL SYSTEM REMOVAL

1. Remove the existing diesel and gasoline aboveground storage tanks, and take 8 required soil samples beneath the tanks per MDE requirements.
2. Remove the existing two dispensers and fuel management unit.
3. Remove the existing tank monitor unit.
4. Remove the existing concrete island, pad, and bollards.

D. TANKS

1. Supply and install 1 new Fireguard 4,500-gallon AST for gasoline and 1 new Fireguard 1,500-gallon tank for diesel. The 4,500-gallon tank will measure 78" diameter x 22'2" length. The 1,500-gallon tank will measure 70" diameter x 9'8" length. Both tanks will include an exterior ladder with platform.
2. The tank will have a 2" interstitial monitoring port and double bulkhead.
3. The individual 4,500-gallon tank and 1,500-gallon tank will utilize direct top fill systems.
4. The tank will include emergency venting.
5. A new 28'x21.5' concrete pad would be poured for the individual tanks.

E. STPS AND PIPING

1. 1 Red Jacket 3/4hp pump will be installed for regular unleaded gasoline.
2. 1 Red Jacket 3/4hp pump will be installed for on road diesel.
3. 1 ½" painted black steel piping will be utilized for the product piping. All piping will be aboveground.
4. 1 ½" solenoid valves with pressure relief will be installed at the pump discharge.
5. 1 ½" ball valves and impact shear valves will be installed in line.

F. TANK MONITOR SYSTEM AND SENSORS

1. A new Veeder Root TLS-4b will be installed in place of the current Veeder Root.
2. The Veeder Root will be tied into the network for remote monitoring and report printing.
3. New 96" probes and float kits will be installed in each tank.
4. Sensors will be installed in the interstitial spaces.
5. An overfill alarm and acknowledgment switch will be installed at the tank.

G. TANK TOP

1. A 2" pressure/vacuum vent will be installed on the gasoline tank, and a standard 2" updraft vent will be installed on the diesel tank.
2. OPW mechanical gauges will be installed in both tanks.
3. Overfill prevention valves will be installed from the factory in the fills.

H. DISPENSERS & FUEL MANAGEMENT UNIT

1. 1 new Bennett 3722SNR-28A stainless steel remote dispenser with totalizer, pulse output, hose retractor, and spin on filter will be installed for the diesel and gasoline. This

will be a one-sided, dual hose dispenser that can be operated independently from one another.

2. 1 OPW PK-EZR hanging hardware kit will be installed on each dispenser.
3. The dispenser will be set on a steel pedestal with shear valve bracket for piping access.
4. A new Syntech Fuelmaster 2500plus will be installed, utilizing the existing Prokees.

I. CANOPY

1. A new 24'x24'x16' two post canopy will be installed at the fuel island.
2. The canopy will include 4 LED downlights with photocell.

J. ELECTRICAL AND EMERGENCY STOP

1. All electrical piping will be tied onto at the front of the building.
2. New wiring will be pulled to all dispensers, pumps, canopy, and probes/sensors.
3. An emergency stop switch will be installed on the outside of the building.

K. PERMITS AND INSPECTIONS

1. All required permits will be filed with the Fire Marshal, Worcester County, and MDE by the Successful Vendor.
2. All necessary inspections will be scheduled with the Fire Marshal, Worcester County, MDE, and electrical by the Successful Vendor.
3. All work will be photographed throughout the progression of the job by the Successful Vendor.

L. APPROVED EQUALS

1. Name brands have been used in these Bid Specifications to indicate the quality expected by the County. Vendors may submit requests for items to be considered as an approved equal. The County reserves the right to approve or deny these requests.

M. GENERAL REQUIREMENTS

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

N. PRE-BID CONFERENCE

1. A pre-bid meeting will be held on Wednesday, May 3, 2023 at 10:00 AM at the Worcester County DPW - Water Wastewater facility, located at 1000 Shore Lane, Berlin, MD 21811.

O. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

P. QUESTIONS

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

Q. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “OCEAN PINES WASTE WATER FUEL SYSTEM UPGRADE” as indicated in the Bid Documents. Having carefully examined the Bid 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 Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the removal of the existing fuel system and installation of a new fuel system as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 30 calendar days of Notice to Proceed. (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 active litigation? (Yes)____ (No) _____ Check One.

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

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid 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 Bid 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 Bid 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.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid 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 Bid Document in connection with the Work for which the attached Bid 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 Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid 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 Bid 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:

Witness

Witness

By: _____
Signature

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.

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, Deputy Chief Administrative Officer
FROM: Chris Clasing, P.E. Deputy Director of Public Works *Clasing*
DATE: April 11, 2023
SUBJECT: River Run Service Area
River Run Townhouses Turnover Documents

.....
Public Works is recommending approval of the River Run Townhouses Project, Parcel 126, Lots 137-202 and accepting the utilities into the County's River Run Service Area system for operation.

Enclosed are the turnover documents including: Deed; Bill of Sale and Assignment form executed by the owner for turnover of the facilities; Release of Liens from the prime contractor; Release of Liens from the design engineer. These documents have been reviewed by the County Attorney and found to be acceptable. A maintenance bond is on file for this phase in the amount of \$511,479.16 to warrant the water and wastewater utilities for the next 2-years. As-Built record drawings are on file in the Water and Wastewater Office.

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

cc: Roscoe Leslie, County Attorney
Dallas Baker Jr., P.E., Director
Tony Fascelli, Water/Wastewater Superintendent

Enclosures

Deed, Bill of Sale, and Assignment

This Deed, Bill of Sale, and Assignment (“Deed”) made this 8TH day of NOVEMBER, 2022, by and between River Run Towns LLC, “Developer” and County Commissioners of Worcester County, Maryland (“Commissioners”).

WHEREAS, Developer, pursuant to all required permits, has constructed a certain Sanitary Facility, “Facility” pursuant to Section §5-307 of Public Works Article, the Code of Public Local Laws of Worcester County, Maryland on property generally described as 15-126.00 and as shown on the plat attached as Exhibit A and recorded in Worcester County Land Records at Plat Book SRB 251, p. 74.

WHEREAS, The Facility is now complete, free and clear of all mechanics’ and materialman’s liens and encumbrances and ready to be transferred to Commissioners in accordance with prior agreements and Section §5-307 as aforesaid, and.

WHEREAS, The Facility is fully operational in accordance with all required permits and;

WHEREAS, All real or personal property lien holders, have joined herein or executed separate documents for the purpose of releasing any and all right, title and interest they may have in and to any of the property herein described.

NOW THEREFORE THIS DEED, BILL OF SALE, AND ASSIGNMENT WITNESSETH:

That for good and valuable consideration, receipt and sufficiency which is hereby acknowledged, the parties do hereby agree as follows.

1. All of the following described components, rights, permits, licenses, personal property, real property, easements, and being all of the right title and interest of Developer associated with, in, and to Facility are hereby granted, convey and transferred unto Commissioners. The real property shown as a proposed utility easement show on the plat attached as Exhibit A and recorded at Plat Book SRB 251, p. 74, the pump station and all fixtures contained within it.
2. Commissioners agree that the final inspection of Facility has been conducted and it is approved and accepted.
3. Commissioners hereby accept operational control and ownership of the Facility as herein set forth.
4. Developer warrants and agrees that construction of the Facility is in accordance with all permits and approvals.

- 5. Developer warrants for a period of two (2) years that the Facility is constructed in a workmanlike manner, in accordance with industry standards, is free and clear of all faulty materials, is properly designed for its intended use, is free of imperfections, and will operate in accordance with its design and further that it is free and clear of all liens and encumbrances and that written releases of all workers and suppliers have been delivered.
- 6. Lienholder hereby releases its lien upon any property hereby transferred.
- 7. Developer shall execute such other and further assurances hereof as Commissioners may require.

IN WITNESS WHEREOF, the hands and seals of the parties hereto, as of the date and year first above written.

[Handwritten Signature]

DEVELOPER

By: [Handwritten Signature] (SEAL)
CHRIS KALIL, RIVER RUN TOWNS, LLC
ON BEHALF OF COUNTY COMMISSIONERS
OF WORCESTER COUNTY

By: _____ (SEAL)
Weston Young, P.E., Chief Administrative Officer

LIENHOLDER

[Handwritten Signature]

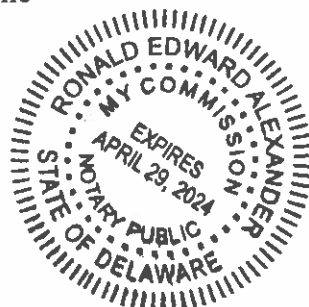
By: [Handwritten Signature] (SEAL)

STATE OF DELAWARE, SUSSEX COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of NOVEMBER, 2022, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHRISTOPHER KALIL, known to me (or satisfactorily proven) to be the DEVELOPER, named in the foregoing instrument, and executed the same in the capacity stated and for the purposes herein contained.

[Handwritten Signature]
Notary Public

Commission Expires: 4/29/24



STATE OF MARYLAND, WORECESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2022 before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____, Lienholder, and executed the same in the capacity stated and for the purposes herein contained.

Notary Public

Commission Expires: _____

STATE OF MARYLAND, ^{Wicomico}~~WORECESTER~~ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of October, 2022 before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carl Cottenham, known to me (or satisfactorily proven) to be the Executive Vice President, Lienholder, and executed the same in the capacity stated and for the purposes herein contained.

Rebecca Lynn Meade
Notary Public

Commission Expires 6/28/24

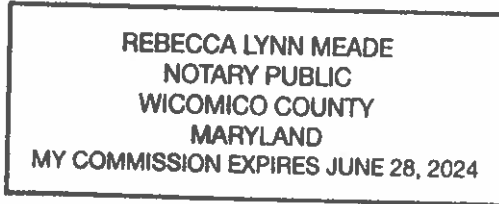


Exhibit A

LEGAL DESCRIPTION

Bond No. AL103356


BOND
(With Corporate Surety)


KNOW ALL MEN BY THESE PRESENTS that River Run Towns, LLC,
179 Rehoboth Avenue, #1081, Rehoboth, DE 19971
as Principal(s) and First Indemnity of America Insurance Company, 2740 Route 10,
Suite 205, Morris Plains, NJ 07950 as Surety, are held firmly bound unto the
County Commissioners of Worcester County, Maryland, for the sum of \$ Five Hundred
Eleven Thousand Four Hundred Seventy Nine and 16/100 Dollars (\$511,479.16)
for payment of which we bind ourselves, our heirs, personal representatives and
successors by these presents for the payment thereof.

The condition of this obligation is such that if the above bound Principal(s) and
surety, shall in all things well and truly perform and observe all of the covenants,
agreements and conditions including any extensions thereof on their part to be
performed and observed as set forth in the attached agreement between _____
River Run Towns, LLC and the County Commissioners of Worcester
County dated July 21, 2021 herewith for the _____
Installation of new wastewater collection system, pump station, and force main, along with new water distribu-
tion system and related appurtenances per MDE approved plans - Tax Map 15, Parcel 126 Lots FD-3 and FD-4 located in the
development known as River Run Townhomes
_____, to the satisfaction of the County Commissioners of
Worcester County, Maryland to remain in full force and effect for a period not to be less
than 60 days from the date of termination as set forth in the agreement
attached herewith. Failure to timely complete work specified in the said agreement
shall result in the forfeiture of the bond and security upon resolution of the County
Commissioners.

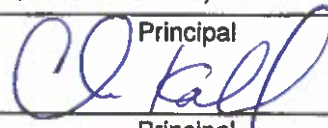
AS WITNESS the hands and seals and/or corporate names of the parties hereto,
all of this 25th day of October, 2022.

WITNESS:





Manuel Jones, Witness as to Surety

River Run Towns, LLC

 Principal

Principal
First Indemnity of America Insurance Company

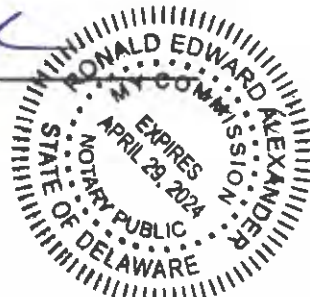
 Surety
Rush H. Seale, Attorney-in-fact

DELAWARE SUSSEX COUNTY
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Principal)

I HEREBY CERTIFY that on this 31ST day of OCTOBER, 2022,
before me, a Notary Public in and for the State and County aforesaid, personally appeared CHRISTOPHER KAUL, Principal, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/29/24

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Principal)

I HEREBY CERTIFY that on this _____ day of _____, 20____,
before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, Principal, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Surety)

I HEREBY CERTIFY that on this 25th day of October, 2022,
before me, a Notary Public in and for the State and County aforesaid, personally appeared Rush H. Seale, Attorney-in-fact, Principal, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC Jaime L. George-Perando

2025

My Commission Expires: October 24, 2025

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY

ITEM 4

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

Bond No. AL103356

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Jaime Lynn George-Perando, Rush H. Seale, Adam T. Grap, Menuel Jones, Aldo Pasquariello, Karen L. Wilson, Maki F. Tyree, Anne Schevker, Stephen A. Spencer, Paul M. Troeschel, Daniel R. West, Brenda L. Pattishall, Susan B. Willett, Beatrice Saint-Felix, Ryan Hays, Rohan Nabar, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.



Allen I. Pencil

Pa

trick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

Kathleen Fochesto



On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

My Commission Expires 3/16/2020

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 25th day of October, 2022.



Jane E. Lynch
Jane E. Lynch, Secretary

AL103356



MARYLAND INSURANCE ADMINISTRATION

CERTIFICATE OF AUTHORITY

No. 000816

The below named insurer has authority to transact, within this State until the 30th day of June next, unless said authority is revoked prior to said day in accordance with law, the kinds of insurance set forth below and specifically designated by code letters. Code letters are detailed on reverse side.

S

EFFECTIVE DATE		
07	01	2022
MO	DAY	YR.

First Indemnity of America Insurance Company
2740 State Rte. 10
Suite 205
Morris Plains, NJ 07950 USA

Kathleen A. Finnan
Insurance Commissioner

KINDS OF INSURANCE AUTHORIZED TO BE WRITTEN UNDER THE MARYLAND INSURANCE ARTICLE

- | | |
|--|--|
| <p>A - Variable Annuities - Sections 1-101(d)(e), 16-601, 16-602, 16-603</p> | <p>N - Non-Profit Health Service Plan - Section 14-101, 14-110, 14-111</p> |
| <p>C - Casualty (not including Vehicle Liability, Mortgage Guaranty & Worker's Compensation) - Section 1-101(i)</p> | <p>P - Property and Marine (excluding Wet Marine and Transportation) - Section 1-101(gg)</p> |
| <p>D- Dental Plan Organization - Sections 14-401, 14-405, 14-407</p> | <p>R - Variable Life - Sections 16-601, 16-602</p> |
| <p>F - Fraternal - Section 8-423, 8-424, 8-427</p> | <p>S - Surety - Section 1-101(oo)</p> |
| <p>G - Mortgage Guaranty - Section 1-101(i)</p> | <p>T - Title - Section 1-101(qq)</p> |
| <p>H - Health - Section 1-101(p)</p> | <p>V - Vehicle Liability - Sections 1-101(i), 19-101, 19-502, 19-503, 19-504</p> |
| <p>L - Life, including Annuities and Health (except Variable Life & Variable Annuities) - Sections 1-101(d)(e), 1-101(p), 1-101(x)</p> | <p>W - Workers' Compensation - Sections 1-101(i), 19-101, 19-402</p> |
| <p>M - Marine, Wet Marine & Transportation - Sections 1-101(z), 1-101(ss)</p> | <p>X - Medical Mutual - Sections 24-203, 24-206</p> |

RELEASE OF MECHANIC'S LIENS

The undersigned has provided services and/or materials for construction and improvements at the property owned by River Run Towns, LLC and described as follows: Water and Sanitary Sewer construction administration services for the River Run Townhome project located in Worcester County, Maryland.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale of retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 19th day of October, 2022.

WITNESS:

Davis, Bowen & Friedel, Inc.

Josh Taylor, Sr. Engineer/Associate



BY:

Davis, Bowen & Friedel, Inc.

Jason P. Loar, Sr. Engineer/Principal



BUNTING & MURRAY CONSTRUCTION CORPORATION
32924 LIGHTHOUSE ROAD
SELBYVILLE, DELAWARE 19975
PARTIAL RELEASE and WAIVER of LIEN

For and in consideration of the receipt of \$1,165,902.54***One Million One Hundred Sixty-Five Thousand Nine Hundred and two and ..54/100 Dollars*** in payment for labor, equipment, and/or materials billed through 03/09/2023 receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish River Run Towns, LLC and the Owner(s) of any and all claims, demands and rights of lien, to the extent of the total amount paid for all work, labor, materials, equipment, or other goods paid for the sewer and water phase of the project located at the site hereinafter described as:

PROJECT NAME AND ADDRESS:

River Run Towns

Beauchamp Rd, Berlin, Worcester County, Maryland

OWNER(S) NAME AND ADDRESS:

River Run Towns LLC

179 Rehoboth Ave, Suite 1081

Rehoboth, DE 19971

The undersigned further warrants and represents any, and all valid labor and/or material and equipment bills, now due and payable on the property hereinabove described on behalf of the undersigned will be paid within ten (10) days from receipt of these funds.

TOTAL AMOUNT: AIA#01 through AIA #14	\$1,165,902.54
TOTAL WORK COMPLETED THIS WAIVER:	\$1,165,902.54
PAYMENT RECEIVED TO DATE:	\$1,165,902.54
AMOUNT DUE TO SATISFY THIS WAIVER:	-0-

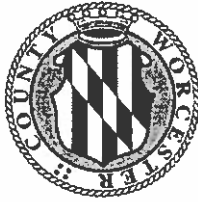
BY:

Jay C Murray Pres March 3/22/2023

Jay C. Murray

Bunting and Murray Construction Corp.

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 Administrative Officer**
FROM: Christopher S. Clasing, P.E., Deputy Director *cs c*
DATE: April 10, 2023
**SUBJECT: Water & Wastewater Division – Small Project Agreement
Shorepoint Cottage Court**

Enclosed for Commissioner review and approval is a Small Project Agreement for the Shorepoint Cottage Court project. This project will extend public water and sewer service via the Mystic Harbour Service Area to a total of 52 cottage units in the community.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required West OC Properties LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

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

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

Attachments

CC: Dallas Baker, Jr., P.E., Director
Tony Fascelli, Water & Wastewater Superintendent

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

THIS AGREEMENT made this ___ day of _____, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of Mystic Harbor, hereinafter called "Service Area" and WEST OC PROPERTIES LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Shorepoint Cottage Court hereinafter called "Facilities."

B. LOCATION PROPERTY

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

Deed Reference 04451/00454 Tax Map 26 Parcel 424

C. SERVICE TO BE PROVIDED 8" C-900 PVC Water Main Extension, 6" water service line, and 2" HDPE Force Main for Sewer Service

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by Apr. 11, 2023 complete construction by July 30, 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS _____

F. CONSTRUCTION AGREEMENTS

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

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees and costs are estimated to be \$131,686.95.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$3,500.00 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve Seventeen (17) Mystic Water and Sewer EDU's
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

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

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


SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

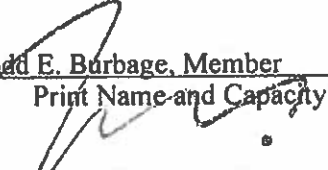
 Weston Young, P.E.
 Chief Administrative Officer

 (SEAL)
 President

Witness


 Carolyn Crossan
 (Print Name)

DEVELOPER
 West OC Properties, LLC

 Todd E. Burbage, Member
 Print Name and Capacity


 (SEAL)
 Signature



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

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

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: April 10, 2023
RE: Request to Transfer – Annual Housing Bond Allocation

.....

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

The transfer of the bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level and also provides for mortgage tax credits. Worcester County has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2022 is \$2,185,554.00.

Attached you will find the DHCD's letter of request and a summary of the purchase activity through the Maryland Mortgage Program.

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

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

cc: Davida Washington, Housing Rehabilitation Program Coordinator

April 18, 2023

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

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$2,185,554 of its total \$2,185,554 tax-exempt housing bond allocation as set forth in the 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

Anthony W. Bertino, Jr.
President, Worcester County Commissioners

Certificate of Counsel

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

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



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
OWEN McEVOY
Deputy Secretary

March 17, 2023

The Honorable Anthony W. "Chip" Bertino, Jr.
President, Board of County Commissioners
County Government Center, RM 1103
One W. Market Street
Snow Hill, MD 21863-1195

Dear President Bertino,

The Department of Housing and Community Development (The Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2023. There is no change to the process from last year.

The Department invites Worcester County to transfer its 2023 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$2,185,554. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 15, 2023.

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

We ask your cooperation in transferring your 2023 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 15, 2023 to the following address:

Maryland Department of Housing and Community Development
7800 Harkins Road



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301.420.7400 • 1.800.755.0110 • TTY/RELAY 311 • 1.800.735.2759



Lanham, MD 20706
ATTN: CHERRONDA ESTEP – SINGLE FAMILY - 3RD FLOOR

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

karl.metzgar@maryland.gov

Included for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for FY 2020, 2021, 2022 and FY 2023 through 2/28/2023.

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

Thank you.

Sincerely,

Maddy Ciulu
Maddy Ciulu, Director
Single Family Housing

Enclosures: Attachment I Form Letter for Transfer of Allocation
Attachment II Maryland Mortgage Program Purchase Activity for FY 2020, 2021, 2022 and FY 2023 through 2/28/2023..



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301 438 7400 • 1 800 356 0110 • TDD/RELAY 301 438 735 2350



2023 ATTACHMENT I

**FORM LETTER FOR 2023 TRANSFER OF ALLOCATION
TO BE PREPARED ON LOCAL JURISDICTION'S LETTERHEAD**

[Date]

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

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, **[Name of Jurisdiction]** hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$ _____ of its total \$ _____ tax-exempt housing bond allocation as set forth in 2023 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

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

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

[Signature]

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

RETURN THE COMPLETED LETTER TO:

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

ATTACHMENT II
MARYLAND MORTGAGE PROGRAM
PURCHASE ACTIVITY

WORCESTER COUNTY

Fiscal Year	#	Loan Amount
2020	15	\$2,539,121
2021	2	\$289,724
2022	9	\$1,476,429
2023	7	\$1,637,951

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

MEMORANDUM

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: April 10, 2023
 SUBJECT: Agricultural Scrap Tire Collection Event

Public Works – Solid Waste (Recycling) Division is requesting Commissioner approval to participate in an agricultural scrap tire collection event sponsored by the Maryland Department of the Environment (MDE), Maryland Environmental Service (MES), and Maryland Farm Bureau on May 20th and 22nd, 2023. This event is similar to the annual scrap tire event held for passenger vehicles that the County participates in with MDE and MES.

The event will be held at the Worcester County Central Landfill in Newark. Farmers will be able to drop off their tires on the assigned days between the hours of 8:00 AM till 3:30 PM. This event is for Worcester County Farmers only and is not open to homeowners or area businesses. Farmers will be permitted to deliver scrap tires without restrictions so long as tires come from a Maryland farm based in Worcester County. MDE will reimburse Worcester County for the cost of transportation and disposal of scrap tires collected from this event, up to a maximum amount of \$60,000. Additionally, Worcester County will be reimbursed up to \$2,500 for scrap tire loading assistance (including labor and equipment) at the County event location. Advertising will appear in County newspapers as well as the County website and social media page.

Separate intergovernmental agreements have been developed by MES and will be signed/executed by both MES and the County after legal review.

Please let me know if there are any questions.

Attachments

Cc: Chris Clasing
 David Candy
 Mike McClung



Larry Hogan GOVERNOR

Boyd K. Rutherford LT. GOVERNOR

Charles Glass, Ph.D., P.E. EXECUTIVE DIRECTOR

January 17, 2023

Via Email: mmcclung@co.worcester.md.us

Mr. Mike McClung
Recycling Manager
Worcester County Central Facility Landfill
7091 Central Site Lane
Newark, MD 21841

Subject: **FY 2023 Agricultural Scrap Tire Collection Event
Notification of Event & Participation Survey**

Dear Mr. McClung:

The Maryland Environmental Service (MES), in conjunction with the Maryland Department of the Environment (MDE) and Maryland Farm Bureau, is planning a statewide Agricultural Scrap Tire Collection Event (the Event) in 2023. This project is funded through MDE and managed by MES. MDE has approved the 2023 Event to include 16 Counties and Baltimore City. The 16 Counties include Allegany, Anne Arundel, Baltimore, Carroll, Charles, Dorchester, Frederick, Garrett, Harford, Howard, Montgomery, Prince George's, Somerset, Washington, Wicomico, and Worcester Counties. The Event will provide farmers in these Counties with a free-of-charge option for disposing of scrap tires that they have accumulated on their properties.

MES is tasked with coordinating and supervising the Event in each participating County. The Event is tentatively scheduled to be conducted in February through April 2023. Each participating County must designate a collection site on the dates of their choosing. Each County event will last at least nine (9) consecutive days; either over two weeks or a one-week period between and including two weekends. The Maryland Farm Bureau will have an opportunity to sponsor collection sites within the Counties of any who do not intend to participate in the Event. The Maryland Farm Bureau will advertise the Event through direct mail to its members and on its social media. The participating Counties may also post the County events on their local newspaper or social media. MES will coordinate with MDE to issue a temporary scrap tire license waiver letter to each participating County.

Resident farmers will participate in the project by delivering scrap tires to the event location selected by the local County (or Farm Bureau). Farmers will be permitted to deliver scrap tires without quantity or type restrictions so long as tires come from a Maryland farm based in the County hosting the event. Non-farm residents and commercial entities are not permitted to participate in these agricultural events. Tires from out-of-state farms owned by Maryland farmers will not be accepted.

FY 2023 Agricultural Scrap Tire Collection Event
Notification of Event & Participation Survey
January 17, 2023
Page | 2 of 3

For planning purposes, the project budget will provide reimbursement for the cost of transportation and disposal of scrap tires collected from this Event, up to a maximum amount of \$60,000 per participating County. This budgeted dollar limit may be adjusted depending upon the number of participating Counties and availability of the project funds, and is subject to the approval from MDE. The types of scrap tires collected during the Event will be at the County's discretion. All scrap tires collected during the Event shall be transported to licensed facilities for recycling or disposal. Additionally, each participating County will be reimbursed up to \$2,500 for scrap tire loading assistance (including labor and equipment) at the County event location. Upon completion of the Event, participating Counties will be required to submit invoices and supporting documents to MES to receive reimbursement. Supporting documents shall include, but are not limited to, a report indicating number of participating farmers, total tonnage of scrap tires collected, and scrap tire disposal location with scale weigh tickets as validation.

The project tasks of all responsible parties are listed below:

MES Responsibilities:

1. Develop Inter-Governmental Agreements (IGAs) between MES and the participating Counties.
2. Coordinate event execution with the Farm Bureau and the participating Counties.
3. Manage reimbursement to participating Counties that have active tire haulers: The reimbursement includes the cost for Counties' labor/equipment to load tires as well as all costs for transportation/disposal of collected tires by the County-contracted haulers; The haulers will be paid directly by the Counties.
4. Manage reimbursement to participating Counties that do not have active tire haulers: The reimbursement is only for the cost for Counties' labor/equipment to load tires into the containers or trailers provided by the MES-contracted haulers; The haulers will be paid directly by MES.
5. Manage reimbursement to Farm Bureau: The reimbursement is for Farm Bureau's actual costs for advertising the Event.
6. MES procurement to obtain licensed tire haulers: MES will contract with licensed haulers to provide tire transportation/disposal services for (1) the participating Counties that do not have contracted haulers and (2) the events that are not sponsored by the Counties but by the Farm Bureau. MES will pay the haulers under direct contracts with MES.
7. MDE will reimburse MES for all costs that MES incurs for the project.
8. Track and record tons of tires collected from each participating County and submit a summary report to MDE.

Responsibilities of Participating Counties:

1. Advertise the project Event on their local newspaper or social media.
2. Identify and provide event location(s).
3. Coordinate the days or period of the collection events.
4. Provide staffing/equipment and coordination of all on-site activities during the Event.
5. Provide labor and equipment to load scrap tires into transportation vehicles.
6. Transport and properly dispose of collected tires at a licensed facility by a County-contracted hauler, if available. The fees for these services will be paid directly by the participating County to their contracted hauler. Participating County with contracted hauler will be reimbursed by MES up

FY 2023 Agricultural Scrap Tire Collection Event
Notification of Event & Participation Survey
January 17, 2023
Page | 3 of 3

- to the dollar limit established by the project. Participating County using MES-contracted hauler will not be reimbursed for tire transportation/disposal.
7. Report the number of participants, tons of tires collected and the disposal location (with scale weigh tickets as validation).
 8. Fund the disposal cost of any tires collected that exceeds the established budget limit, without expectation of reimbursement.

Maryland Farm Bureau Responsibilities:

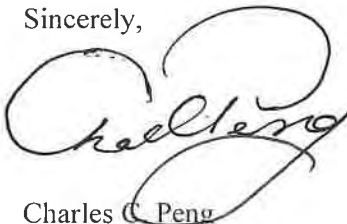
1. Identify event locations for the collection of scrap tires from farmers located in the Counties where the Farm Bureau is the primary sponsor.
2. Coordinate the days or period of the collection events.
3. Advertise the events on the local newsletter or through other media of its choice.
4. Coordinate project event tasks.
5. Report the number of participants from each Farm Bureau-sponsored site.
6. Provide MES with paid invoices for advertisement costs incurred by Farm Bureau for the events. Farm Bureau's reimbursement request shall be only for the actual costs of placing the advertisement for this project and shall not exceed the funding level specified by the project.

Please note: The purpose of this letter is only to provide general project information and to survey for Counties' interests of participation. Separate Intergovernmental Agreements (IGAs) will be developed by MES and an IGA will be signed/executed by both MES and each participating County. The IGA must be fully executed by both parties prior to the commencement of the Event.

Upon your review of the project summary above, please complete and return the attached Participation Survey Form to my attention at cpeng@menv.com no later than January 31, 2023. Should you have any questions or need additional information, please contact me via email or phone at 443-883-0837.

We look forward to hearing back from you soon. Thank you.

Sincerely,



Charles C. Peng
Senior Engineer
Environmental Operations Group

Cc: Abigail Pascual, MDE
Jeff Landis, MES

FY 2023 AGRICULTURAL SCRAP TIRE COLLECTION EVENT
PARTICIPATION SURVEY FORM

Please provide completed survey form to cpeng@menv.com no later than January 31, 2023

Name of Maryland County:

Participation Interest: Yes No

Planned County Event Dates (9 to 15 consecutive days):

Planned County Event Location:

Facility Name -

Facility Address -

Does County have an active contracted scrap tire hauler? Yes No

County-Contracted Scrap Tire Hauler (Name, Address, & Scrap Tire Hauler License Number):

Does County need assistance with scrap tire hauling/disposal services provided by MES? Yes No

County Recycling Coordinator or County Contact for Event:

Name (Print) -

Title -

Contact Phone -

Email Address -

Signature -

Date -

Project funded by Maryland Department of the Environment Scrap Tire Program, and managed by Maryland Environmental Service.



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to read "RJM", is placed to the right of the "From:" line.

Subject: **National Wildlife Federation Foundation (NWFF)**
National Coastal Resiliency Fund – Letter of Support

Date: 4/4/23

Staff from the Maryland Department of Natural Resources (MD-DNR), the Maryland Coastal Bays Program (MCBP), and U.S. Fish and Wildlife Service (USFWS) have coordinated with Environmental Programs staff in investigating coastal marsh sites for restoration and resilience project grants. USFWS will be resubmitting a grant proposal on behalf of MCBP and the U.S. Fish and Wildlife Service for a Maryland Coastal Bays Marsh Restoration project under the National Coastal Resiliency Fund grant program.

After a debriefing regarding last year's application, they are focusing on specific sites to narrow the focus of their application. They are requesting a letter of support from the Commissioners on the Langmaid Road property marsh. We have been to the site and this marsh is in poor condition. While the firing range is located on the mainland, the work involved in this project will be in open water out in the marsh. The coordination of this proposed restoration outside of the activities at the range can be safely accomplished.

This particular marsh restoration project proposed here (Site No. 7 on map) is just one component of a larger strategy on twelve (12) Coastal Bays sites to restore 1,233 acres of degraded marshes on public and private lands. Most of the Maryland Coastal Bays marshes were grid ditched in the 1930s by the Civilian Conservation Corps, altering marsh hydrology which have resulted in interior marsh ponding and vegetation die off. Project goals are to create designs to restore historical human induced impacts, build resiliency, and create habitat for marsh nesting birds, fish, and shellfish. This will be accomplished through the following techniques: (1) installation of runnels to drain water from megapools to foster marsh grass recolonization; (2) restoration of ditches back to meandering marsh channels; and (3) placement of sediment on the marsh to fill ditches and build elevation. The design will be completed by an engineering/design firm with experience working locally implementing restoration projects in microtidal marsh systems using nature-based solution engineering. All of these restoration techniques have been implemented successfully in the Mid-Atlantic at project sites in Reeds Beach, New Jersey, Prime Hook National Wildlife Refuge (NWR) in Delaware, Pepper Creek in Delaware, Blackwater NWR in Maryland, and Assateague Island National Seashore in MD.

Worcester County's *Hazard Mitigation & Resilience Plan* identifies that our Coastal Bays shorelines are at risk for erosion and storm surge flooding. This project would follow that plan's recommendations to build greater resilience to extreme precipitation, strengthen climate resilience, and preserve natural and restored terrestrial and aquatic ecosystems and habitats. Completing restoration projects and designing and permitting additional restoration and resilience projects will aid in implementing strategies reducing marsh instability, which is important to ensure key

ITEM 8

habitats are not diminished and also that the water quality and storm protection capacity of these tidal wetlands are preserved.

This will not involve direct funding from Worcester County. Any in-kind staff time or technical assistance provided would be part of our normal county and state-delegated duties for project permitting, inspections and coordination for plan reviews. We would respectfully recommend the County Commissioners approve of a letter of support for this grant application. Should the Commissioners concur and wish to approve this grant endorsement for this project site, a draft letter to NWFF is attached for your consideration.

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

Attachments

cc: David Bradford
Katherine Munson



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: National Fish and Wildlife Foundation (NFWF) grant application—support letter

DATE: April 3, 2023

USFWS has informed us that they intend to resubmit an application for funding of multiple salt marsh restoration projects in the coastal bays from the NFWF, National Coastal Resiliency Fund. The funding application was denied last year.

They are asking for a letter of support from Worcester County for proposed work on the Langmaid Road/firing range property owned by the county.

A map showing the locations of potential restoration projects and their status is attached.

Attachments

Draft

April 2023

National Fish and Wildlife Foundation
1133 Fifteenth St. N.W., Suite 1000
Washington, DC 20005

Re: National Fish and Wildlife Foundation, National Coastal Resiliency Fund
Worcester County's Langmaid Road Property, Tax Map 49, Parcel 116

Dear Review Committee-

At their meeting on April 18, 2023, 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 writing to offer our support for salt marsh restoration work proposed by the Delmarva Resource Conservation and Development Council and their team of restoration partners. The county property targeted for restoration, located on Newport Bay, is in agricultural and natural resource use and also used as a firing range. The nearly 200 acre marsh area to be restored plays a crucial role in habitat and water quality in Newport Bay.

The County is well aware of the increasing degradation of our coastal marshes and are very concerned about the loss of critical resilient buffer and stormwater runoff filter for adjacent agricultural and residential properties. We are also informed about the loss of important habitat for marsh nesting birds, fish and shellfish, including the Salt Marsh Sparrow which is designated as a species of greatest conservation need in the Maryland State Wildlife Action Plan. Worcester County's Hazard Mitigation & Resilience Plan also identifies that our Coastal Bays shorelines are at risk for erosion and storm surge flooding. This project would also follow that plan's recommendations to build greater resilience to extreme precipitation, strengthen climate resilience, and preserving natural and restored terrestrial and aquatic ecosystems and habitats.

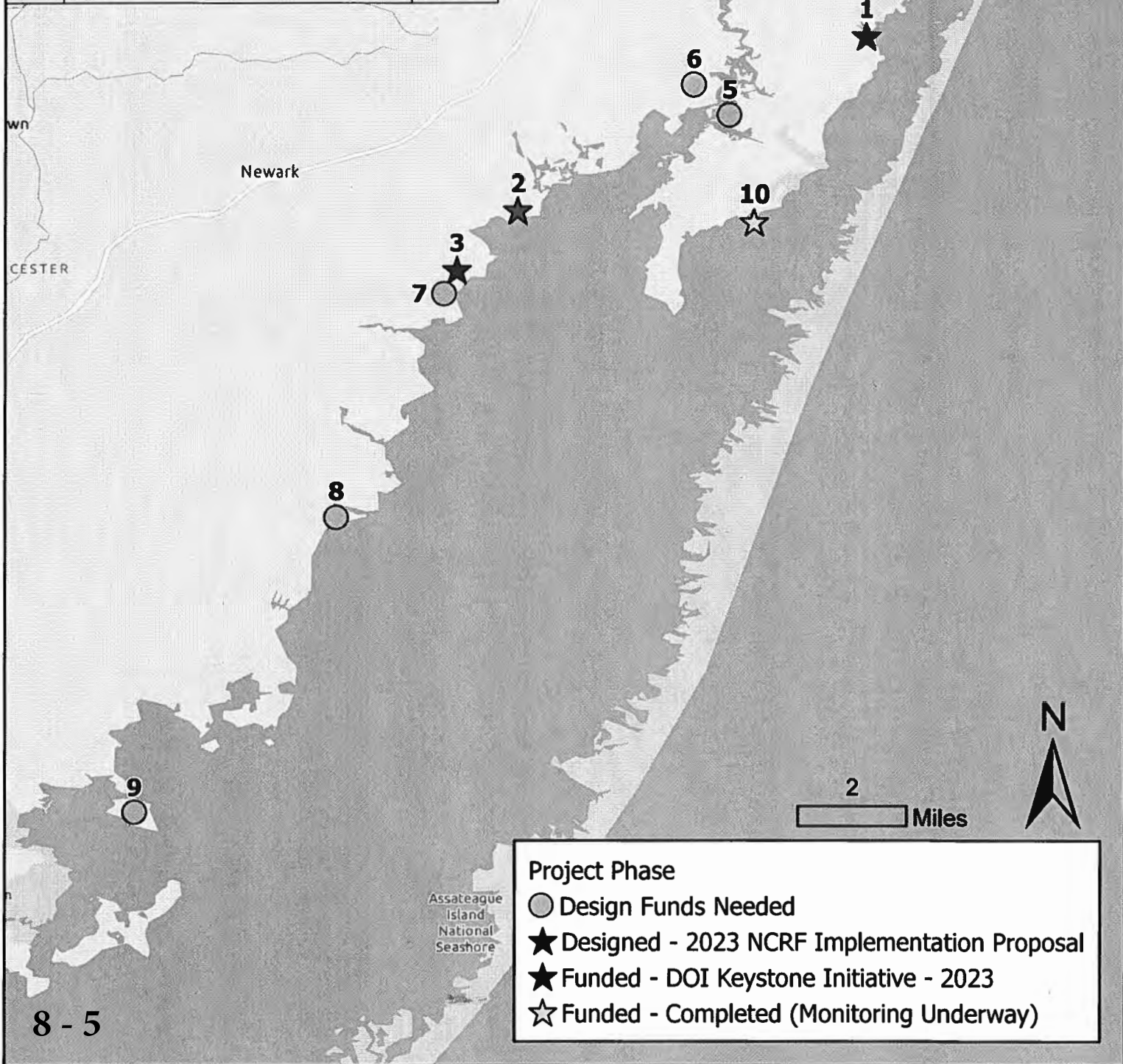
We believe the proposed project will serve as an important step toward addressing the marsh degradation and loss in the Coastal Bays and will provide valuable experience and lessons learned to guide future restoration efforts in the County and our region. This project would aid in implementing strategies reducing marsh instability, which is important to guarantee key habitats are not diminished and also ensure that the water quality and storm protection capacity of these tidal wetlands are preserved. We agree to allow access, during appropriate times, to natural resource professionals and contractors to complete the project.

Sincerely,

Anthony W. Bertino, Jr.
President

Maryland Coastal Bays Salt Marsh Restoration Projects

Site	Property	Acreage
1	Stark Bliss Happens Ln	35
2	Croppers Island	114
3	Stark Langmaid Rd	25
4	Marsh Harbor	23
5	Horner Farm	225
6	Bay Creek LLC	473
7	Worcester County Langmaid Rd	187
8	Smithson	84
9	Tizzard Island (8 Acre Living Shoreline Funded - Project Underway, 151 Acre Salt Marsh Restoration)	159
10	Rum Pointe	35
	Total	1,360





Office of Tourism & Economic Development
107 West Green Street, Snow Hill, MD 21863
(410) 632-3112 • www.MarylandsCoast.org

TO: Weston S. Young, Chief Administrative Officer
FROM: Melanie Pursel, Director, Office of Tourism and Economic Development
DATE: April 12, 2023
RE: Out of State Travel Request

Out of State Travel Request

<u>Economic Development/Tourism</u> Department	<u>1</u> # of Attendees	<u>100.1801.7000.100</u> GL Account Code
<u>Tampa, FL</u> Destination	<u>5/2/2023</u> Depart	<u>5/6/2023</u> Return

Purpose of Travel: *Our partners at Zartico are hosting their inaugural user conference – for ZDOS® users and destination leaders across the U.S. – in Tampa, Florida, on May 2-6. I would like to attend this event because it’s a valuable opportunity to deepen our understanding of ZDOS® insights and how we can put them to work for our community.*

Estimated Costs: Airfare	<u>\$600</u>
Lodging	<u>\$1,085</u>
Meals	<u>\$120</u>
Registration Fees	<u>Paid by event holder</u>
Car Rental	
Other Transportation	<u>\$40</u>
Other	
Total	<u>\$1,845</u>

Worcester County Sheriff's Office **ITEM 10**

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

March 24, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY23 Police Recruitment and Retention Program Grant
(White Paper Solicitation)

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY23 Police Recruitment and Retention Program Grant (white paper solicitation) in the amount of \$27,623.

If approved and awarded, the grant monies will be used to improve and enhance our community policing recruitment efforts, specifically re-wrap of two utility trailers used to transport ATVs and materials to events, a canopy for event use, and branded promotional items.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

Worcester County Sheriff's Office
FY23 Police Recruitment and Retention (PRAR) grant program
White Paper Solicitation
03/24/2023

Law enforcement nationwide has seen an unprecedented decline in recruitment. The Worcester County Sheriff's Office, located on the Eastern Shore of Maryland, is not immune to the steady decline of qualified candidates.

The Worcester County Sheriff's Office has identified a significant need to present a more powerful presence at recruitment events, community happenings, child-targeted events, and in our daily duties to introduce potential candidates to our agency and all the agency has to offer as a career choice. One example of the benefit of this is a recent new hire to our agency who began considering a law enforcement career at a young age, due largely to direct interaction with, and mentoring by, his Worcester County Sheriff's Office School Resource Officer.

To aid in presenting that presence and initiating positive relationships, we are seeking advertisement and promotional funds, specifically event equipment and promotional items.

At recruiting and community events, we have found it effective to bring examples of equipment used by our deputies to showcase to potential applicants. Since we live in a largely rural area, popular pieces of equipment to display are two of our patrol ATVs. Our ATVs are housed and transported in a cargo trailer on which the agency's branded wrap is faded, cracking, and falling off in places. We are seeking funds in the amount of \$2,000 to re-wrap our ATV trailer with the Worcester County Sheriff's Office name, badge logo and contact information. A second utility trailer we use is smaller in size and transports materials, tables, etc. to recruiting and community events. We are seeking funds in the amount of \$1,000 to re-wrap this smaller trailer with our agency name, badge logo and contact information. These transformations will aid in catching the eyes of onlookers both at events and when we travel to and from these events, and serve as advertisement for the Worcester County Sheriff's Office for years to come.

Another item we have identified as a significant need is an event canopy. This canopy would also be branded with our agency name, badge logo and contact information. It will serve as a visual attraction, stationary advertisement, and shelter during inclement weather at recruitment/promotion events for both personnel and items on display. We are seeking funds in the amount of \$672 to purchase a branded canopy.

Promotional give-away items are a useful tool in getting our agency name out into the public and are easily distributed at recruitment events. Give-away promotional items with our agency brand are popular with all ages and serve as conversation starters as well as aiding in promoting positive relationships. One area in which we have found that promotional items initiate the opportunity to interact constructively with the younger public is at community events. Popular

items that we have identified and their prices are listed on an accompanying document and include items for both adults and children. We are requesting funds in the amount of \$23,951 to purchase branded promotional items.

The total of funds requested is \$27,623. If awarded, our spending plan is to place all orders by mid-April 2023. All funds would be expended prior to the June 30, 2023 deadline.

The items we have requested in this grant are in excess of what is covered in our current budget. These items are essential to the Worcester County Sheriff's Office recruitment process to ensure the the agency remains relevant and a viable option for current and future generations of applicants.

Thank you for your consideration.

ITEM 10

Worcester County Sheriff's Office (WCSO)

Total: \$27,623.25

PRAR Grant (4/1/2023 to 6/30/2023)

Item	Price	Qty	Total	Justification
ATV trailer wrap	\$2,000.00	1	\$2,000.00	Eye-catching new wrap branded with WCSO logo and contact information
Recruiting trailer wrap	\$1,000.00	1	\$1,000.00	Eye-catching new wrap branded with WCSO logo and contact information
Canopy	\$672.00	1	\$672.00	New canopy branded with WCSO logo and contact information
Challenge coin	\$6.00	500	\$3,000.00	Branded with Worcester County Sheriff's Office badge
Lapel pin	\$3.00	500	\$1,500.00	Branded with Worcester County Sheriff's Office badge
Metal key chain	\$7.00	500	\$3,500.00	Smaller replica Worcester County Sheriff's Office badge attached
T-shirts (assorted sizes)	\$20.00	100	\$2,000.00	Worcester County Sheriff's Office name on shirt
Coffee mugs	\$10.85	100	\$1,085.00	Branded with Worcester County Sheriff's Office badge
Auto safety tool	\$2.39	500	\$1,195.00	Worcester County Sheriff's Office name on the tool
Glow in the dark football	\$1.89	500	\$945.00	Worcester County Sheriff's Office name on the football
Canvas pouch	\$2.24	600	\$1,344.00	Branded with Worcester County Sheriff's Office badge
Lanyards	\$1.32	1000	\$1,320.00	Worcester County Sheriff's Office name on the lanyard
Glow in the dark bracelet (Qty 100 for 1 set)	\$17.50	5	\$87.50	Branded with Worcester County Sheriff's Office badge
Light up safety arm band	\$4.89	250	\$1,222.50	Worcester County Sheriff's Office name on the band
Deputy badges	\$0.94	5,000	\$4,700.00	Worcester County Sheriff's Office name on item
Mood cups	\$1.40	500	\$700.00	Branded with Worcester County Sheriff's Office badge
Tote	\$1.61	250	\$402.50	Branded with Worcester County Sheriff's Office badge
Badge stickers	\$0.22	1000	\$220.00	Branded with Worcester County Sheriff's Office badge
My friend the Sheriff kit (Qty 100 for 1 set)	\$145.95	5	\$729.75	Coloring book, pencil with WCSO branded and sheriff badge sticker in branded bag

*Items are listed in order of priority

Matthew Crisafulli
Sheriff

Worcester County Sheriff's

Nathaniel Passwaters
Chief Deputy



March 29, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2023 White Paper Solicitation for Special Projects
Edward J. Byrne Memorial Justice Assistance Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our submittal of two (2) applications to the FY2023 White Paper Solicitation for Special Projects, Edward J. Byrne Memorial Justice Assistance Grant, as described below:

Submittal #1: Gun Violence Reduction - \$10,000 requested - If approved and awarded, the grant monies will be used to fund overtime costs for WCSO CET Deputies to address an initiative to reduce the illegal possession of firearms by unauthorized persons and to prevent the potential for violence associated with that possession.

Submittal #2: Body Worn Cameras Single Bay Docks - \$27,172.41 requested - If approved and awarded, the grant monies will be used to cover the purchase of additional single bay docks, cords, and warranties to allow for 'at home' docking solutions for deputies who start/stop their shifts from home. This will enable all deputies to upload video, charge cameras, and receive critical firmware updates in a continuously timely manner.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

**Worcester County
Sheriff's Office One**
West Market Street,
Room 1001 Snow Hill,
MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

Worcester County Sheriff's Office
Edward J. Byrne Memorial Justice Assistance Grant
FY2023 White Paper Solicitation for Special Projects

Gun Violence Reduction

Project Summary: The Worcester County Sheriff's Office (WCSO) is seeking grant funding from the Governor's Office of Crime Prevention, Youth and Victim Services through the SFY 2023 Edward J. Byrne Memorial Justice Assistance Grant (BJAG) program to support a law enforcement and task force program for the priority of Gun Violence Reduction. This funding request proposes to adequately address an initiative to reduce the illegal possession of firearms by unauthorized persons and prevent the potential for violence associated with the possession and use of those firearms. This Gun Violence Reduction Program will be conducted in Worcester County, Maryland, primarily in the areas of Berlin and Ocean City, Maryland by members of the Worcester County Criminal Enforcement Team which is a task force that consists of members of local, state and federal law enforcement agencies. Worcester County is a Maryland Criminal Intelligence Network member as well as a designated Washington/Baltimore High Intensity Drug Trafficking Area site. This program will not only benefit the residents of Worcester County, Maryland but also the many Maryland and out of state visitors who come to the area during this time of year, as the Summer resort season begins to get underway. The short-term funding request for the time period 04/01/2023 through 06/30/2023, will allow for the overtime funding of law enforcement personnel to conduct this initiative. The Worcester County Sheriff's Office is requesting an award in the amount of \$10,000 to fund overtime detail for ongoing rounds of this initiative during the grant award period.

Problem Statement: Historically, the Worcester County Criminal Enforcement Team partnered with members of Ocean City Police Department and the Maryland State Police during the beginning of the Summer resort season which generally occurs from April 1st through June 30th time frame. This typically has been a time for recent college and high school graduates and other persons to come to the resort and celebrate their graduations, the end of school and the beginning of Summer. At times, those celebrations would involve low level drug offenses, behavior associated with the over consumption of alcohol and general rowdiness. It was unusual to encounter persons with firearms or illegal narcotics such as cocaine, heroin and/or fentanyl. However, in the past three years, law enforcement has seen a drastic rise in persons illegally possessing firearms, often times while also in possession of illegal narcotics. There have also been reports of assaults involving those firearms, which often happens in crowded public areas. In 2022, the Worcester County Criminal Enforcement Team was credited in W/B HIDTA Case Explorer with seizing 57 firearms, 38 of those seizures came during the time period 4/1/22 – 6/30/22, 2 of which were "ghost guns". In 2021, 39 firearms were seized with 21 occurring from 4/1/21-6/30/21, 9 of which were "ghost guns" and in 2020, 54 firearms were seized, 22 of those from 4/1/20 – 6/30/20. No "ghost guns" were seized in 2020. The number of firearms seized in Worcester County has risen over the past three years and most of them are seized during the April 1st through June 30th time frame. Due to the rising number of persons contacted with firearms and the subsequent seizure of those firearms, it has taken more law enforcement time and personnel to address this growing problem, which has strained the budgeted amount of funding available for these enforcement efforts. In addition, like many law enforcement agencies and task force entities, the Worcester County Criminal Enforcement Team is understaffed by four unfilled positions, which will likely result in trying to supplement the task force gun reduction activities with additional uniformed personnel and will need unplanned budget expenditures in the form of overtime funding. Due to the importance of the gun violence reduction efforts, often times members of the task force must adjust their schedules or limit their work hours so as not to negatively affect the budgeted amount of overtime funding, which results in some enforcement activities going unfulfilled. Uniformed personnel do not have the benefit of

flexible scheduling and their regular duties must be fulfilled, so in order to request their assistance it is likely that unbudgeted overtime funds will have to be expended.

Program Goals and Objectives:

*Goal - To increase public safety by addressing the problem of illegally possessed firearms.

~Objective - Conduct a targeted proactive law enforcement approach in seizing firearms from prohibited persons, the removal of illegally privately manufactured firearms from the possession of persons and the prevention of potential violent acts by the seizure of those firearms.

*Goal – Accurately report the number of seized firearms and number of persons arrested.

~Objective - Reporting of the number and type of the seized firearms in the W/B HIDTA Case Explorer system in addition to any other required reporting data base or mechanism. Also report the number of persons arrested in the same data bases.

*Goal – Identify and disrupt any individuals or groups involved in the trafficking of firearms.

~Objective – Through active traffic enforcement on MD State Route 50 and US Route 113, attempt to identify and disrupt any individuals or group of individuals that may be traveling into the area to sell, trade, or distribute firearms.

*Goal – Community outreach to prevent possible drug overdoses by educating and informing persons about the lethal danger of illegal narcotics, such as fentanyl, xylazine and other dangerous narcotics that are currently being sold on the street and obtain information about persons engaged in the distribution of narcotics or firearms.

~Objective- Through collaboration with the Worcester County Health Department and the unit heroin coordinator, distribute what are known as “rack cards” created by the health department to persons encountered, while conducting routine law enforcement activities.

The overall objective of this proposed program is to remove illegally possessed firearms from individuals who may use those weapons in the furtherance of criminal activity and/or are prohibited from possessing firearms in the State of Maryland. The Worcester County Sheriff’s Office proposes to use its strong law enforcement partnerships to successfully identify, arrest and prosecute those repeat violent offenders who possess firearms illegally. A successful pro-active approach in gun violence reduction seeks to make the community a safer place to work, live and visit by deterring those who want to commit violent criminal behavior and/or utilize firearms in the furtherance of the distribution of illegal narcotics.

Program Strategy: The Worcester County Sheriff’s Office and more specifically the Worcester County Criminal Enforcement Team will approach the Gun Violence Reduction Program as it has successfully done in the past. The program will consist of a multi-agency law enforcement approach with members of the Worcester County Sheriff’s Office, the Worcester County Criminal Enforcement Team, the Maryland State Police and the Ocean City Police Department working together to accomplish the goal. The strategy employed will consist of the use of covert and uniformed personnel conducting pro-active patrols focusing primarily on traffic violations; the use of confidential sources and general intelligence gathering through outreach and interview, as well as the response to calls for service from citizens and members of the business community. Often times, those engaged in illegal activity have been contacted through traffic enforcement activities, as they have been driving at excessive speeds, driving under the influence of alcohol or narcotics, driving recklessly or at times have become upset over some contact with another motor vehicle driver and have engaged in verbal or physical altercations and at times

weapons have been displayed in the course of those altercations. By conducting pro-active patrol measures, it is anticipated many potential issues may be avoided and narcotics and weapons can be seized before they are used or distributed. Worcester County, Maryland is intersected by two major highways, Maryland State Route 50 and U.S. Route 113. Maryland State Route 50 begins on Maryland's Western Shore and runs through several counties in Maryland terminating in Worcester County. It is a major travel thoroughfare from many places West of Worcester County and is a very heavily traveled road for persons not only from Maryland but from out-of-state locations as well. U.S. Route 113 runs the whole length of Worcester County from North to South and is also a heavily traveled road for primarily out-of-state persons from points North and South of Maryland. Members of Worcester County law enforcement have often seized firearms and narcotics traveling into the county, as well as through the county. A unique element in the newly proposed outreach portion of this initiative in which uniformed officers in the regular context of their duties will have contact with various citizens for various reasons, will be able to provide them with educational and informative health department "rack cards", provided by the county heroin coordinator, which are informational documents about the dangers of fentanyl, cocaine and xylazine. The "rack cards" also provide information and contact numbers about local and statewide services which are available for those experiencing substance abuse issues and other problems. Some of the information on the card references the Worcester Safe Station, the Peer Support Warm Line and the Maryland 211 line for statewide resources. One goal of this outreach will be to help prevent non-fatal and fatal overdoses and to establish a rapport with citizens, both locals and visitors, who may need services and who may also be able to assist law enforcement with information about other persons who may benefit from those services, or information about other persons that may be distributing narcotics or who are in possession of firearms. While the main goal is to provide helpful and potentially lifesaving information, a secondary goal for law enforcement, is to gather intelligence about possible illegal activities.

Program Measurement:

Output Measures – The measurement of this program will be based upon the number of illegally possessed firearms seized and the number of persons arrested. These numbers will be reported in the W/B HIDTA Case Explorer system as well as any other required or suggested data base or reporting mechanism, such as MCIN.

Another measurement will be the analysis of the outreach efforts to determine if the number of fatal or non-fatal overdoses decreases from last years similar time period. Any overdoses that occur will be entered into the W/B HIDTA Case Explorer system and compared to last year's numbers. In addition, an attempt to determine the amount of rack cards distributed to citizens will be requested.

Any narcotics seized as a result of this program will also be reported in the W/B HIDTA Case Explorer system as well as any other required or suggested data base or reporting mechanism, such as MCIN.

Initial Outcome Measures – It is anticipated that a targeted proactive law enforcement approach in gun violence reduction activities will result in an immediate decrease in reported gun related crime and violence. Through the outreach program, it is anticipated there will be a decrease in reported non-fatal and fatal overdoses, as well as the possibility of persons seeking services of which they may not have been previously aware.

Impacts – An immediate impact will be increased public safety, the reduction of firearm related crime, the arrest of those who would possess and use firearms in furtherance of criminal activity and the disruption and dismantlement of any identified gun trafficking organization. The prevention or reduction of persons who would travel into Worcester County and throughout the State illegally possessing firearms and using those firearms to commit criminal acts. Longer term impacts would be the

identification of individuals engaged in firearms trafficking and any subsequent investigation that may result. The sharing of information among other law enforcement agencies that would need to know. Another immediate impact would be the prevention or reduction of the use of illegally purchased narcotics that may result in poor decision making, overdose and/or death. Longer term would be to create an overall awareness of available services to those who may need those services both locally and statewide.

Timeline: The timeline for the proposed initiative will coincide with the available grant funding period indicated as April 1, 2023 – June 30, 2023.

Spending Plan: Personnel costs will be expended during the proposed initiative, which coincides with the available grant funding period indicated as April 1, 2023 – June 30, 2023.

Management Capabilities: The Worcester County Criminal Enforcement Team has the most experience at managing narcotics and firearms trafficking investigations. The unit also has the most experience with traffic interdiction activities. The Sergeant and Corporal of the unit are experienced investigators, have specialized training in traffic interdiction and have both seized multiple firearms as a result of vehicle interdiction stops and other investigations. Members of the unit have previously worked in conjunction with members of the Maryland State Police PACE team, the Ocean City Police Department, patrol deputies from the Worcester County Sheriff's Office and other law enforcement municipalities, in conducting pro-active highway interdiction initiatives and other investigations. The unit is currently comprised of seven investigators, a digital forensic analyst and a drug intelligence analyst, who also acts as the heroin coordinator. The members of the unit are from the Worcester County Sheriff's Office, the Maryland State Police and the Ocean City Police Department, some of whom are cross-designated as task force officers with the Drug Enforcement Administration, the Department of Homeland Security and the U.S. Marshal's Service. The unit utilizes covert and overt personnel in the course of their investigations and conducts narcotics and firearms investigations ranging from street level narcotics sales, highway interdiction activities as well as Title III, telephonic intercept investigations. In February 2023, the Criminal Enforcement Team culminated an investigation into an alleged narcotics and firearms trafficker, in which nine (9) firearms were seized, three of which were privately manufactured "ghost guns" and had been modified to be fully automatic. The Criminal Enforcement Team also responds to all the fatal and non-fatal drug overdoses that occur in the county, outside of Ocean City, Maryland. Members of the Criminal Enforcement Team, primarily the unit heroin coordinator, are also actively engaged in partnerships with other stake holders such as the health department, the school system, drug court and other community organizations in outreach activities related to prevention, treatment and education of the dangers of the use of illegal drugs. The unit has a digital forensic examiner who also provides support services in the downloading of information from seized telephones to further investigations that are routinely loaded into the Case Explorer Communication Analysis Portal. Information regarding overdoses, cases being investigated, firearms, narcotics and currency seizures as well as event deconflictions are regularly and routinely added to the W/B HIDTA Case Explorer data base.

Sustainability: Once funding has been expended, if granted, the Worcester County Sheriff's Office will seek to continue this program by utilizing other funding sources from Federal, State, County and Local resources. The Office will work with other State and Local law enforcement agencies to identify resources and sources of funding that may be available.

Thank you for your consideration.

ITEM 11

Agency Name: Worcester County Sheriff's Office								
Project Title: FY23 BJAG Special Projects - Gun Violence Reduction								
Total Budget: \$10,000								
Remaining to Allocate: \$280								
Award Period: 04/01/2023 to 06/30/2023								
Personnel								
Job Title	Annual Salary	Hourly Rate	# of hours to be worked	% of time on project	Total Salary Requested	Fringe Benefit Rate	Total Fringe	Job Duties (1-2 Sentences Only)
	\$52,000	\$25.00	2080	100.00%	\$52,000	30.00%	\$15,600	<i>The Project Director will oversee the daily operations under this project which includes: reconciling financials/ timesheets, planning meetings (internal/ external), reviewing partnerships agreements,</i>
Worcester County Sheriff's Office - Criminal Enforcement Team personnel (SM)	\$80,621	\$38.76		OT Detail	\$1,744	71.81%	\$1,253	Approx 30 hrs OT allotted to initiative over grant period
Worcester County Sheriff's Office - Criminal Enforcement Team personnel (ZC)	\$67,912	\$32.65		OT Detail	\$1,469	71.81%	\$1,055	Approx 30 hrs OT allotted to initiative over grant period
Worcester County Sheriff's Office - Criminal Enforcement Team personnel (CW)	\$55,020	\$27.51		OT Detail	\$1,333	71.81%	\$957	Approx 25 hrs OT allotted to initiative over grant period
Worcester County Sheriff's Office - Criminal Enforcement Team personnel (KH)	\$61,610	\$29.62		OT Detail	\$1,111	71.81%	\$798	Approx 25 hrs OT allotted to initiative over grant period
Total Personnel (Grant Funds)	\$9,720				\$5,657		\$4,062	

Worcester County Sheriff's Office ITEM 11

Matthew Crisafulli
Sheriff



Nate Passwaters
Chief Deputy

Edward J. Byrne Memorial Justice Assistance Grant FY 2023 White Paper Solicitation for Special Projects

In November 2022, the Worcester County Sheriff's Office (WCSO) began implementation of a Body Worn Camera (BWC) program consisting of Axon Body 3 cameras for all personnel to include Animal Control and Fire Marshalls. In January 2023, the WCSO began a soft roll out of the body worn camera systems. As we move forward with total implementation, we have discovered unforeseen needs in regards to additional hardware, specifically body worn camera docks for our deputies.

The WCSO originally ordered and received 35 single bay docks for the Axon Body 3 cameras. Due to the WCSO operational atmosphere, docking solutions must be decentralized. Deputies begin and finish their shifts from their homes requiring them to have the ability to upload video, charge the cameras, and receive critical firmware updates for their cameras from home. The only way this can be done is with the use of a single bay dock that Deputies have installed in their home. The initial order of 35 was used in order to outfit Deputies who are assigned to patrol functions. As the WCSO began implementing the body worn camera program, the need for "at home" docking solutions for every Deputy has become apparent. To date, the WCSO is allocated for 96 Deputies. By end of FY2024, the WCSO expects total manpower to be at 106 Deputies. Single bay docks for each Deputy is critical for a seamless and robust body worn camera program at this agency. A purchase of 71 new single bay docks, plus necessary accessories (warranty and power cord) would allow the WCSO the ability to provide each Deputy with an "at home" BWC docking solution. Please see below for an itemized list:

- 71 Axon single bay docks, SKU 74211, \$229.00 each totaling \$16,259.00
- 71 Axon single bay dock power cord, SKU 71104, \$10.00 each totaling \$710.00
- 71 single bay dock ext. warranty, SKU 80466, \$143.71 each totaling \$10,203.41

TOTAL BUDGET ITEM LIST:

<u>Part</u>	<u>SKU</u>	<u>Quantity</u>	<u>Cost per item</u>	<u>Total</u>
Single bay dock	74211	71	\$229.00	\$16,259.00
Dock power cord	71104	71	\$10.00	\$ 710.00
Dock ext. warranty	80466	71	\$143.71	\$ 10,203.41
				Total
				\$ 27,172.41

“Proud to Protect, Ready to Serve”

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One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

Worcester County Sheriff's Office ^{ITEM 11}

Matthew Crisafulli
Sheriff



Nate Passwaters
Chief Deputy

The Worcester County Sheriff's Office applying for the **3-Month Funding April 1, 2023 to June 30, 2023.**

If awarded this grant, all allocated funds shall be used immediately by purchasing the above docks and accessories direct from Axon.

Thank you for your time and consideration.

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

ITEM 11

Agency Name:	Worcester County Sheriff's Office						
Project Title:	FY23 BJAG Special Projects - BWC Single Bay Docks						
Total Budget:	\$27,172						
Remaining to Allocate:	\$0						
Award Period:	04/01/2023 to 06/30/2023						
Total Equipment (Grant Funds)							
Other							
Name of Line Item	Total Cost Requested	Cost Calculation	Purpose				
Single bay dock	\$16,259	71 x \$229.00	Deputy 'at home' docking solution				
Dock power cord	\$710	71 x \$10.00	Accessory for Deputy 'at home' docking solution				
Dock ext. warranty	\$10,203	71 x 143.71	Accessory for Deputy 'at home' docking solution				
Total Other (Grant Funds)	<u>\$27,172</u>						

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

March 31, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 Body Armor for Local Law Enforcement (BARM) Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the Body Armor for Local Law Enforcement (BARM) Grant, in the amount of \$9,908.

If approved and awarded, the grant monies will be used as a 50% match on the purchase of specialized ballistic body armor and body protection specifically for our STAR Team. The 50% match funds will come from our allotted STAR Team funds, G/L line 6110.035

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

**Worcester County
Sheriff's Office One**
West Market Street,
Room 1001 Snow Hill,
MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

FY 2024 Body Armor for Local Law Enforcement (BARM)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention


Submitted: 3/31/2023

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

www.goccp.maryland.gov
 Wes Moore, Governor
 Aruna Miller, Lt. Governor

Application Contents

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

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2023-BA-0021
	Received By:	Date:



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

FY 2024 Body Armor for Local Law Enforcement (BARM)

Applicant: Worcester County Board of County Commissioners

Project Title: WCSO FY24 BARM Grant - STAR Team

Worcester Local Government

Start Date: 07/01/2023

Submitted: 3/31/2023 4:27:38 PM

DUNS Number:

End Date: 06/30/2024

Funding Year:

SAM Expiration: 1/1/1900

Applicant:

Implementing Agency:

Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863 1072
 (410) 632-1194 FAX: (410) 632-3131

Worcester County Sheriff's Office
 1 West Market Street, Room 1001
 Snow Hill, MD 21863 1069
 (410) 632-1111 FAX: (410) 632-3070

Authorized Official:

Bertino, Anthony W. President
 cbertino@co.worcester.md.us
 Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863-1072
 (410) 632-1194 FAX: (410) 632-3131

Project Director:

Dods, Douglas A Operations Officer
 ddods@co.worcester.md.us
 Worcester County Sheriff's Office
 1 West Market Street, Room 1001
 Snow Hill, MD 21863-1069
 (410) 632-1111 FAX: (410) 632-3070

Fiscal Officer:

Wright, Lynn Senior Budget Accountant
 lwright@co.worcester.md.us
 Worcester County Board of County Commissioners
 County Government Center
 1 W Market St Rm 1103
 Snow Hill, MD 21863-1072
 (410) 632-1191 FAX: (410) 632-3131

Funding Summary	43.4 %	Grant Funds	\$9,908.00	_____	_____
	56.6 %	Cash Match	\$12,906.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$22,814.00		

Project Summary

The Worcester County Sheriff's Office Replacement Body Armor program helps to increase the safety of the Sheriff's Tactical Armed Response (STAR) Team members by replacing expired equipment and properly outfitting each team member with essential lifesaving protection. Grant funding would allow us to replace expired body armor for this specific team.

Program Goals and Objectives

The ultimate goal of our Replacement Body Armor program is to protect our STAR Team members by purchasing new ballistic panels and attachments to replace those that have expired.

Short Term Goal: To purchase current ballistic panels and attachments for team members who currently have expired equipment. STAR Team members will wear this new equipment at every callout.

Long Term Goal: With the purchase of new ballistic panels and accessories in FY24, the 13 members with expired equipment will have the utmost protection for the next 5 years. This ballistic equipment will be worn on every callout in our county, as well as when requested to assist allied agencies in surrounding counties.

Objective: Purchase current ballistic panels and accessories to protect our Sheriff Tactical Armed Response (STAR) Team when responding to high risk calls for service.

Output:

- Number of STAR Team members receiving improved equipment
- Number of the public protected

Outcome:

- Number of victims/members of the public protected
- Number of STAR Team members protected

Problem Statement/Needs Justification

The Worcester County STAR (Sheriff's Tactical Armed Response) Team is a tactical unit of designated deputies who are specially trained and equipped to provide skilled communications to de-escalate or effect surrender in critical incidents that are so hazardous, complex or unusual that they may exceed the capabilities of first responders or investigators. This includes but is not limited to, hostage-taking, barricaded suspects, snipers, terrorist acts, and other high-risk incidents. As a matter of agency policy, this team may also be used to serve high-risk warrants, both search and arrest, where public and officer safety issues necessitate such use. The STAR Team is a collateral duty team, meaning its personnel are dispersed throughout the Road Patrol, Criminal Investigative Division, Criminal Enforcement Team, and School Safety Division for their standard duty assignments, and members are called upon as needed for exigent, dangerous, or unique situations.

Worcester County is the Easternmost County in the State of Maryland and is Maryland's only seaside county known primarily for its recreational activities and tourism. According to data from the 2020 U.S Census, the population of Worcester County is 52,460. However, the resort town of Ocean City, located in Worcester County, becomes the 2nd most populated municipality in Maryland during the summer months as it hosts between 320,000 to 345,000 vacationers, and up to 8 million visitors annually. The Worcester County Sheriff's Office is currently budgeted for 95 sworn deputies.

Violent crime incidents are on the rise in Worcester County:

- In 2021 (COVID) our office handled 360 violent crime incidents, with 13 STAR Team callouts
- In 2022 our office handled 406 violent crime incidents (13% increase), with 15 STAR Team callouts
- o 5 of these incidents were extreme, and required borrowing the neighboring county's Armored Rescue Vehicle
- To date in 2023, our office has already handled 190 violent crime incidents, with 5 STAR Team callouts

Due to the increases, and the prediction that violent crime incidents will continue to rise in number, it is imperative we outfit our STAR Team with high-quality specialized ballistic equipment, both for their protection and to allow them to fully serve the citizens of Worcester County. 13 of the 16 STAR Team's members have ballistic vest panels that expired in January 2023. Once expired, the panels decrease in strength, dependability, and effectiveness. In addition, current ballistic panels and attachments are lighter and thinner to allow for greater flexibility in movement.

Although we are allotted some budget funding specifically for STAR Team needs, the number of vests currently expired supersede that funding, hence our application for the 50% match offered by this grant opportunity. We will be able to match a grant allowance of \$9,908 to fully update our team's equipment (total \$22,814). In years past, we have been able to cover the additional cost of the STAR Team's specialized ballistic vest requirements by utilizing funds granted to our agency bulletproof vest budget. However, in FY24, our replacement needs for the agency as a whole will encompass our allowance and not leave available funding to use toward STAR Team replacement ballistic equipment.

Our request of a grant award of \$10,000 is to bring current the ballistic equipment for 13 of our 16 STAR Team members, to include front, back, collar, throat, shoulders, bicep, and groin panels. Having safe and effective equipment is a necessity in keeping our STAR Team officers safe while serving the citizens of Worcester County in the most dangerous of circumstances. New ballistic panels and attachments will enhance their ability to safely and effectively operate during deployment.

Program Strategy/Program Logic

The most common exigent callout for the STAR Team is a barricaded suspect, or criminals who have occupied a dwelling and are refusing to surrender. These callouts have ranged from attempted murder suspects to interrupted burglary suspects.

The most common planned response for the STAR team is a search and seizure warrant. During the service of these warrants, STAR regularly clears commercial and residential buildings, outbuildings, garages, and other structures during darkness or in reduced light conditions while searching for suspects. These types of incidents warrant extreme risk to the safety of our STAR Team.

There has been a 13% increase in Violent Crime handled by the Worcester County Sheriff's Office, which in turn has increased the number of callouts of our STAR Team. This project will directly impact the safety of our STAR team. With new and updated ballistic equipment, safety concerns are lessened. If funds are awarded, our goal and objective to outfit 13 of our STAR Team members with this new protective gear will be achieved.

Program Measurement

Output Measurement:

How many deputies are currently assigned to the STAR Team?

Number of deputies are wearing expired ballistic vests.

Number of ballistic vests purchased

How many more ballistic vests still need to be procured?

Initial Outcome Measurements – the substantive need for new ballistic equipment

Increased protection based on 'in-date equipment

Reduction of liability in the event of officer harm

Impacts – The long-term anticipated outcome circles back to “officer safety”, so our deputies can return home to their loved ones after a STAR Team callout.

Timeline

A quote for the ballistic vests and attachments has already been obtained. If awarded this grant, Sgt. Robert Price will obtain final sizes of the thirteen members with expired equipment and place an order in the first quarter of the grant period. It is projected that prior to the end of the second quarter, all panels and attachments will have arrived and have been distributed to the 13 STAR Team members.

Spending Plan

Costs will be expended in a one-time payment after the equipment is ordered. The goal is to have the payment procured by the end of the second quarter

Management Capabilities

Project Director – Colonel Douglas Dods (salary is budget item) started his law enforcement career in South Carolina, and was hired by the Maryland State Police in January 1979. Colonel Dods became involved in his community and as a result of his interest in emergency medicine he was transferred to Aviation Division in January of 1986. While assigned to Aviation Division, Colonel Dods worked his way up to First Sergeant. Colonel Dods was in charge of all the hangers from the Shore to Cumberland and SYSCOM. In January of 1998, Colonel Dods was assigned to Berlin Barrack as the Assistant Barrack Commander. In May 2001, Colonel Dods was promoted to Lieutenant and assigned as Commander Berlin Barrack.

Colonel Dods' Army career ran parallel with his MSP career. From January 2004 through December 2004, Colonel Dods was on active duty for the Army Reserves. Colonel Dods was commissioned as a 2nd Lieutenant in the US Army in December 1976. His career as a Military Police Branch officer included Physical Security Officer, Provost Marshal of a Garrison, Company Commander, Battalion Executive Officer, Long Range Plans Officer, Civil Affairs Officer, Battalion Commander, Group Executive Officer, Division Level Operations Officer, and Garrison Commander. Colonel Dods retired from the US Army January 1, 2007 at the rank of Colonel.

During his 9 years at the MSP Berlin Barrack, Colonel Dods was a full member of the Worcester County Law Enforcement team, working with all the leaders in the county to make Worcester a safe and fun place to work and live. Colonel Dods finished his career with the Maryland State Police January 1, 2007. At that time, he was recruited by the Worcester County Sheriff's Office to serve as Chief Deputy Sheriff. Beginning January 8, 2007, he has performed the duties associated with the position of Chief Deputy Sheriff. His initiative and drive to embrace professionalism are exceptional. He is a hands-on manager and serves the employees of the Sheriff's Office well. As Chief Deputy Sheriff and second in command of the Sheriff's Office, Colonel Dods is responsible for the day-to-day operations of the Office. In addition, Colonel Dods is the Range Master/Chief Firearms instructor, STAR Team Commander, as well as the budget official for the Office.

Key Consultant Ms. Carrie Tingle (salary is budget item) serves as the Finance Administrator and Grants Coordinator for the Worcester County Sheriff's Office. She has a background in finance and has served in governmental environments for the past 13 years.

Fiscal Officer Lynn Wright (salary is budget item) holds an Associate Degree of Science in Accounting and a Bachelor of Arts Degree in Human Resources Management. She has 19 years of experience in local government, serving as a Human Resources Manager and later as Accounting Supervisor. Ms. Wright now works with Worcester County to administer grants procurement and compliance, track capital projects, and assist in all phases of budget preparation, maintenance, and analysis of financial data and audit compliance.

Professional Staff Member Sgt. Robert Price (salary is budget item) has been employed with the Worcester County Sheriff's Office since 2008 and is assigned to the Worcester County Bureau of Investigation, and as Team Leader for the Worcester County Sheriff's Armed Response (STAR) Team. Sgt. Price brings tactical experience to the STAR Team. Sgt. Price has been involved in SWAT operations and training for approximately twenty years. Sgt. Price serves as an instructor for Firearms, SWAT Techniques and Tactics, Law Enforcement Active Shooter Emergency Response (DHS), Civilian Response to Active Killer Events (FBI ALERRT), and use of force. Sgt. Price has previously served as an adjunct faculty member for the Eastern Shore Criminal Justice Academy. Sgt. Price holds a Bachelor of Science degree in Biology.

Professional Staff Member Sgt. Joshua Moore (salary is budget item) has been employed with the Worcester County Sheriff's Office since 2008 and is assigned to the Patrol Division as Evening Shift Patrol Sergeant, and as Assistant Team Leader for the Worcester County Armed Response Team. Sgt. Moore brings tactical experience to the STAR Team as a prior infantry squad leader in the United States Marine Corps. Sgt. Moore serves as an instructor for Firearms, SWAT Techniques and Tactics, Law Enforcement Active Shooter Emergency Response (DHS), Civilian Response to Active Killer Events (FBI ALERRT), and Simunitions for Scenario based training events. Sgt. Moore also serves as an adjunct faculty member for the Eastern Shore Criminal Justice Academy. Sgt Moore holds a bachelor's degree in Sociology and associate degrees in Criminal Justice and Liberal Arts General Studies.

Sustainability

Our plan for future funding is to request an increase to our County budget allotment specific to STAR Team purchases, as well as to research and apply for applicable grants. Once all ballistic equipment is brought current, we will have five years to implement a balanced spending plan and ensure funds are available when needed.

Applicant Disclosure of Pending Applications Statement

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

Unique Entity Identifier and SAM.GOV Expiration Date

UEI Number: KEA9KRV8GPG3

Expiration 11/01/2023

Person Completing the Project Narrative

Jennifer DeGiovanni
Deputy Sheriff
Worcester County Sheriff's Office
410-632-1111 x2237 Phone
410-632-3070 Fax
jdegiovanni@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$9,908.00	\$12,906.00	\$0.00	\$22,814.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$9,908.00	\$12,906.00	\$0.00	\$22,814.00

ITEM 12

Category E - Equipment



Control Number:

2023-BA-0021

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Soft Armor (FS Flex) SPEAR BALCS Front Panel (Medium)	1	Grant Funds	2	\$381.00	\$762.00
15	Soft Armor (FS Flex) SPEAR BALCS Front Panel (Medium)	2	Cash Match	5	\$381.00	\$1,905.00
17	Soft Armor (FS Flex) SPEAR BALCS Back Panel (Medium)	3	Grant Funds	3	\$381.00	\$1,143.00
2	Soft Armor (FS Flex) SPEAR BALCS Back Panel (Medium)	4	Cash Match	4	\$381.00	\$1,524.00
16	Soft Armor (FS Flex) SPEAR BALCS Front Panel (Large)	5	Cash Match	4	\$451.00	\$1,804.00
7	Soft Armor (FS Flex) SPEAR BALCS Back Panel (Large)	6	Grant Funds	2	\$451.00	\$902.00
18	Soft Armor (FS Flex) SPEAR BALCS Back Panel (Large)	7	Cash Match	2	\$451.00	\$902.00
8	Soft Armor (FS Flex) Front Panel (XLarge)	8	Grant Funds	1	\$520.00	\$520.00
11	Soft Armor (FS Flex) Front Panel (XLarge)	9	Cash Match	1	\$520.00	\$520.00
9	Soft Armor (FS Flex) Back Panel (XLarge)	10	Grant Funds	1	\$520.00	\$520.00
10	Soft Armor (FS Flex) Back Panel (XLarge)	11	Cash Match	1	\$520.00	\$520.00
14	Soft Armor (FS Flex) MASS Shoulder Panel (set of 2)	12	Cash Match	7	\$123.00	\$861.00
5	Soft Armor (FS Flex) MASS Bicep (set of 2)	13	Grant Funds	6	\$286.00	\$1,716.00
12	Soft Armor (FS Flex) MASS Bicep (set of 2)	14	Cash Match	7	\$286.00	\$2,002.00
4	Soft Armor (FS Flex) MASS Throat	15	Grant Funds	6	\$110.00	\$660.00
19	Soft Armor (FS Flex) MASS Throat	16	Cash Match	7	\$110.00	\$770.00
3	Soft Armor (FS Flex) MASS Collar	17	Grant Funds	5	\$110.00	\$550.00
6	Soft Armor (FS Flex) MASS Groin	18	Grant Funds	6	\$174.00	\$1,044.00
13	Soft Armor (FS Flex) MASS Groin	19	Cash Match	7	\$174.00	\$1,218.00
20	Soft Armor (FS Flex) SPEAR BALCS Front Panel (Large)	20	Grant Funds	3	\$451.00	\$1,353.00
21	Soft Armor (FS Flex) MASS Shoulder Panel (set of 2)	21	Grant Funds	6	\$123.00	\$738.00
22	Soft Armor (FS Flex) MASS Collar	22	Cash Match	8	\$110.00	\$880.00
						\$22,814.00

ITEM 12

1. **Front ballistic panel to replace expired panel (expired Jan 2023)**
2. **Back ballistic panel to replace expired panel (expired Jan 2023)**
3. **Collar ballistic panel to provide additional protection to body of STAR Team deputies**
4. **Throat ballistic panel to provide additional protection to body of STAR Team deputies**
5. **Bicep ballistic panels (set of 2) to provide additional protection to body of STAR Team deputies**
6. **Groin ballistic panel to provide additional protection to body of Star Team deputies**
7. **Back ballistic panel to replace expired panel (expired Jan 2023)**
8. **Front ballistic panel to replace expired panel (expired Jan 2023)**
9. **Back ballistic panel to replace expired panel (expired Jan 2023)**
10. **Back ballistic panel to replace expired panel (expired Jan 2023)**
11. **Back ballistic panel to replace expired panel (expired Jan 2023)**
12. **Bicep ballistic panels (set of 2) to provide additional protection to body of STAR Team deputies**
13. **Groin ballistic panel to provide additional protection to body of STAR Team deputies**
14. **Shoulder ballistic panels (set of 2) to provide additional protection to body of STAR Team deputies**
15. **Front ballistic panel to replace expired panel (expired Jan 2023)**
16. **Front ballistic panel to replace expired panel (expired Jan 2023)**
17. **Back ballistic panel to replace expired panel (expired Jan 2023)**
18. **Back ballistic panel to replace expired panel (expired Jan 2023)**
19. **Throat ballistic panel to provide additional protection to body of STAR Team deputies**
20. **Front ballistic panel to replace expired panel (expired Jan 2023)**
21. **Shoulder ballistic panels (set of 2) to provide additional protection to body of STAR Team deputies**
22. **Collar ballistic panel to provide additional protection to body of Star Team deputies.**



V. Civil Rights Requirements

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 17

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	1 West Market Street, Room 1001
City	Snow Hill
State & Zip	MD 21863-1069



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

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

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

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

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

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

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

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

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

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

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

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

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

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

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title



Certification Regarding Lobbying



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072

Project Title: WCSO FY24 BARM Grant - STAR Team
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official **Date**

Matthew Crisafulli
Sheriff

Worcester County Sheriff's

Nathaniel Passwaters
Chief Deputy



March 30, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 Police Recruitment and Retention Program Grant (PRAR)

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY2024 Police Recruitment and Retention Program Grant (PRAR), in the amount of \$57,170.

If approved and awarded, the grant monies will be used to improve and enhance our community policing recruitment efforts, specifically with an updated website, recruitment video and associated equipment, event supplies (canopy, banner, mat), and promotional items.

*We applied for a portion of these items 03/24/23 via a FY2023 white paper solicitation, in the amount of \$27,623. Should that award be granted, the total amount of this request will reduce to \$29,547.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County
Sheriff's Office One
West Market Street,
Room 1001 Snow Hill,
MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

Police Recruitment and Retention - FY 2024 (PRAR)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention


Submitted: 3/30/2023

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

www.goccp.maryland.gov
 Wes Moore, Governor
 Aruna Miller, Lt. Governor

Application Contents

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

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2023-PR-0033
	Received By:	Date:



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

Police Recruitment and Retention - FY 2024 (PRAR)

Applicant: Worcester County Board of County Commissioners

Project Title: WCSO FY24 Recruitment & Retention

Worcester Local Government

Start Date: 07/01/2023 **Submitted:** 3/30/2023 1:55:21 PM **DUNS Number:** 101119399
End Date: 06/30/2024 **Funding Year:** **SAM Expiration:** 11/1/2023

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863 1072 (410) 632-1194 FAX: (410) 632-3131	Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863 1069 (410) 632-1111 FAX: (410) 632-3070

Authorized Official:	Bertino, Anthony W. cbertino@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1194	President FAX: (410) 632-3131
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Project Director:	DeGiovanni, Jennifer jdegiovanni@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-1111	Deputy Sheriff FAX: (410) 632-3070
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Fiscal Officer:	Wright, Lynn lwright@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1191	Senior Budget Accountant FAX: (410) 632-3131
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Funding Summary	100.0 %	Grant Funds	\$57,170.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$57,170.00		

Project Summary

The Worcester County Sheriff's Office Recruitment Initiative is intended to attract viable applicants to apply to our agency for open Sheriff's Deputy positions. We have identified the need to increase our visual draw at recruitment and community events with new and innovative ideas. Worcester County Sheriff's Office is requesting funding in the amount of \$57,170 to purchase equipment, display products, and promotional items designed to create interest and serve as conversation starters with candidates for employment.

Problem Statement/Needs Justification

Law enforcement nationwide has seen an unprecedented decline in recruitment and is plagued with challenges in attracting quality applicants. The Worcester County Sheriff's Office is not immune from this challenge. The number of entry-level and lateral applicants has declined dramatically in Worcester County and we must be at the forefront to attract those quality applicants.

Worcester County is the Easternmost County in the State of Maryland and is Maryland's only seaside county known primarily for its recreational activities and tourism. According to data from the 2020 U.S Census, the population of Worcester County is 52,460. However, the resort town of Ocean City, located in Worcester County, becomes the 2nd most populated municipality in Maryland during the summer months as it hosts between 320,000 to 345,000 vacationers, and up to 8 million visitors annually. The Worcester County Sheriff's Office is currently budgeted for 96 sworn deputies. In 2021 our office handled 45,250 calls for service; in 2022, that number rose to 52,510, an increase of 16%. Due to this increase, and the prediction that calls will continue to rise in number, it is imperative we engage and recruit quality candidates to fully serve the citizens of Worcester County.

For many career-seekers, websites are the first stop in their research. Our Worcester County Sheriff's Office website was designed years ago by a staff member who is no longer with the agency. Unfortunately, the website has rarely been updated since that employee left. The current employment page on our website is subpar and uninviting. Efforts have been made within our agency to increase our advertising reach with the recent purchase of "The Sheriff App" which will allow messages to display across multiple social media accounts with one posting. However, the app will still link to our website, which is in desperate need of a major overhaul. Our current website is as follows: www.worcestersheriff.com. For a professional website re-design, we are requesting funds in the amount of \$5,600.

With the recent purchase by our agency to "The Sheriff App", a retractable banner with the QR code linking applicants to our social media accounts is ideal, but only after our website has been updated. This is the link to the Sheriff App which is linked to our outdated website.

[Worcester County Sheriff MD on the App Store \(apple.com\);](#)

[Worcester County Sheriff MD - Apps on Google Play](#)

For a retractable banner to aid in having a QR code link to our social media platforms displayed, we are requesting funds in the amount of \$150.

We have found that the current event display and handouts the Worcester County Sheriff's Office provides at recruiting and community events is minimal and lacking compared to allied agencies. Our current promotional giveaways include basic pens and bracelets, and a WCSO advertisement we print at the office to outline the basics of our employment offerings. We have observed allied agencies provide numerous eye-catching giveaways to attract onlookers to their tables. Many of the agencies at the recruiting events with the most foot traffic are displaying videos outlining what their agency offers. Some allied agencies also provide the opportunity to apply on the spot with portable laptops. We strongly feel these types of displays entice potential applicants to stop and observe, instead of simply walking past a boring and unappealing table. To create an up-to-date display, with professional video, immediate application access, and eye-catching promotional items, we are requesting funds in the amount of \$51,407 (items broken down by individual cost on attached item listing).

The Worcester County Sheriff's Office attends, at a minimum, 30 recruiting and community events a year. Due to limited funds for upgrade and promotional items, we decline at least 10 additional invites on the East Coast. At all of the community events we attend, we strive to promote our Sheriff's Office in a positive manner to all age groups, in hopes of building positive community relationships. Young children coming to our table can spark conversation with accompanying adults, which is another way the eye-catching promotional materials are invaluable. We aim to catch the attention of older attendees with the same promotional materials, as well as equipment displays, such as ballistic vests and helmets. Because we live in a largely rural area, one of our most popular displays are the patrol ATV's used primarily at the beach and community happenings. Our ATV's are transported in a larger cargo trailer on which the outside wrap is fading, cracking, and falling off in some places. We use a second smaller trailer to transport our recruiting items for display (tables, promotional items, etc.) which is in the same deteriorating condition. To re-wrap both trailer to a professional appearance that would serve as advertisement both at events and on the road, we are requesting \$3,000.

Overall, the Worcester County Sheriff's Office is requesting \$57,170 in funding for this major recruitment initiative. In Section 9 of this application, it is explained that \$27,624 was requested previously in a similar "white paper" GOCCP grant (submitted 03/24/2023). If an award is granted from that submittal, this grant funds request would reduce to \$29,546.

Program Goals and Objectives

Goals:

Our goal is to make significant improvements to our recruiting process, both online and with visual items and upgrades ideal for in-person recruitment efforts.

Short-term goals include developing a professional, user-friendly website, new recruitment video, updating flyers, and purchasing equipment, promotional items, and upgrades to improve the face of Worcester County Sheriff's Office.

Long-term goals include fostering an environment of top-quality applicants through updated recruitment efforts. Our recruiting energies include numerous community events, and this funding will allow us to 'up our game' and compete for the attention of high-quality applicants.

Objective: Display top quality resources in order to attract viable law enforcement applicants

Output:

- Number of additional recruiting events attended
- Number of views of our agency via social media platforms

Outcome:

- Number of additional applicants due to updated professional exposure
- Number of community members attracted to our updated display at events

Program Strategy/Program Logic

This recruiting efforts transformation will aid in catching the eyes of onlookers online, at events, and on the road during travel to and from events. New equipment will streamline the application process with an available laptop to apply on the spot, while a professional setup and trendy giveaways will invite conversation and promote community interaction. Giveaways such as memory cards with preloaded recruiting material and promotional items branded with our agency logo will greatly assist in accomplishing our goal, and will serve well as take home reminders of our agency.

With the recent purchase by our agency to "The Sheriff App", a retractable banner with the QR code linking applicants to our social media accounts is ideal, but only after our website has been updated. Our current website is as follows: www.worcestersheriff.com Our new website will include a new recruiting video and easy to navigate site for those who wish to apply.

This is the link to the Sheriff App which is linked to our outdated website.

[Worcester County Sheriff MD on the App Store \(apple.com\)](#)

[Worcester County Sheriff MD - Apps on Google Play](#)

Program Measurement

Output Measurement:

- Track number of recruiting events attended
- Track number of hours spent at recruiting events
- Track number of community events attended
- Track number of hours spent at community events
- Track number of new applications received as result of upgrades
- Track number of promotional items given out at events
- Track number of times the re-wrapped cargo trailers are at events

Initial Outcome Measures – The substantive changes that are anticipated are an increase in professionalism to our agency with new equipment and giveaways. It will also:

- Increase awareness of our social media platform for recruitment
- Increase awareness of job openings
- Increase applications

Impacts – The long-term anticipated outcome of this recruitment initiative is that we will attract and hire high-quality candidates and, in turn, fully protect the citizens of Worcester County.

Timeline

The priority of the Worcester County Sheriff's Office is to purchase all funded equipment as soon as allowed, and to make an appointment with a professional company to design a new website, flyers and video. The project director, Deputy DeGiovanni, will ensure purchase of all equipment and promotional items during the first quarter of the grant period. Also during the first quarter, the project director will set up a consultation with the professional media company to develop a customized strategy for obtaining a new website design, print and digital advertising, and video production. Deputy DeGiovanni will work directly with the media company on all aspects. Target time frame for completion of the media work component is the end of the third quarter of the grant period.

Spending Plan

Should grant funds be awarded, an appointment will be set up with a local media company to produce a professional video, design flyers, and create a new and updated website for our agency. Once these three projects are completed and accepted, the media company will be paid for their services. In reference to the equipment and give away items, these items will be ordered and purchased and expended in the first quarter of the grant period. All funds will be expended before the 6/30/2024 deadline.

Management Capabilities

Project Director: Worcester County Deputy Sheriff Jennifer DeGiovanni holds a Bachelor of Science Degree in Television and Media Production and a Minor in Journalism. After 2 years of employment at a small TV studio and small production studio in New Jersey, she changed career paths and pursued a career in law enforcement. After one summer as a Seasonal Police Officer at the Ocean City Police Department, MD (OCPD) in 1994, she produced several videos used for the OCPD applicant testing, training videos, and created a recruitment poster which still hangs in the OCPD lobby. Over the last 29 years as a Law Enforcement Officer, she has worked at countless recruiting events with the OCPD and, since 2020, for the Worcester County Sheriff's Office. Deputy DeGiovanni currently works in the Professional Standards Division at the Sheriff's Office as a recruiter and background investigator, and assists the community events organizer.

Fiscal Officer: Ms. Lynn Wright holds an Associate Degree of Science in Accounting and a Bachelor of Arts Degree in Human Resources Management. She has 19 years of experience in local government, serving as a Human Resources Manager and later as Accounting Supervisor. Ms. Wright now works with Worcester County to administer grants procurement and compliance, track capital projects, and assist in all phases of budget preparation, maintenance, and analysis of financial data and audit compliance.

Key Consultant: Ms. Carrie Tingle serves as the Financial Administrator and Grants Coordinator for the Worcester County Sheriff's Office. She has a background in finance and has served in governmental environments for the past 13 years.

Professional Staff Member: Deputy First Class Kelly Riwniak has been employed with the Worcester County Sheriff's Office since 2011 and is currently assigned to the Professional Standards Division as a recruiter and background investigator, and community policing specialist. DFC Riwniak holds an Associate's degree in Criminal Justice. After graduating the Criminal Justice Academy in 2003, DFC Riwniak was employed by the Salisbury City Police Department where she worked for five years on road patrol. DFC Riwniak worked for four years with the Wicomico County Sheriff's Office assigned to the Courts Division until her employment with the Worcester County Sheriff's Office. Since 2018, DFC Riwniak has worked numerous recruiting and community policing events throughout Worcester and Wicomico County.

Sustainability

The Worcester County Sheriff's Office recognizes the significant upgrades needed to fill open positions with qualified applicants. We plan to request additional funding from our County Commissioners as a budgetary line item in FY25 to maintain the high-quality recruitment efforts made possible if awarded funding.

Applicant Disclosure of Pending Applications Statement

Pending applications for line items 15-33 were requested in the Maryland Governor's Office of Crime Prevention, Youth and Victim Services "white papers" for Criminal Justice Related Special Projects funded under the Police Recruitment and Retention (PRAR) grant program that was due on Friday, March 24, 2023. Deputy Jen DeGiovanni is the contact person with our agency jdegiovanni@co.worcester.md.us. The amount that was requested through that grant was \$27,624.

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

Unique Entity Identifier and SAM.GOV Expiration Date

UEI Number: KEA9KRV8GPG3
Expiration 11/01/2023

Person Completing the Project Narrative

Deputy Jennifer DeGiovanni
Worcester County Sheriff's Office
410-632-1111 x2237 Phone
410-632-3070 Fax
jdegiovanni@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$57,170.00	\$0.00	\$0.00	\$57,170.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$57,170.00	\$0.00	\$0.00	\$57,170.00

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Category E - Equipment



Control Number:

2023-PR-0033

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Website Design	1	Grant Funds	1	\$5,600.00	\$5,600.00
2	Recruitment Video	2	Grant Funds	1	\$8,500.00	\$8,500.00
4	Laptop	3	Grant Funds	1	\$1,709.00	\$1,709.00
5	Laptop Case	4	Grant Funds	1	\$45.00	\$45.00
3	Recruitment Flyer	5	Grant Funds	1	\$925.00	\$925.00
6	TV Monitor 32"	6	Grant Funds	1	\$525.00	\$525.00
7	TV Monitor Travel Case	7	Grant Funds	1	\$330.00	\$330.00
15	*ATV Cargo Trailer Wrap	8	Grant Funds	1	\$2,000.00	\$2,000.00
16	*Recruiting Cargo Trailer Wrap	9	Grant Funds	1	\$1,000.00	\$1,000.00
8	Retractable Banner	10	Grant Funds	1	\$150.00	\$150.00
17	*Canopy	11	Grant Funds	1	\$672.00	\$672.00
9	Carpet Logo Mat 4'x4'	12	Grant Funds	1	\$318.00	\$318.00
10	Flash Drives	13	Grant Funds	1000	\$5.39	\$5,390.00
29	*Deputy Badges	14	Grant Funds	5000	\$0.94	\$4,700.00
18	*Challenge Coins	15	Grant Funds	500	\$6.00	\$3,000.00
20	*Metal Key Chains	16	Grant Funds	500	\$7.00	\$3,500.00
14	Bio-degradable Bags	17	Grant Funds	3000	\$0.42	\$1,260.00
23	*Auto Safety Tool	18	Grant Funds	500	\$2.39	\$1,195.00
24	*Glow in the Dark Football	19	Grant Funds	500	\$1.89	\$945.00
12	MopTopper Stress Reliever	20	Grant Funds	1000	\$2.54	\$2,540.00
13	Popper Balls	21	Grant Funds	1000	\$2.23	\$2,230.00
19	*Lapel Pins	22	Grant Funds	500	\$3.00	\$1,500.00
28	*Light Up Safety Arm Band	23	Grant Funds	250	\$4.89	\$1,222.00
21	*T-shirts (Assorted Sizes)	24	Grant Funds	100	\$20.00	\$2,000.00

ITEM 13

22	*Coffee Mugs	25	Grant Funds	100	\$10.85	\$1,085.00
25	*Canvas Pouch	26	Grant Funds	600	\$2.24	\$1,344.00
26	*Lanyards	27	Grant Funds	1000	\$1.32	\$1,320.00
27	*Glow in the Dark Bracelets (100 per set)	28	Grant Funds	5	\$17.50	\$87.00
30	*Mood Cups	29	Grant Funds	500	\$1.40	\$700.00
31	*Tote	30	Grant Funds	250	\$1.61	\$402.00
32	*Badge Stickers	31	Grant Funds	1000	\$0.22	\$220.00
11	Inflatable Tube Man	32	Grant Funds	1	\$27.00	\$27.00
33	*My Friend the Sheriff kit (100 per set)	33	Grant Funds	5	\$145.95	\$729.00
						\$57,170.00

1. Professional website design to replace outdated site
2. Professional recruitment video
3. Professional handouts to advertise agency offerings
4. Laptop to run recruitment video at events and to allow instant access to application for potential candidates
5. Case to safely transport laptop to/from events
6. TV monitor to display recruitment video on a steady loop during events
7. Case to protect TV monitor during transport
8. Banner with agency information and QR code for connection to website
9. Branded mat to put in front of table display
10. Promotional branded giveaway item, pre-loaded with recruitment information
11. Eye-catching blowup to place on table (smaller version of item frequently seen at car dealerships)
12. Promotional branded giveaway item
13. Promotional branded giveaway item
14. Promotional branded giveaway item
15. Eye-catching new wrap branded with WCSO logo and contact information.
16. Eye-catching new wrap branded with WCSO logo and contact information.
17. Branded canopy with WCSO logo and contact information
18. Promotional branded giveaway item
19. Promotional branded giveaway item
20. Promotional branded giveaway item
21. Promotional branded giveaway item
22. Promotional branded giveaway item
23. Promotional branded giveaway item
24. Promotional branded giveaway item
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33. Promotional branded giveaway item



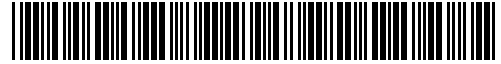
V. Civil Rights Requirements

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 17

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	
City	
State & Zip	MD



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

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

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

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

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

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

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

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

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

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

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

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

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

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

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title



Certification Regarding Lobbying



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072

Project Title: WCSO FY24 Recruitment & Retention
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official **Date**

Worcester County Sheriff's Office ^{ITEM 14}

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

March 24, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 Sex Offender Compliance & Enforcement in Maryland

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY2024 Sex Offender Compliance & Enforcement in Maryland grant in the amount of \$8,759.

If approved and awarded, the grant monies will be used toward overtime costs for Deputies to conduct sex offender compliance checks throughout Worcester County.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

FY 2024 Sex Offender Compliance and Enforcement in Maryland Grant Program (SOCM)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention


Submitted: 3/28/2023

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

www.goccp.maryland.gov
 Wes Moore, Governor
 Aruna Miller, Lt. Governor

Application Contents

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- Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2023-SO-0019
	Received By:	Date:



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

FY 2024 Sex Offender Compliance and Enforcement in Maryland Grant Program (SOCM)

Applicant: Worcester County Board of County Commissioners

Project Title: Worcester County 2024 Sex Offender Compliance and Enforcement Grant

Worcester **Local Government**

Start Date: 07/01/2023	Submitted: 3/28/2023 12:00:00 AM	DUNS Number: 101119399
End Date: 06/30/2024	Funding Year:	SAM Expiration: 11/1/2023

<p>Applicant: Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863 1072 (410) 632-1194</p>	<p>Implementing Agency: Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863 1069 (410) 632-1111</p>
<p>FAX: (410) 632-3131</p>	<p>FAX: (410) 632-3070</p>

Authorized Official:	Bertino, Anthony W. cbertino@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1194	President FAX: (410) 632-3131
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Project Director:	McCauley, Kathy kmccauley@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-1111	Detective FAX: (410) 632-3070
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Fiscal Officer:	Wright, Lynn lwright@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1191	Senior Budget Accountant FAX: (410) 632-3131
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Funding Summary	100.0 %	Grant Funds	\$8,759.00		
	0.0 %	Cash Match	\$0.00		
	0.0 %	In-Kind Match	\$0.00		
		Total Project Funds	\$8,759.00		

Project Summary

The Worcester County Sheriff's Office Sex Offender Compliance and Enforcement Program assists in developing and implementing strategies in Worcester County specifically intended to provide compliance with the laws surrounding the Sex Offender Registry. The program tracks the compliance of local sex offenders who are required to maintain registry with the Maryland Sex Offender Registry to ensure the public's safety and awareness in Worcester County. Grant funding supports personnel who conduct compliance checks of the Sex Offenders in Worcester County.

Problem Statement/Needs Justification

The Worcester County Sheriff's Office Sex Offender Compliance and Enforcement Program monitors all registered sex offenders who live, work, or visit Worcester County to keep our community informed and safe from potential predators. The Sheriff's Office also registers all sex offenders who are incarcerated in the Worcester County Jail and ensures they are properly registered and monitored after their release. Currently, registration and compliance checks are performed by dedicated resources who can only complete the checks at a minimum level of satisfaction. Worcester County monitors between 80-95 sex offenders throughout the year, depending on the season. The numbers flux for several reasons, such as the increase of sex offenders during the summer in Ocean City, and Delaware and Virginia residents who work during the various seasons in Worcester County. The number of registered sex offenders has steadily been increasing for the past several years.

The Sex Offender Compliance and Enforcement Program funds provide overtime so deputies who are trained can appropriately complete compliance checks and monitor sex offenders in Worcester County. Through frequent compliance checks, the Worcester County Sheriff's Office will be able to track absconders more readily and prevent them to gain extensive lead times after the absconder leaves the area or moves without proper notification to the Sex Offender Registry Unit. The frequent checks will also assure delinquent reporting of changes will not go unpunished and force compliance or adjudication.

Program Goals and Objectives

The goals of the Worcester County Sheriff's Office Sex Offender Compliance and Enforcement Program include:

1. Develop and track measurements for the mandatory performance measures for the Sex Offender Compliance and Enforcement Program.
2. Ensure all required registered sex offenders are registered in accordance with the State and Federal Laws.
3. Identify and apprehend offenders who are not in compliance with State and Federal mandates.
4. Identify and target high risk offenders for enhanced monitoring.
5. Complete and track all compliance checks for registered sex offender's residences, employment, telephone numbers, on-line presence and vehicles.

Program Strategy/Program Logic

The Worcester County Sheriff's Office has implemented a strategy to register and verify compliance of registered sex offenders in our County. Deputies will complete compliance checks for the Registered Sex Offenders with the funding of this grant, which will pay overtime for the deputy to complete the checks. The strategies to make sure compliance checks are completed properly and the sex offenders are held accountable include:

1. Mandatory training for deputies interested in completing compliance checks which will ensure uniform deputies are familiar with the location of offenders in their patrol sectors.
2. Timely registration of offenders in accordance with current laws.
3. Investigating any complaints or incidents pertaining to registered sex offenders.
4. Completing compliance checks for registered sex offenders for their residences, vehicles, employment, on-line presence, and telephone numbers.
5. When appropriate, obtaining warrants and apprehending absconders and offenders who violate the registry requirement.
6. Developing a procedure and program which will be readily available for all deputies so they may determine if the registered sex offender is compliant and what actions have been taken against the offender in the past.
7. Documenting all contacts with registered sex offenders.

Program Measurement

1. Register all registered sex offenders in Worcester County according to Maryland and Federal Laws and complete the required reporting on the mandatory performance measures for the Maryland Sex Offender Compliance and Enforcement Grant.
2. Complete 20 sex offender compliance checks every month.
 3. Apprehend all offenders who are non-compliant.
 - a. Check warrants prior to compliance check/registration.
 - b. Check Law Enforcement Exchange Network daily for police contact.
4. Track all registered sex offenders who are released from Worcester County Jail or Prison.
 5. Contact appropriate registering agency if a registered sex offender moves or obtains employment/schooling in another jurisdiction to make sure the offender is in compliance with all State and Federal laws.

Timeline

1. Complete training for the deputies who will participate in the Sex Offender Compliance and Enforcement grant by August 1, 2023.
2. Complete weekly compliance checks on the registered sex offenders.
3. Complete quarterly reports for the grant.

Spending Plan

The grant will provide overtime to the deputies who perform the compliance checks for the registered sex offenders in Worcester County. The average overtime compensation rate is approximately \$42 an hour which, based upon this rate of compensation, will allow for approximately 208 hours for compliance checks. The 208 hours will be dedicated to compliance checks for the registered sex offender's residence, employment, vehicles, on-line presence, and telephone numbers.

The grant will also allow deputies to be trained in the various aspects of the laws pertaining to both State and Federal laws for registered sex offenders, completing compliance checks, investigating violations and appropriately charging the offenders.

Finally, funds from the grant will be used for the clerical administration for the grant.

Management Capabilities

The Worcester County Sheriff's Office is assigned as the Registering Agency for the Sex Offender Registry in Worcester County and has been since the Registry's inception. The detectives assigned to the Sex Offender Registry Unit are seasoned detectives with investigative experience and training in sex offenses and child abuse. The deputies who will work the overtime detail to assure compliance in Worcester County for the registered sex offenders will receive training in identifying the offenders, completing compliance checks and applying for appropriate applicable charges against violators and absconders.

The following individuals are the present and proposed staff for the grant:

1. Sheriff Matthew Crisafulli is the Chief Enforcement Officer- elected and salary is budget line item.
2. Financial Officer: Lynn Wright- salary is a budget line item.

Fiscal Officer Lynn Wright holds an Associate Degree of Science in Accounting and a Bachelor of Arts Degree in Human Resources Management. She has 19 years of experience in local government, serving as a Human Resources Manager and later as Accounting Supervisor. Ms. Wright now works with Worcester County to administer grants procurement and compliance, track capital projects, and assist in all phases of budget preparation, maintenance, and analysis of financial data and audit compliance.

3. Project Director: Detective Kathy McCauley- salary is a budget line item.

Detective McCauley retired from the Ocean City Police Department where she has experience investigating sex offenses and child abuse. She was also supervisor for their Domestic Violence Unit for eight years and has served the Worcester County Sheriff's Office for nine years, including seven years working on the Sex Offender Registration Unit. She is currently assigned to Administrative Services Division and the Sex Offender Registration Unit.

Sustainability

The Worcester County Sheriff's Office has committed to the sustainability of the Worcester County Sex Offender Registry Unit since its inception and continues to budget for positions in the Unit in case there are any shortfalls of funding.

Applicant Disclosure of Pending Applications Statement

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

Unique Entity Identifier and SAM.GOV Expiration Date

KEA9KRV8GPG3
expiration 11/01/2023

Person Completing the Project Narrative

Detective Kathy McCauley

Worcester County Sheriff's Office

Sex Offender Registry Unit

1 West Market Street

Snow Hill, MD 21863

Office: 410-632-1111 x 2295

Fax: 410-632-3070

Cell: 443-366-2432

kmccauley@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$8,759.00	\$0.00	\$0.00	\$8,759.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$8,759.00	\$0.00	\$0.00	\$8,759.00

ITEM 14

Category A - Personnel



Control Number:

2023-SO-0019

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Deputy Sheriffs/Overtime	1	Overtime	Grant Funds	\$8,759.00

\$8,759.00

1. Funding provided under the category of Personnel will be utilized to cover the overtime salaries for deputies assigned to complete compliance checks. The average overtime compensation rate is estimated at \$42 per hour. Based upon this rate of compensation, the requested funds for personnel will allow for approximately 208 hours of scheduled Compliance Checks.



V. Civil Rights Requirements

- 1. Civil rights contact person: Dods, Douglas A - Operations Officer
- 2. Organization: Worcester County Sheriff's Office
- 3. Address: 1 West Market Street, Room 1001
Snow Hill, MD 21863-1069
- 4. Telephone Number: (410) 632-1111
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 17

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	1 West Market Street, Room 1001
City	Snow Hill
State & Zip	MD 21863-1069



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

- 1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.
- 2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.
- 3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.
- 4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
- 5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.
- 6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

- Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.
- 8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.
- 9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.
- 10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.
- 11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

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

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title



Certification Regarding Lobbying



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072

Project Title: Worcester County 2024 Sex Offender Compliance and Enforcement Grant
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official Date

Matthew Crisafulli
Sheriff

Worcester County Sheriff's

Nathaniel Passwaters
Chief Deputy



March 30, 2023

To: Mr. Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 Local Warrant Apprehension & Absconding Grant Program (WAAG)

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY2024 Local Warrant Apprehension & Absconding Grant Program (WAAG), in the amount of \$10,000.

If approved and awarded, the grant monies will be used to offset overtime costs for Deputies conducting warrant service outside of their normal full-time hours.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

**Worcester County
Sheriff's Office One**
West Market Street,
Room 1001 Snow Hill,
MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

**Local Warrant Apprehension and Absconding Grant Program -
FY24 (WAAG)**

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

Grant Application Form



Governor's Office of Crime Control and Prevention


Submitted: 3/30/2023

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

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

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- Travel
- Other

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2023-WA-0013
	Received By:	Date:



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

Local Warrant Apprehension and Absconding Grant Program - FY24 (WAAG)

Applicant: Worcester County Board of County Commissioners

Project Title: WCSO FY24 WAAG Grant

Worcester

Local Government

Start Date: 07/01/2023

Submitted: 3/30/2023 1:39:44 PM

DUNS Number: 101119399

End Date: 06/30/2024

Funding Year:

SAM Expiration: 11/1/2023

Applicant:

Implementing Agency:

Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072
(410) 632-1194 FAX: (410) 632-3131

Worcester County Sheriff's Office
1 West Market Street, Room 1001
Snow Hill, MD 21863 1069
(410) 632-1111 FAX: (410) 632-3070

Authorized Official:

Bertino, Anthony W. President
cbertino@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
(410) 632-1194 FAX: (410) 632-3131

Project Director:

Ramey, Bethany Lieutenant
bramey@co.worcester.md.us
Worcester County Sheriff's Office
1 West Market Street, Room 1001
Snow Hill, MD 21863-1069
(410) 632-1111 FAX: (410) 632-3070

Fiscal Officer:

Wright, Lynn Senior Budget Accountant
lwright@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
(410) 632-1191 FAX: (410) 632-3131

Funding Summary	100.0 %	Grant Funds	\$10,000.00		
	0.0 %	Cash Match	\$0.00		
	0.0 %	In-Kind Match	\$0.00		
		Total Project Funds	\$10,000.00		

Project Summary

The Worcester County Sheriff's Office is requesting funding from the Local Warrant Apprehension and Absconding Grant Program to help reduce the number of outstanding warrants, especially those related to violent crimes in Worcester County, Maryland, by allowing overtime of deputies to serve outstanding warrants. The program will serve the community by reducing outstanding warrants within the county and will reduce the number of violent offenders who are currently warranted and living in the community. The Worcester County Sheriff's Office is requesting \$10,000 to assist in these efforts.

Problem Statement/Needs Justification

The Worcester County Sheriff's Office is committed to providing the highest level of quality law enforcement service to the citizens and visitors, while fostering community relations. According to the data from the 2020 U.S Census, the population of Worcester County is 52,460. However, the resort town of Ocean City becomes the 2nd most populated municipality in Maryland during the summer months, as it hosts between 320,000 to 345,000 vacationers, and up to 8 million visitors annually. This amount of influx from the summer months creates additional responsibilities on the court system and the number of Bench Warrants issued to the Sheriff's Office for service. An award from the Local Warrant Apprehension and Absconding Grant Program would provide us the ability to accomplish serving a significant amount of these warrants in a more effective manner.

Program Goals and Objectives

Goal-Through coordination and cooperation between local law enforcement, state and federal agencies we will be able to reduce the number of active warrants in our jurisdiction as well as other jurisdictions within Maryland. This will, ultimately, reduce the amount of crime in Worcester County.

§ Objective-Maintain the number of active warrants.

§ Performance Measures- Reduce the amount of active warrants within Worcester County by keeping track of all warrants served.

Program Strategy/Program Logic

The Worcester County Sheriff's Office has implemented a strategy to serve active warrants within Worcester County. This grant will provide overtime compensation for deputies to serve warrants that are issued by the Court. This will give deputies the ability to apprehend wanted and absconding individuals, ultimately reducing the amount of crime in our communities by the number of outstanding warrants in our jurisdiction, especially those related to violent crimes.

The strategy used to for active warrants to be served are as follows:

- Obtain a warrant from court.
- Enter the warrant into the Worcester County Sheriff's Office records management system and NCIC.
- Issue the warrant to a deputy for an attempt to serve.
- If the defendant is located: arrest, transport, and process. The defendant will then go in front of a District Court Commissioner or Judge for an initial appearance.
- The defendant will either be released from the Worcester County Sheriff's Office, or held on a bond and taken to the Worcester County Jail.

Program Measurement

Output Measures

- Apprehend wanted individuals.
- Apprehend wanted individuals who are wanted for violent crime(s).
- Total number of warrants, currently 8849.
- Track all warrants served, delineated by offense.

Initial Outcome Measures

- Total number of wanted individuals who were arrested and if it was related to violent crime.
- Total number of warrants in the jurisdiction by type of warrant and related offense.
- Total number of situations where the service of a minor warrant led to the apprehension of a felon.

Impacts

- Submit a report to the Governor's Office of Crime Control and Prevention on a quarterly basis.
- Increased public safety
- Due to COVID-19 the courts were closed and impacted the amount of warrants that were able to be served.

Timeline

The lead coordinator for this project will be responsible for submitting quarterly reports.

Spending Plan

A grant award will provide overtime compensation to deputies who attempt active warrants. The average overtime rate is approximately \$42 an hour. Based on this rate of compensation, a \$10,000 award will allow approximately 238 hours of active warrant apprehension. These hours will be strictly dedicated to active warrant apprehension.

Management Capabilities

The Worcester County Sheriff's Office Administrative Service Division is assigned all active bench warrants through District and Circuit Court as well as Arrest Warrants within the County. The Administrative Services Division has the most experience within the jurisdiction in warrant management, due to the fact that they receive warrants from the courts on a daily basis and that judicial protection is directly under this Division.

The following individuals are the present and proposed staff for the grant:

1. Chief Enforcement Officer: Sheriff Matthew Crisafulli-Salary is a budget line item.
2. Project Director: Lt. Bethany Ramey-Salary is a budget line item.

Lt. Bethany Ramey has been with the Worcester County Sheriff's Office for 21 ½ years and is currently the commander of the Administrative Services Division. In 2001 she graduated the Eastern Shore Criminal Justice Academy. In 2002 she graduated from Salisbury University with a Bachelor of Arts degree. In 2008 she graduated from Wilmington University with a Master of Science degree. Lt. Bethany Ramey was promoted to the rank of Lieutenant in 2020 and has had direct command and staff supervisory duties for the Administrative Services Division since that time.

Sustainability

The Worcester County Sheriff's Office is committed to reducing crime within the county and will continue to use all resources available. The office will work with other local enforcement agencies to identify any additional resources available to serve active warrants issued by the Court and given to the Worcester County Sheriff's Office. Should we receive a grant award, it will allow the Sheriff's Office the ability to compensate deputies with overtime compensation to serve warrants after-hours.

Applicant Disclosure of Pending Applications Statement

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

Unique Entity Identifier and SAM.GOV Expiration Date

KEA9KRV8GPG3
expires 11/01/2023

Person Completing the Project Narrative

Bethany Ramey
Lieutenant
Worcester County Sheriff's Office
Administrative Services Division
1 West Market Street Room 1001
Snow Hill, Maryland 21863
Office-410-632-1111
Fax-410-632-3070
bramey@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$10,000.00	\$0.00	\$0.00	\$10,000.00

ITEM 15

Category A - Personnel



Control Number:

2023-WA-0013

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Deputy overtime costs	1	Overtime	Grant Funds	\$10,000.00

\$10,000.00

1. Request is to compensate deputies for overtime costs created by serving warrants after hours and/or on hours in excess of normal work week hours (40).



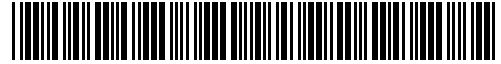
V. Civil Rights Requirements

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 17

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	1 West Market Street, Room 1001
City	Snow Hill
State & Zip	MD 21863-1069



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

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

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

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

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

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

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

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

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

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

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

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

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

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

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title


Certification Regarding Lobbying


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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863 1072

Project Title: WCSO FY24 WAAG Grant
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official **Date**



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 *PCT*
RE: Tax Ditch Roll Certification
DATE: April 11, 2023

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

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



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

OFFICE OF THE TREASURER

PHILLIP G. THOMPSON, CPA
 FINANCE OFFICER

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1105
 P.O. Box 248
 SNOW HILL, MARYLAND
 21863

JESSICA R. WILSON, CPA
 DEPUTY FINANCE OFFICER

To: County Commissioners

April 11, 2023

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

Re: FY 2024 rates for Tax Ditches
 and Managers for Tax Ditches

Please approve the following tax rates for the upcoming FY 2024 year on the tax ditches listed below:

TAX DITCH	FY 2023 RATES Till/Wood/Minimum	FY 2024 RATES Till/Wood/Minimum	COMMENTS
Birch Branch	3.50/1.75/35.00	3.50/1.75/35.00	Same as previous year
Coonsfoot	3.50/2.00/50.00	4.50/1.50/75.00	Increase/Decrease/Increase
Dividing Creek (PU&UDC)	7.00/3.50/30.00	7.00/3.50/30.00	Same as previous year
Double Bridges Branch	2.50/1.25/25.00	2.50/1.25/25.00	Same as previous year
Franklin Branch	3.60/2.10/ 50.00	3.60/2.10/ 50.00	Same as previous year
Georgetown Branch	4.00/1.00/20.00	4.00/1.33/20.00	Same/Increase/Same
Goodwill Branch	3.00/2.00/30.00	3.00/2.00/30.00	Same as previous year
Kitts Branch	6.00/5.00/20.00	9.00/3.00/20.00	Increase/Decrease/Same
Lewis Road	4.00/1.00/25.00	4.25/1.42/30.00	Increase/Increase/Increase
Middle Branch	.80/ .20/20.00	.80/ .20/20.00	Same as previous year
Nassawango Branch	3.00/ .75/ -0	3.00/ .75/ -0-	Same as previous year
Ninepin Branch	2.00/ .50/ 5.00	3.00/ .75/ 7.00	Increase/Increase/Increase
Passerdyke Branch	4.50/1.50/25.00	5.0/1.66/ 30.00	Increase/Increase/Increase
Pine Ridge Branch	3.50/ 2.50 / 35.00	3.50/2.50 / 35.00	Same as previous year
Sinepuxent Branch	6.00/5.00/ 20.00	6.00/2.00/20.00	Increase/Decrease/Same
Taylorville (Lower)	3.00/ -0- /25.00	3.00/ -0- /25.00	Same as previous year
Timmonstown Branch	1.25/ .80/ 5.00	1.25/ .80/ 5.00	Same as previous year
Upper Taylorville	3.00/3.00/25.00	3.00/ 3.00/25.00	Same as previous year



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

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1105
 P.O. Box 248
 SNOW HILL, MARYLAND
 21863

PHILLIP G. THOMPSON, CPA
 FINANCE OFFICER

JESSICA R. WILSON, CPA
 DEPUTY FINANCE OFFICER

FY 2024

Please approve the following managers for the following tax ditches:

TAX DITCH

MANAGERS

Birch Branch	Clifton Murray
Coonsfoot Branch	Lee Bradford
Dividing Creek Branch (Pusey & Upper)	Tommy Johnson
Double Bridges Branch	Wesley Townsend
Franklin Branch	Richard G. Holland, Sr.
Georgetown	Keith W. Johnson
Goodwill Branch	Donald Jones
Kitts Branch	Bill Thompson, Jr.
Lewis Road Branch	Donnie Blake
Middle Branch	Dean Smith
Nassawango Branch	John Carmean
Ninepin Branch	Keith Littleton
Passerdyke	R. Douglas Reynolds
Pine Ridge Branch	Harold R. Esham
Sinepuxent Branch	Billy Thompson, Jr.
Taylorville (Lower) Branch	James Warren
Timmonstown Branch	Harry Taylor
Upper Taylorville Branch	David Bradford

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PUBLIC DRAINAGE ASSOCIATION CERTIFICATIONS

Certification to County Commissioners of Compliance with LG §26-802 for FY 23

I, Weston S. Young, Chief Administrative Officer and designated officer pursuant to Maryland Annotated Code, Local Government Article, §26-802, do hereby certify to the County Commissioners that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2023 conform to the requirements of the aforesaid §26-802.

Date

Weston S. Young
Chief Administrative Officer

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
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CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Assessment Lists Certification by County Commissioners for FY23

We, the County Commissioners for Worcester County, Maryland, do hereby certify to Philip G. Thompson, Finance Officer and Treasurer for Worcester County, Maryland, that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2023 are hereby approved.

Approval of Tax Rates and Managers

We, the County Commissioners for Worcester County, Maryland, approve the public drainage association tax rates and managers for the upcoming fiscal year, FY 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Date

Caryn Abbott

Theodore J. Elder

Eric J. Fiori

Joseph M. Mitrecic

Diana Purnell

Today's Guest

from Atlantic General Hospital & Health System



Don Owrey, MBA, FACHE
President and CEO, Atlantic General Hospital and Health System

Don Owrey, President and CEO of Atlantic General Hospital and Health System, has more than 30 years of health care experience and leading regional health care strategy. Prior to joining Atlantic General in 2022, he spent 20 years in various leadership roles with the University of Pittsburgh Medical Center (UPMC). Most recently, in addition to his role as President of UPMC Williamsport, he served as the COO for UPMC's northern region, which comprised six rural and community hospitals, a 450-provider medical group and more than 5,000 employees.

While there, Don was directly responsible for establishing the strategic direction and providing operational leadership for the system's hospitals and providers, resulting in consistent operating margin improvements, year-over-year advances in Press Ganey patient experience scores, notable gains in patient safety and quality, and impressive employee engagement ratings.

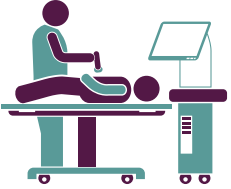
In this position, Don led the development of a fully accredited Level 2 trauma center at UPMC Williamsport and oversaw \$90 million in capital improvement projects, including a cancer center expansion, a 30-bed inpatient rehabilitation unit, and numerous other program expansion and infrastructure projects.

Don is a transformational leader with a proven track record of success in hospital progression, clinical program development, improved patient experience and quality outcomes, employee and physician engagement, revenue growth and care model redesign.

Prior to his role in Williamsport, PA, Don served 11 years as President of 3 UPMC hospitals in western Pennsylvania. His career with UPMC also includes leadership positions with UPMC Health Plan and UPMC Children's Hospital of Pittsburgh. Don graduated from Thiel College, in Greenville, PA, and earned a master's degree in business administration from Robert Morris University, in Pittsburgh, PA. He and his wife, Kelly, live in Ocean Pines and are enjoying their transition to the lower Eastern Shore.

Our

Accomplishments



Mako Smartrobotics™ and Total Joint Program Initiatives

In September of 2022, the first joint replacement aided by **Stryker's Mako SmartRobotics™** was completed in Atlantic General's Joint Surgery Center. Mako uses 3D CT-based planning software so the surgeon can create 3D modeling and a personalized joint replacement surgical plan based upon the patient's anatomy. Using this plan, the surgeon guides Mako's robotic arm within the predefined area using AccuStop™ technology, cutting less to cut precisely.



An additional quality and patient experience initiative from the Total Joint Program team is **RecoveryCOACH**, a secure web-based service, accessible via desk-top computer and mobile app, that helps joint patients stay connected with their care team and guides them through the surgical journey with education information and activities, from pre- to post-op. The program was launched in March 2023.



Skin Clinic

In January of 2023, Atlantic General Surgical Associates' Dr. Alae Zarif opened a skin clinic for suspicious lesions and moles. This skin clinic was started to address the region's barrier to timely evaluation, testing and treatment for skin cancers. Evaluations and biopsies are available on Monday afternoons, by provider referral.



Training Programs for Clinical Staff

This year, Atlantic General created two student nurse opportunities with the organization, with the goal of providing additional training and guidance to future nurses as well as support recruitment efforts for clinical staff. In addition to part time student nurse positions as well as full-time 10-week summer internships for RN students poised to complete their final year of schooling, Atlantic General was recently certified to offer a CNA program. The first cohort of students will begin training in April 2023.

Our

Challenges



Ongoing Physician and Nursing Shortages

Our region is federally designated as a medically underserved area, with a provider-to-community member ratio significantly higher than the national average. The situation is further worsened by a severe nursing shortage, which poses an ongoing challenge to our mission-driven and government-mandated efforts to create a healthy community.



Financial Pressures

With federal pandemic aid ended and hospital costs continuing to rise while prices are capped, most Maryland hospitals are spending more than they are taking in. This is due to multiple factors, including a significant increase in wages to retain staff and attract new talent.

- In Maryland, 1 in every 5 hospital positions is vacant, causing organizations to rely heavily on expensive contract labor
- Maryland hospitals' median operating margin was negative for 12 of the last 14 months.
- The latest reported monthly median margin was negative 1.4%.



Medical Liability in Maryland

Maryland's liability climate is among the worst in the U.S., as lobbyists for civil attorney groups continually block efforts to cap malpractice claims and prevent other reforms. A study funded by Maryland's Health Services Cost Review Commission show the average size of a hospital liability claim in Maryland is 75% higher than the national average. As a result, malpractice insurance premiums continue to rise, forcing both malpractice insurers and health care providers out of the state. Those health care organizations that remain are forced to invest more dollars in malpractice insurance that could be better invested in services for our community.



care.givers

Medical Staff

New Providers



Nancy Miller, CRNP
Walk-In Primary Care



Maria Haskell, CRNP
Walk-in Primary Care



Allison Pusey, CRNP
Primary Care



Michael DiClemente, MD
Women's Health



Rodney Williams, MD
Medical Oncology



Marguerite Russo, PMHNP
Psychiatry



Wendy Corkran, CRNP
Primary Care



Gudelsky Family

Medical Center



Sina Companies, the developer overseeing the construction of the new Gudelsky Family Medical Center, contracted with Willow Construction for the project. **Site work began in February 2022, with completion anticipated in Fall 2023.**

The new center will allow Atlantic General to provide ancillary services outside of the hospital setting, thereby making them less costly to patients and insurers.

Additionally, the facility will provide a more accessible location for patients to receive primary care and specialty services.

The Gudelsky Family Medical Center will include:

- Atlantic General Diabetes Center, which will relocate from its current Ocean Pines location, offers endocrinology care, diabetes education and resources, glucometer downloads, guidance for insulin pump installation and retina screenings.
- Diagnostic Services, including x-ray and lab draws

Our heartfelt thanks go out to the Gudelsky family, our Campaign for the Future donors, and all others who have been involved in funding and bringing this important project to fruition.

- A second location for AGHRx RediScripts Pharmacy, which provides prescription medications and over-the-counter products as well as medication therapy management services and insurance and pharmaceutical rebate consultations to help patients find the best prices for their medications.
- Existing rheumatology services as well as women's health
- Pediatrics and family medicine

Due to open Fall 2023



care.givers

17 - 5

Financials

FY22

We Billed	\$202,937,272
We Received:	\$153,321,612
Cost of Care:	\$154,127,092
Operating Margin:	\$(805,480)
Community Support:	\$1,177,065*
Total Margin:	\$1,466,411**
(State Assessment:	\$2,033,618)

*Does not include Campaign for the Future funds
 **Includes investment Loss due to market downturn

FY21

We Billed	\$192,247,099
We Received:	\$144,935,511
Cost of Care:	\$146,641,248
Operating Margin:	\$(1,702,737)
Community Support:	\$928,615*
Total Margin:	\$6,755,835**
(State Assessment:	\$2,673,324)

*Does not include Campaign for the Future funds
 **Includes investment Gain due to market upturn

Admissions	2,584
Ave. Length of Stay (days)	4.7
Patient Days of Care	12,097
Emergency Visits	32,720
Laboratory Visits (outpatient)	21,960
Radiology Visits (outpatient)	26,327
Surgeries (inpatient/outpatient)	5,475
Physician Visits (AGHS)	127,332
Cardiologist/Pulmonary	3,224
EKG/EEG visits (outpatient)	

Admissions	2,582
Ave. Length of Stay (days)	4.4
Patient Days of Care	11,219
Emergency Visits	28,940
Laboratory Visits (outpatient)	21,331
Radiology Visits (outpatient)	25,386
Surgeries (inpatient/outpatient)	5,998
Physician Visits (AGHS)	118,649
Cardiologist/Pulmonary	3,084
EKG/EEG visits (outpatient)	





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

TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer
DATE: April 11, 2023
RE: 1505 Board of Education FY24 Budget Request

Due to a conflict of interest the Board of Education at previous budget work session meetings, the Board of Education FY24 budget will be presented on April 18th. The FY24 Budget for the Board of Education is requesting an overall increase of \$4,167,621 or 4.1%. Please refer to the FY24 Board of Education proposed operating budget books which were received in late March.

DEPARTMENT BUDGET SUMMARY

A. Department or Agency:	Board Of Education	Department Number:	1505
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B. Fund: 100	General Fund	Function:	Public Schools
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C. Statistical Data:

Description of Statistal Data	Actual FY2021	Actual FY2022	Estimate FY2023	Estimate FY2024
Student Enrollment in Worcester County Public Schools	6,811	6,803	6,793	6,827
Teachers employed in Worcester County Public Schools	589	596	654	657

D. Revenues:

Revenue Category	Approved Budget FY2021	Approved Budget FY2022	Approved Budget FY2023	Budget Request FY2024	% Change
UNRESTRICTED REVENUE					0.0%
County Appropriation	93,692,139	96,041,968	99,985,947	104,092,547	4.1%
State	20,134,975	20,302,704	22,287,191	25,147,288	12.8%
Other	792,463	792,463	792,463	792,463	0.0%
OTHER REQUESTS - COUNTY FUNDED RECURRING					0.0%
Appropriation - Technology	200,000	200,000	200,000	200,000	0.0%
Appropriation - Capital Outlay	100,000	100,000	100,000	100,000	0.0%
NONRECURRING - COUNTY FUNDED					0.0%
Appropriation - Technology	0	0	0	0	0.0%
Appropriation - School Construction	633,000	295,800	205,000	875,000	326.8%
OTHER - COUNTY FUNDED					0.0%
Appropriation - Retirement Expenses	619,100	660,253	697,658	758,679	8.7%
Total	\$ 116,171,677	\$ 118,393,188	\$ 124,268,259	\$ 131,965,977	6.2%

E. Expenditures:

Expenditure Category	Approved Budget FY2021	Approved Budget FY2022	Approved Budget FY2023	Budget Request FY2024	% Change
Administration	\$ 1,745,489	\$ 1,814,096	\$ 1,887,139	\$ 1,959,837	3.9%
Instructional Support Services	7,880,347	8,047,406	8,634,329	9,074,944	5.1%
Instructional Salaries	46,011,547	47,136,764	50,670,916	53,657,036	5.9%
Textbooks & Classroom Supplies	2,502,738	2,727,738	2,727,738	2,969,190	8.9%
Other Instructional Costs	965,917	965,917	965,917	1,139,209	17.9%
Special Education	11,224,881	11,529,989	12,547,863	13,220,612	5.4%
Student Personnel Services	366,208	373,764	393,154	416,084	5.8%
Health Services	1,000,574	1,021,007	1,132,576	1,197,962	5.8%
Student Transportation	6,938,669	7,012,371	7,324,165	7,760,950	6.0%
Operation of Plant	8,453,246	8,549,069	8,773,995	9,013,795	2.7%
Maintenance of Plant	1,115,698	1,129,851	1,173,873	1,216,910	3.7%
Fixed Charges	26,289,780	26,702,964	26,702,964	28,269,311	5.9%
Capital Planning	124,483	126,199	130,972	136,458	4.2%
Technology Program	200,000	200,000	200,000	200,000	0.0%
Capital Outlay	100,000	100,000	100,000	100,000	0.0%
School Construction	633,000	295,800	205,000	875,000	326.8%
Retirement Expenses	619,100	660,253	697,658	758,679	8.7%
Total	\$ 116,171,677	\$ 118,393,188	\$ 124,268,259	\$ 131,965,977	6.2%

H. Summary of Significant Budget Increase/Decrease

Description of Increase/Decrease	\$ Increase/Decrease	% Inc/(Dec)
	\$ 7,697,718	6.2%

Worcester County FY24

1505 Board of Education Budget Requested

Account Number	Account Description	2024 Department Requested	2023 Adopted Budget	\$ Variance	% Variance	2022 Actual Amount	2021 Actual Amount	Department Requested Comments
Fund: 100 - General Fund								
EXPENSES								
Department: 1505 - Board of Education								
Location: 200 - Administration								
<i>OTHR CHGS - Other Charges</i>								
7120.010	Other Non-Matching Expenses Appropriation for Board of Educ.	104,092,547.00	99,985,947.00	4,106,600.00	4.0%	96,341,968.00	93,692,139.00	
7120.300	Other Non-Matching Expenses Board of Ed Employee Retirement	758,679.00	697,658.00	61,021.00	9.0%	648,942.00	624,039.00	
7120.310	Other Non-Matching Expenses Board of Ed School Building Impr	100,000.00	100,000.00	0.00	0.0%	0.00	100,000.00	
7120.330	Other Non-Matching Expenses Board of Ed Technology	200,000.00	200,000.00	0.00	0.0%	0.00	200,000.00	
7120.332	Other Non-Matching Expenses Board of Ed Restricted Programs	0.00	0.00	0.00	N/A	28,238.29	27,759.45	
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$105,151,226.00	\$100,983,605.00	\$4,167,621.00	4.1%	\$97,019,148.29	\$94,643,937.45	
Location Total: 200 - Administration		\$105,151,226.00	\$100,983,605.00	\$4,167,621.00	4.1%	\$97,019,148.29	\$94,643,937.45	
Department Total: 1505 - Board of Education		\$105,151,226.00	\$100,983,605.00	\$4,167,621.00	4.1%	\$97,019,148.29	\$94,643,937.45	
EXPENSES Total		\$105,151,226.00	\$100,983,605.00	\$4,167,621.00	4.1%	\$97,019,148.29	\$94,643,937.45	

WORCESTER COUNTY				
FY 2024 Requested Budget				
	FY2024 Requested	FY2023 Adopted	(\$) Difference	(%) Difference
Board of Education				
Personnel Services	83,910,534	79,340,670	4,569,864	5.8%
Supplies & Materials	3,973,785	3,732,333	241,452	6.5%
Maintenance & Services	9,146,959	8,662,925	484,034	5.6%
Other Charges	33,565,157	31,832,789	1,732,368	5.4%
Interfund Charges	(25,939,751)	(23,079,654)	(2,860,097)	12.4%
Capital Equipment	494,542	494,542	0	0.0%
Total Operating Budget	105,151,226	100,983,605	4,167,621	4.1%
School Debt Service	10,797,206	12,455,856	(1,658,650)	-13.3%
Total Operating & Debt Service	115,948,432	113,439,461	2,508,971	2.2%

BOARD OF EDUCATION OF WORCESTER COUNTY

REVENUES

REVENUE SOURCE	APPROVED FY 23	REQUESTED FY 24
UNRESTRICTED REVENUES		
COUNTY		
Appropriation - Current Expense	\$99,985,947	\$104,092,547
STATE (Thornton Funding) *		
Foundation Program	7,980,405	8,276,124
Special Education	2,166,970	2,391,661
Transportation	3,697,479	4,000,397
Compensatory Education	7,993,597	9,988,240
Limited English Proficiency	448,740	490,866
OTHER		
Tuition	70,000	70,000
Other	80,000	80,000
Prior Year's Fund Balance**	567,011	567,011
Restricted Programs Reimbursements	75,452	75,452
TOTAL UNRESTRICTED REVENUE	\$123,065,601	\$130,032,298
OTHER REQUESTS - COUNTY		
RECURRING		
Appropriation - Technology	\$200,000	\$200,000
Appropriation - Capital Outlay	100,000	100,000
NONRECURRING		
Appropriation - Technology	0	0
Appropriation - School Construction	205,000	875,000
OTHER		
Appropriation - Retirement Expenses	697,658	758,679
Appropriation - County Share of Teacher Pension	***	***
TOTAL OTHER REQUESTS - COUNTY	\$1,202,658	\$1,933,679
TOTAL COUNTY APPROPRIATION	101,188,605	106,026,226
TOTAL BUDGET - ALL FUNDS	\$124,268,259	\$131,965,977

* State funding is based upon current law. Subject to final legislative action, these amounts could change.

Any decrease in State funding would result in an increased amount being requested from the County.

** A detailed summary of the utilization of the FY21 fund balance is included on page 3.

*** Effective for FY17, this amount is now included under the budget category of Fixed Charges.

BOARD OF EDUCATION OF WORCESTER COUNTY

FY24 TOTAL BUDGET SUMMARY BY CATEGORY AND OBJECT OF EXPENDITURE

	SALARY	CONTRACTED SERVICES	SUPPLIES AND MATERIALS	OTHER CHARGES	EQUIPMENT	TUITION TRANSFERS	FY24 PROPOSED BUDGET
Administration	1,705,401	177,242	30,382	45,710	1,102		\$1,959,837
Instructional Support Services	8,785,944	85,263	137,537	61,200	5,000		9,074,944
Instructional Salaries	53,657,036						53,657,036
Textbooks & Classroom Supplies			2,969,190				2,969,190
Other Instructional Costs		591,939		411,875	85,395	50,000	1,139,209
Special Education	12,442,601	403,000	185,000	40,011	22,000	128,000	13,220,612
Student Personnel Services	413,161	750	1,890	283			416,084
Health Services	1,187,842	252	8,118	750	1,000		1,197,962
Student Transportation	396,595	7,261,635	9,636	93,084			7,760,950
Operation of Plant	4,332,387	532,690	401,120	3,705,298	42,300		9,013,795
Maintenance of Plant	855,417	93,738	229,360	650	37,745		1,216,910
Fixed Charges				28,269,311			28,269,311
Capital Planning	134,150	450	1,552	306			136,458
Proposed FY24	\$83,910,534	\$9,146,959	\$3,973,785	\$32,628,478	\$194,542	\$178,000	\$130,032,298
OTHER REQUESTS							
Technology Program							\$200,000
Capital Outlay							100,000
School Construction							875,000
County Share of Teacher Pension							*
Retirement Expenses							758,679
TOTAL OTHER REQUESTS							\$1,933,679
				TOTAL			\$131,965,977

*Effective for FY17, this amount is now included in the category of Fixed Charges



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

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

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston S. Young, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
DATE: April 11, 2023
SUBJECT: Volunteer Fire/EMS Study

As you are aware, the Commissioners approved our outside audit firm, UHY, LLC, to provide a summary of the financials of the volunteer fire and emergency medical service companies in the County. I have been working with Mr. Chris Hall to facilitate this study for almost a year with the intention of having this information available for the FY24 Budget process. During this time we have met with the County Fire/EMS Committee and have provided numerous status updates to this group. UHY, LLC has provided the completed document and I am requesting that it be included as an agenda item on the April 18, 2023 Commissioners Meeting. Mr. Hall will be attending the meeting to present and discuss the report and I will be available to answer questions as well.

I have also requested additional information from a number of Companies above and beyond what is contained in the UHY Report. The purpose of this additional request was to further explain how the Companies operate and provide transparency with regard to the cash on hand. I am including this information as well as the UHY Report for your consideration.

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



Worcester County Government
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MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: April 18, 2023
RE: Fire Companies ARPA Funding Requests

On July 5, 2022 the Commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items to fix the fragile system. Please see the following requests we have received for your approval.

Ocean City Fire Company (EMS) – Requesting \$18,600 for the purchase of ultrasound medical devices to include carrying cases and iPads. All competitive pricing requirements have been met.

Ocean City Volunteer Fire Company – Requesting \$45,500 towards land mitigation services at the Fire Station located on Keyser Point Road. The competitive pricing requirements have been met as these services are considered professional services.

Ocean Pines Fire – Requesting \$77,971 towards the purchase of equipment for a new fire engine. Competitive pricing requirements have been met as this purchase is based off of a cooperative contract through Sourcewell.

Ocean Pines EMS – Requesting \$67,693.58 towards the purchase heart monitors/defibrillators. Competitive pricing requirements have been met as pricing is based off of a State of Maryland contract.

Stockton Volunteer Fire Department – Requesting \$150,000 towards the purchase of a new pumper engine. The new engine will be replacing a 1994 Pierce Fire Engine with approximately 20,945 miles. See attached letter to the commissioners for more information. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through HGAC.

Showell Volunteer Fire Department – Requesting \$150,000 towards the purchase of a new pumper engine. This new engine will be replacing a 1984 Pierce Engine. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through HGAC.

Girdletree – Requesting \$150,000 towards the purchase of SCBA equipment. Competitive pricing requirements have been met as this purchase is based off of a cooperative contract through Sourcewell.

Bishopville – Requesting \$150,000 towards the purchase of a new engine/brush unit. This new engine/brush unit will be replacing a 1995 brush unit and a 1986 Engine. See attached letter for more information. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through HGAC.

ITEM 20

The following companies have their tentative purchasing plans in place and are working on their competitive pricing. Pocomoke Fire, Pocomoke EMS, Snow Hill Fire, Snow Hill EMS, Newark Fire, Newark EMS, Berlin Fire, and Berlin EMS. Ocean City Volunteer Fire Company still has remaining funds available.

Additionally, new safety standards for SCBA are being released and some companies want to purchase SCBA with the newest safety standards. All companies are aware of the December 2024 commitment requirements and have been advised to submit no later than October 2024 should any reallocation of funds be needed.

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

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Town of Ocean City _____ Fed Tax ID #:52-6000802

Item Purchased for (circle one) FIRE / RESCUE EMS

Amount Requested from ARPA Funds: \$18,600.00

If project / item amount is greater than ARPA funds request---State below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

Butterfly iQ + Ultrasound probe, charger, case; Licenses. Apple I pad WIFI + Cellular; Meret G2 Pro X Grab BLS Bag

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Butterfly	\$14,926.70
Amazon	\$3099.50
Bound Tree Medical	\$562.15

Expected Order Date: As soon as funds are available _____

Expected Delivery Date: 5-10 ARO _____

Specification Bid Item Contact Person Name: Chris Shaffer _____ Phone:443-235-4430 _____

Financial/Bid Contact Name: _____ Phone: _____

Chief / EMS Captain Signature:  Date: 01/30/2023

President Signature: _____ Date: _____

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Ocean City Volunteer Fire Company Fed Tax ID #: 52-1638260

Item Purchased for (circle one) **FIRE / RESCUE** EMS

Amount Requested from ARPA Funds: \$ 45,500

If project / item amount is greater than ARPA funds request---state below amounts and where remaining funds are being obtained---(i.e. budget, savings, loans, grants, etc.)

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

The Keyser Point Road Fire station has received land from the Town of Ocean City for expansion. In order to use that land, land mitigation is needed. Carpenter Engineering has been heading that project since the beginning to secure the needed land for mitigation and expansion.

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Carpenter Engineering	\$45,500

Expected Order Date: _____

Expected Delivery Date: _____

Specification Bid Item Contact Person Name: Ronnie Carpenter Phone: 302-438-6745

Financial/Bid Contact Name: Ronnie Carpenter Phone: 302-438-6745

Chief / EMS Captain Signature: [Signature] Date: 6 April '23

President Signature: [Signature] Date: 4/6/23

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Ocean Pines Vol Fire Dept. Fed Tax ID #: 23-7405664

Item Purchased for (circle one) FIRE / RESCUE EMS

Amount Requested from ARPA Funds: \$ 77,971.00

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

Brief Description of Item and Quantity to be purchased
Attach any brochures, detailed item specifications, etc.

equipment for new fire engine

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is “piggybacking” off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
MES	\$54,721.00
MES - Sole Source Items	\$23,250.00
Whitmer public safety	\$68,127.00 (second quote non Sole Source)

Expected Order Date: 03/27/23

Expected Delivery Date: 12/31/23

Specification Bid Item Contact Person Name: Steen Erouald Phone: 302-562-3625

Financial/Bid Contact Name: David C. VanGosbid Phone: 301-221-2524

Chief / EMS Captain Signature: [Signature] Date: 03/10/23

President Signature: [Signature] Date: 3/10/23

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of Invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Ocean Pines Vol Fire Dept Fed Tax ID #: 23-7405884

Item Purchased for (circle one) FIRE / RESCUE **EMS**

Amount Requested from ARPA Funds: \$ 67,693.58

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

Brief Description of Item and Quantity to be purchased
Attach any brochures, detailed item specifications, etc.

2 - LP 15 Heart Monitors, these are a sole source item as they are only made by Stryker

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
<u>Stryker Medical</u>	<u>\$ 67,693.58</u>

Expected Order Date: 03/15/23

Expected Delivery Date: 02/01/24

Specification Bid Item Contact Person Name: Steven Gronowak Phone: 302-567-3625

Financial/Bid Contact Name: David Van Gasbeck Phone: 301-221-2584

Chief / EMS Captain Signature: [Signature] Date: 3/10/23

President Signature: [Signature] Date: 3/10/23

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Stockton Volunteer Fire Company Fed Tax ID #: 521196602

Item Purchased for (circle one) **FIRE / RESCUE** EMS

Amount Requested from ARPA Funds: \$ \$150,000

If project / item amount is greater than ARPA funds request---state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.

The remaining balance will be covered by the SVFC General Fund.

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

The Stockton Volunteer Fire Company will be using the funds to purchase a new fire Engine. This apparatus will be replacing our current 1994 Pierce Fire Engine 202.

See attached Letter to the Commissioners for more information on this purchase.

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Matheny Motor Truck Company	\$989,555.00
Atlantic Emergency Solutions	\$987,217.00

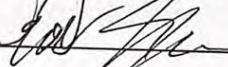
Expected Order Date: 01/12/2023

Expected Delivery Date: Spring or Summer of 2024

Specification Bid Item Contact Person Name: Doug Parker Phone: 410-726-2574

Financial/Bid Contact Name: Chris Breslin Phone: 443-824-4341

Chief / EMS Captain Signature:  Date: 2-2-2023

President Signature:  Date: 02/02/2023

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor



STOCKTON VOLUNTEER FIRE CO., INC.

1501 SNOW HILL RD. STOCKTON, MD 21864 (410) 632 - 3030

1 W. Market St. Room 1103
 Snow Hill, MD 21863
 Re: Purchase of New Fire Engine

Dear Commissioners of Worcester County,

The leadership and members of the Stockton Volunteer Fire Company would like to take the opportunity to explain the amount of detail and research that went into our upcoming purchase of the new fire engine. While purchasing a brand-new fire engine is rather expensive, the purchase of a new fire engine is necessary. Our current Engine 202 was purchased in 1994 and will be reaching its maximum age of 30 years in 2024, meaning it may no longer be used for calls for service. Upon this realization, the Stockton Volunteer Fire Company created the New Engine Committee which would begin a three-year process of researching the most affordable and practical options, visiting several expos and vendor locations, and eventually selecting and designing our new fire engine.

After an exhaustive search and hearing bids from several vendors, the committee determined that a new Pierce Engine would be the most appropriate for our budget and departmental needs. The price points were more appropriate, the current Engine 202 is a Pierce so we are familiar with their design, and Pierce Manufacturing has a service center located in Grasonville if we have a mechanical or technical issue with the new apparatus. The new engine must be ordered well in advance due to extended production times and conflicts with contractual obligations with much larger fire agencies including D.C. Fire and Baltimore City and Baltimore County Fire Department. As it stands now, the new engine will be delivered and ready to be placed in service in the Spring or Summer of 2024.

This new engine will be placed in service during our 100-Year Anniversary Celebration preliminarily scheduled for October 2024. At that time, current Engine 202 will be donated to the War Fire department in the City of War, West Virginia. The current price of the engine is \$987,217.00 with the SVFC already making a down payment of \$500,000.00 in August of 2022. The \$150,000.00 offered by Worcester County will go towards this massive capital investment and the remaining balance of \$337,217.00 will be covered by the SVFC general fund. Thank you for your continued willingness to assist and fund the fire and rescue services that the Stockton Volunteer Fire Company offers. If you have any additional questions or concerns, please feel free to reach out to Chief Tim Jerschied.

Sincerely,

CHARLES T JERSCHIED

Fire Chief

25 January 2023

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Showell Volunteer Fire Department Inc. Fed Tax ID #: 52-1706528

Item Purchased for (circle one) FIRE / RESCUE EMS

Amount Requested from ARPA Funds: \$ 150,000.00

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

Savings, and a loan

Brief Description of Item and Quantity to be purchased
Attach any brochures, detailed item specifications, etc.
Purchasing a new pumper engine

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is “piggybacking” off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Atlantic Emergency Solutions (Pierce)	\$917,145.00
<u>Lawvere (Sutphen)</u>	<u>\$896,753.36</u>
Patriot Fire (EONE)	\$0 See Attachment

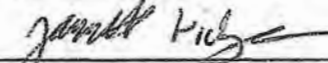
Expected Order Date: January 27, 2023

Expected Delivery Date: June, 2025

Specification Bid Item Contact Person Name: David Pruitt Phone: 4438803366

David Smarte 4434972038

Financial/Bid Contact Name: Harry Hammond Phone: 4102514549

Chief / EMS Captain Signature:  Date: 1/30/2023

President Signature:  Date: 01/30/2023

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #:

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: GROUPTREE VOL. FIRE CO., INC Fed Tax ID #: 91-1971496

Item Purchased for (circle one) FIRE / RESCUE EMS

Amount Requested from ARPA Funds: \$ 213,818.60

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

\$63,818.60 will be provided for apparatus/equipment existing funds

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

22 - SCBA WITH EXTRA BOTTLES AND ACCESSORIES

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is “piggybacking” off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
<u>MES</u>	<u>\$196,818.60</u>
<u>MES</u>	<u>17,000.00</u>

Expected Order Date: 2-14-2023

Expected Delivery Date: 6-1-2023

Specification Bid Item Contact Person Name: SCOTT WATIA Phone: 443-783-6580

Financial/Bid Contact Name: JEFF McMAHON Phone: 443-783-3747

Chief / EMS Captain Signature: [Signature] Date: 2-13-2023

President Signature: [Signature] Date: 2-13-2023

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: BISHOPVILLE UFD Fed Tax ID #: 52-1078007

Item Purchased for (circle one) FIRE / RESCUE EMS

Amount Requested from ARPA Funds: \$ 150,000

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

CAPITAL OUTLAY FUNDS - LOAN
OTHER SAVINGS

Brief Description of Item and Quantity to be purchased
Attach any brochures, detailed item specifications, etc.

COMBINATION BRUSH/ENGINE 750gal 1500GPM, Class A Engine

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
<u>MIDWEST</u>	<u>* 615,000 DOES NOT MEET SPEC</u>
<u>ROSENBAUER</u>	<u>* 689,390</u>
<u>PICARD</u>	<u>NO RESPONSE</u>

Expected Order Date: 11-23-2022

Expected Delivery Date: 2024

Specification Bid Item Contact Person Name: JIMMY LACOSTER Phone: 410-251-4335

Financial/Bid Contact Name: GARY M'CASE, TREASURER Phone: 410-352-5891

Chief / EMS Captain Signature: [Signature] Date: 3/2/23

President Signature: [Signature] Date: 3/22/23

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

To : Worcester County Purchasing Agent

From: Bishopville VFD

Subject : American Rescue Funds

Date: 2/27/23

Explanation of requested funds:

NEED: Two years ago the Fire Department recognized a need for the replacement of 1995 Brush unit, and a 1986 Engine. Also in this need assessment was the fact that there are houses and development along the St. Martins River that we could not access or would have trouble accessing because of the size of our present units. We developed a plan to replace these two units with a lower profile, 4 X 4 unit carrying as much water and hose as possible to be designated a class A Engine.

PLAN: We placed a request from several vendors to see if they could build a unit. Three vendors responded. Midwest, Pierce, and Rosenbauer. We they developed the specs and requested bids from those vendors. Only two responded with proposals. Pierce did not respond, and Midwest would not place a high pressure pump along with the normal pump. With the high pressure pump gave the engine the ability to pump and roll independently of the regular fire pump, which is important for field and woods firefighting

PROPOSAL: After 6 months or so we decided to go with Rosenbauer for the new Engine /Brush unit. The Price for the unit was \$689,390. The company voted to purchase the unit. To avoid and price increase we put a down payment of 30,000, with a delivery of 18 to 24 months.

P.S. This purchase does extend the time frame that we would have to purchase a new Engine. Normally we would have to purchase an Engine in 2036 (at a cost of million most dollars). Now we can wait until 2044



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

TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer
DATE: April 11, 2023
RE: 1105 Volunteer Fire & EMS FY24 Budget

Due to a conflict of interest of Chief Bowers in previous budget work sessions, the Fire and EMS FY24 budget will be presented on April 18th. The FY24 Budget for Department 1105 includes the Fire Training Center 1105.197 which was previously presented by the Fire Marshal, Matt Owens on March 28th, 2023.

Chief Bowers will be presenting the Fire and EMS portion of the FY24 budget. Please see attached letters for detailed requests for the Fire and EMS Companies. An outline of these requests are as follows:

- Fire company supplemental request of \$10,677 per volunteer fire company.
- EMS request an additional \$10,000 per ambulance.
- EMS request to bring mileage supplement to IRS rate of \$.655
- EMS request to increase "Non Credit Out-Town" & "Credit Runs In- Town" to \$225
- EMS request to increase "Credit Runs Out-Town" to \$900
- Fire company request for 560 gallons of firefighting foam. (This quote is not currently reflected in budget reports. The estimate for the firefighting foam totals \$28,637.28)

Worcester County FY24									
Account Number	Account Description	2024 Department Requested	2023 Amended Budget	\$ Variance	% Variance	Amount as of 12/31/22	2022 Actual Amount	Department Requested	Comments
Fund: 100 - General Fund									
EXPENSES									
Department: 1105 - Volunteer Fire Departments									
Location: 100 - Town of Pocumoke									
<i>OTHR CHGS - Other Charges</i>									
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	788,803.00	708,779.00	80,024.00	13.7%	708,779.00	693,779.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	2,725.00	520.00	2,205.00	424.0%	0.00	520.00		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$791,528.00	\$709,299.00	\$82,229.00	14.0%	\$708,779.00	\$694,299.00		
Location Total: 100 - Town of Pocumoke		\$791,528.00	\$709,299.00	\$82,229.00	14.0%	\$708,779.00	\$694,299.00		
Location: 105 - Pocumoke VFD									
<i>OTHR CHGS - Other Charges</i>									
7080.010	Fire & Ambulance County Grant to Fire Companies	260,905.00	250,000.00	10,905.00	4.4%	125,000.00	250,000.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$292,980.00	\$281,937.00	\$11,043.00	3.9%	\$125,000.00	\$281,936.80		
Location Total: 105 - Pocumoke VFD		\$292,980.00	\$281,937.00	\$11,043.00	3.9%	\$125,000.00	\$281,936.80		
Location: 110 - Town of Berlin									
<i>OTHR CHGS - Other Charges</i>									
7080.060	Fire & Ambulance State Grant for Fire Companies	10,711.00	10,674.00	37.00	0.3%	0.00	10,674.00		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$10,711.00	\$10,674.00	\$37.00	0.3%	\$0.00	\$10,674.00		
Location Total: 110 - Town of Berlin		\$10,711.00	\$10,674.00	\$37.00	0.3%	\$0.00	\$10,674.00		
Location: 115 - Berlin VFD									
<i>OTHR CHGS - Other Charges</i>									
7080.010	Fire & Ambulance State Grant for Fire Companies	260,905.00	250,000.00	10,905.00	4.4%	125,000.00	250,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	1,012,055.00	883,220.00	128,835.00	16.6%	883,220.00	842,135.20		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$1,305,035.00	\$1,165,157.00	\$139,878.00	13.5%	\$1,008,220.00	\$1,124,072.00		
Location Total: 115 - Berlin VFD		\$1,305,035.00	\$1,165,157.00	\$139,878.00	13.5%	\$1,008,220.00	\$1,124,072.00		
Location: 120 - Town of Snow Hill									
<i>OTHR CHGS - Other Charges</i>									
7080.060	Fire & Ambulance State Grant for Fire Companies	2,260.00	2,288.00	(28.00)	-1.2%	0.00	2,288.00		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$2,260.00	\$2,288.00	(\$28.00)	-1.2%	\$0.00	\$2,288.00		
Location Total: 120 - Town of Snow Hill		\$2,260.00	\$2,288.00	(\$28.00)	-1.2%	\$0.00	\$2,288.00		
Location: 125 - Snow Hill VFD									
<i>OTHR CHGS - Other Charges</i>									
7080.010	Fire & Ambulance County Grant to Fire Companies	260,905.00	250,000.00	10,905.00	4.4%	125,000.00	250,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	856,882.00	756,799.00	100,083.00	15.5%	756,798.80	741,798.80		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
<i>Account Classification Total: OTHR CHGS - Other Charges</i>		\$1,149,862.00	\$1,038,736.00	\$111,126.00	12.3%	\$881,798.80	\$1,023,735.60		

Worcester County FY24									
1105 EMS & Fire Department Budget Requested									
Account Number	Account Description	2024 Department Requested	2023 Amended Budget	\$ Variance	% Variance	Amount as of 12/31/22	2022 Actual Amount	Department Requested Comments	
Location: 130 - Town of Ocean City									
OTHR CHGS - Other Charges									
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	2,392,030.00	2,159,711.00	232,319.00	13.4%	2,159,710.60	1,983,004.60		
7080.060	Fire & Ambulance State Grant for Fire Companies	34,833.00	34,800.00	33.00	0.1%	0.00	34,800.00		
Account Classification Total: OTHR CHGS - Other Charges		\$2,426,863.00	\$2,194,511.00	\$232,352.00	13.2%	\$2,159,710.60	\$2,017,804.60		
Location Total: 130 - Town of Ocean City		\$2,426,863.00	\$2,194,511.00	\$232,352.00	13.2%	\$2,159,710.60	\$2,017,804.60		
Location: 135 - Ocean City VFD									
OTHR CHGS - Other Charges									
7080.010	Fire & Ambulance County Grant to Fire Companies	260,905.00	250,000.00	10,905.00	4.4%	125,000.00	250,000.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
Account Classification Total: OTHR CHGS - Other Charges		\$292,980.00	\$281,937.00	\$11,043.00	3.9%	\$125,000.00	\$281,936.80		
Location Total: 135 - Ocean City VFD		\$292,980.00	\$281,937.00	\$11,043.00	3.9%	\$125,000.00	\$281,936.80		
Location: 145 - Girdletree VFD									
OTHR CHGS - Other Charges									
7080.010	Fire & Ambulance County Grant to Fire Companies	264,905.00	254,000.00	10,905.00	4.3%	127,000.00	254,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	75,000.00	76,800.00	(1,800.00)	-2.3%	76,800.00	75,000.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
Account Classification Total: OTHR CHGS - Other Charges		\$371,980.00	\$362,737.00	\$9,243.00	2.5%	\$203,800.00	\$360,936.80		
Location Total: 145 - Girdletree VFD		\$371,980.00	\$362,737.00	\$9,243.00	2.5%	\$203,800.00	\$360,936.80		
Location: 155 - Stockton VFD									
OTHR CHGS - Other Charges									
7080.010	Fire & Ambulance County Grant to Fire Companies	264,905.00	254,000.00	10,905.00	4.3%	127,000.00	254,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	75,000.00	78,000.00	(3,000.00)	-3.8%	78,000.00	75,600.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
Account Classification Total: OTHR CHGS - Other Charges		\$371,980.00	\$363,937.00	\$8,043.00	2.2%	\$205,000.00	\$361,536.80		
Location Total: 155 - Stockton VFD		\$371,980.00	\$363,937.00	\$8,043.00	2.2%	\$205,000.00	\$361,536.80		
Location: 165 - Newark VFD									
OTHR CHGS - Other Charges									
7080.010	Fire & Ambulance County Grant to Fire Companies	264,905.00	254,000.00	10,905.00	4.3%	127,000.00	254,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	377,973.00	344,431.00	33,542.00	13.0%	344,430.60	322,290.20		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
Account Classification Total: OTHR CHGS - Other Charges		\$674,953.00	\$630,368.00	\$44,585.00	8.8%	\$471,430.60	\$608,227.00		
Location Total: 165 - Newark VFD		\$674,953.00	\$630,368.00	\$44,585.00	8.8%	\$471,430.60	\$608,227.00		
Location: 175 - Bishopville VFD									
OTHR CHGS - Other Charges									

Worcester County FY24									
1105 EMS & Fire Department Budget Requested									
Account Number	Account Description	2024 Department Requested	2023 Amended Budget	\$ Variance	% Variance	Amount as of 12/31/22	2022 Actual Amount	Department Requested Comments	
7080.010	Fire & Ambulance County Grant to Fire Companies	264,905.00	254,000.00	10,905.00	4.3%	127,000.00	254,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	461,477.00	418,341.00	43,136.00	13.0%	418,341.00	379,551.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
	Account Classification Total: OTHR CHGS - Other Charges	\$758,457.00	\$704,278.00	\$54,179.00	9.2%	\$545,341.00	\$665,487.80		
	Location Total: 175 - Bishopville VFD	\$758,457.00	\$704,278.00	\$54,179.00	9.2%	\$545,341.00	\$665,487.80		
	Location: 185 - Showell VFD								
	OTHR CHGS - Other Charges								
7080.010	Fire & Ambulance County Grant to Fire Companies	264,905.00	254,000.00	10,905.00	4.3%	127,000.00	254,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	458,762.00	418,173.00	40,589.00	12.4%	418,173.00	382,483.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
	Account Classification Total: OTHR CHGS - Other Charges	\$755,742.00	\$704,110.00	\$51,632.00	8.9%	\$545,173.00	\$668,419.80		
	Location Total: 185 - Showell VFD	\$755,742.00	\$704,110.00	\$51,632.00	8.9%	\$545,173.00	\$668,419.80		
	Location: 195 - Ocean Pines VFD								
	OTHR CHGS - Other Charges								
7080.010	Fire & Ambulance County Grant to Fire Companies	260,905.00	250,000.00	10,905.00	4.4%	125,000.00	250,000.00		
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	756,354.00	638,990.00	117,364.00	21.2%	638,990.00	623,990.00		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075.00	31,937.00	138.00	0.4%	0.00	31,936.80		
	Account Classification Total: OTHR CHGS - Other Charges	\$1,049,334.00	\$920,927.00	\$128,407.00	15.8%	\$763,990.00	\$905,926.80		
	Location Total: 195 - Ocean Pines VFD	\$1,049,334.00	\$920,927.00	\$128,407.00	15.8%	\$763,990.00	\$905,926.80		
	Location: 197 - County Fire Training Center								
	SUPP & MAT - Supplies & Materials								
6110.150	Supplies & Equipment Hazmat Supplies & Equipment	53,000.00	81,152.00	(28,152.00)	-34.7%	0.00	0.00	SCBA FY23 Replacement/Not Asked For In FY24	
	Account Classification Total: SUPP & MAT - Supplies & Materials	\$53,000.00	\$81,152.00	(28,152.00)	-34.7%	\$0.00	\$0.00		
	MAINT & SVCS - Maintenance & Services								
6550.010	Building Site Expenses Building/Property Improvement	1,000.00	500.00	500.00	100.0%	0.00	0.00		
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,000.00	1,000.00	0.00	0.0%	0.00	996.98		
6550.040	Building Site Expenses Cleaning Contract	2,200.00	2,200.00	0.00	0.0%	1,272.80	2,702.58		

1105 EMS & Fire Department Budget Requested

Worcester County FY24

Account Number	Account Description	2024 Department Requested	2023 Amended Budget	\$ Variance	% Variance	Amount as of 12/31/22	2022 Actual Amount	Department Requested Comments
6550.050	Building Site Expenses Custodial Supplies	200.00	150.00	50.00	33.3%	20.12	218.19	
6550.060	Building Site Expenses Electricity	7,000.00	7,000.00	0.00	0.0%	3,224.00	6,908.60	
6550.080	Building Site Expenses Fire Alarm Testing	472.00	472.00	0.00	0.0%	0.00	367.60	
6550.081	Building Site Expenses Fire Extinguishers	200.00	150.00	50.00	33.3%	0.00	167.50	
6550.085	Building Site Expenses Generator Fuel Oil	500.00	300.00	200.00	66.7%	404.30	250.75	
6550.090	Building Site Expenses General Maintenance Repairs	3,000.00	3,000.00	0.00	0.0%	1,103.16	5,226.81	
6550.100	Building Site Expenses Generator Services & Repairs	900.00	900.00	0.00	0.0%	225.00	464.17	
6550.120	Building Site Expenses Heating Propane	2,000.00	2,000.00	0.00	0.0%	20.83	1,224.35	
6550.180	Building Site Expenses Pest Control/Termite Insp	216.00	216.00	0.00	0.0%	170.40	144.00	
6550.220	Building Site Expenses Security Alarm Monitoring	1,200.00	800.00	400.00	50.0%	243.00	1,019.00	
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	300.00	300.00	0.00	0.0%	0.00	0.00	
6550.270	Building Site Expenses Telephone	500.00	180.00	320.00	177.8%	201.91	487.78	
6550.280	Building Site Expenses Tipping Fees	10.00	10.00	0.00	0.0%	10.00	23.25	
6550.300	Building Site Expenses Trash Removal	800.00	768.00	32.00	4.2%	335.00	774.20	
6550.320	Building Site Expenses Water Treatment	50.00	50.00	0.00	0.0%	0.00	0.00	
Account Classification Total: MAINT & SVCS - Maintenance & Services		\$21,548.00	\$19,996.00	\$1,552.00	7.8%	\$7,230.52	\$20,975.76	
OTHR CHGS - Other Charges								
7000.125	Travel, Training & Expense Transport Expenses	3,000.00	3,000.00	0.00	0.0%	0.00	182.36	
7080.030	Fire & Ambulance Firemens Training Center	10,000.00	10,000.00	0.00	0.0%	3,000.00	4,319.42	
Account Classification Total: OTHR CHGS - Other Charges		\$13,000.00	\$13,000.00	\$0.00	0.0%	\$3,000.00	\$4,501.78	
Location Total: 197 - County Fire Training Center		\$87,548.00	\$114,148.00	(\$26,600.00)	-23.3%	\$10,230.52	\$25,477.54	
Location: 198 - LOSAP								
OTHR CHGS - Other Charges								
7080.040	Fire & Ambulance LOSAP Appropriation	186,200.00	186,200.00	0.00	0.0%	0.00	235,800.00	
7080.080	Fire & Ambulance EMT Paramedic Tuition Reimb Pgm	8,000.00	8,000.00	0.00	0.0%	4,000.00	0.00	
Account Classification Total: OTHR CHGS - Other Charges		\$194,200.00	\$194,200.00	\$0.00	0.0%	\$4,000.00	\$235,800.00	
Location Total: 198 - LOSAP		\$194,200.00	\$194,200.00	\$0.00	0.0%	\$4,000.00	\$235,800.00	
Location: 200 - Administration								
OTHR CHGS - Other Charges								
7080.070	Fire & Ambulance Fire	54,000.00	54,000.00	0.00	0.0%	39,617.00	103,241.00	
Account Classification Total: OTHR CHGS - Other Charges		\$54,000.00	\$54,000.00	\$0.00	0.0%	\$39,617.00	\$103,241.00	
Location Total: 200 - Administration		\$54,000.00	\$54,000.00	\$0.00	0.0%	\$39,617.00	\$103,241.00	
Department Total: 1105 - Volunteer Fire Departments		\$10,590,413.00	\$9,733,244.00	\$857,169.00	10.4%	\$7,797,090.52	\$9,371,800.34	
EXPENSES Total		\$10,590,413.00	\$9,733,244.00	\$857,169.00	10.4%	\$7,797,090.52	\$9,371,800.34	
Fund EXPENSE Total: 100 - General Fund		\$10,590,413.00	\$9,733,244.00	\$857,169.00	10.4%	\$7,797,090.52	\$9,371,800.34	

1105 Volunteer Fire & Ambulance Budget Transaction Report Report by Budget Transactions Budget Year of 2024 Budget Level at Department Requested

G/L Account	Transaction	Number of Units	Cost per Unit	Total Amount
EXPENSES				
Fund 100 - General Fund				
Department 1105 - Volunteer Fire Departments				
Location 100 - Town of Pocomoke				
Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos.				
100.1105.100.7080.020	Additional \$10k per ambulance	3.0000	10,000.00	30,000.00
100.1105.100.7080.020	Additional Mileage Supplement .055 cents	1.0000	1,164.00	1,164.00
100.1105.100.7080.020	Additional Supplement to Runs	1.0000	48,860.00	48,860.00
100.1105.100.7080.020	Grant to Ambulance Co.	1.0000	640,895.00	640,895.00
100.1105.100.7080.020	Supplement to provide level funding	1.0000	67,884.00	67,884.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	5	\$788,803.00
Account 7080.060 - Fire & Ambulance State Grant for Fire Companies				
100.1105.100.7080.060	Increase in funding	1.0000	2,725.00	2,725.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1	\$2,725.00
	Location 100 - Town of Pocomoke Totals	Transactions	6	\$791,528.00
Location 105 - Pocomoke VFD				
Account 7080.010 - Fire & Ambulance County Grant to Fire Companies				
100.1105.105.7080.010	Additional Request from Fire Co.	1.0000	10,905.00	10,905.00
100.1105.105.7080.010	County Grant to Fire Company	1.0000	250,000.00	250,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	Transactions	2	\$260,905.00
Account 7080.060 - Fire & Ambulance State Grant for Fire Companies				
100.1105.105.7080.060	Estimated Grant	1.0000	32,075.00	32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1	\$32,075.00
	Location 105 - Pocomoke VFD Totals	Transactions	3	\$292,980.00
Location 110 - Town of Berlin				
Account 7080.060 - Fire & Ambulance State Grant for Fire Companies				
100.1105.110.7080.060	Estimated Grant	1.0000	10,711.00	10,711.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1	\$10,711.00
	Location 110 - Town of Berlin Totals	Transactions	1	\$10,711.00
Location 115 - Berlin VFD				
Account 7080.010 - Fire & Ambulance County Grant to Fire Companies				
100.1105.115.7080.010	Additional Request from Fire Co.	1.0000	10,905.00	10,905.00
100.1105.115.7080.010	County Grant to Fire Companies	1.0000	250,000.00	250,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	Transactions	2	\$260,905.00
Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos.				
100.1105.115.7080.020	Additional \$10K per ambulance	3.0000	10,000.00	30,000.00
100.1105.115.7080.020	Additional Mileage Supplement .055 cents	1.0000	240.00	240.00
100.1105.115.7080.020	Additional Supplemental Runs \$	1.0000	98,595.00	98,595.00
100.1105.115.7080.020	County Grant to Ambulance Co	1.0000	869,851.00	869,851.00
100.1105.115.7080.020	Supplement to provide level funding	1.0000	13,369.00	13,369.00

1105 Volunteer Fire & Ambulance Budget Transaction Report

Report by Budget Transactions

Budget Year of 2024

Budget Level at Department Requested

Account 100.1105.115.7080.060	Account 7080.060 - Fire & Ambulance County Grant to Ambulance Cos. Totals		5	\$1,012,055.00
Location 120 - Town of Snow Hill	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions		
Account 100.1105.120.7080.060	Estimated Grant	1,0000	32,075.00	32,075.00
Location 120 - Town of Snow Hill	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions	1	\$32,075.00
Account 100.1105.120.7080.060	Estimated Grant	Transactions	8	\$1,305,035.00
Location 125 - Snow Hill VFD	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions		
Account 100.1105.125.7080.010	Additional Request from Fire Co.	1,0000	2,260.00	2,260.00
Account 100.1105.125.7080.010	County Grant to Fire Company	Transactions	1	\$2,260.00
Account 100.1105.125.7080.020	Account 7080.060 - Fire & Ambulance County Grant to Fire Companies	Transactions		
Account 100.1105.125.7080.020	Additional \$10k per Ambulance	1,0000	10,905.00	10,905.00
Account 100.1105.125.7080.020	Additional Mileage Supplement .055 cents	1,0000	250,000.00	250,000.00
Account 100.1105.125.7080.020	Additional Supplement for Runs	Transactions	2	\$260,905.00
Account 100.1105.125.7080.020	County Grant to Ambulance Co.	3,0000	10,000.00	30,000.00
Account 100.1105.125.7080.020	Supplement to provide level funding	1,0000	748.00	748.00
Account 100.1105.125.7080.020	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	1,0000	69,335.00	69,335.00
Account 100.1105.125.7080.020	Account 7080.020 - Fire & Ambulance State Grant for Fire Companies	1,0000	731,985.00	731,985.00
Account 100.1105.125.7080.020	Estimated Grant	1,0000	24,814.00	24,814.00
Account 100.1105.125.7080.020	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions	5	\$856,882.00
Account 100.1105.130.7080.060	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	1,0000	32,075.00	32,075.00
Account 100.1105.130.7080.060	Estimated Grant	Transactions	1	\$32,075.00
Account 100.1105.130.7080.020	Account 7080.060 - Fire & Ambulance State Grant to Ambulance Cos.	Transactions	8	\$1,149,862.00
Account 100.1105.130.7080.020	Additional Allocation \$10K per Ambulance	10,0000	10,000.00	100,000.00
Account 100.1105.130.7080.020	Additional Mileage Supplement .055 cents	1,0000	804.00	804.00
Account 100.1105.130.7080.020	Additional Supplement for Runs	1,0000	142,485.00	142,485.00
Account 100.1105.130.7080.020	County Grant to Ambulance Co	1,0000	2,045,471.00	2,045,471.00
Account 100.1105.130.7080.020	Supplement to provide level funding	1,0000	103,270.00	103,270.00
Account 100.1105.130.7080.060	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	5	\$2,392,030.00
Account 100.1105.130.7080.060	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	1,0000	34,833.00	34,833.00
Account 100.1105.130.7080.060	Estimated Grant	Transactions	1	\$34,833.00
Account 100.1105.135.7080.010	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions	6	\$2,426,863.00
Account 100.1105.135.7080.010	Additional Request from Fire Co.	1,0000	10,905.00	10,905.00

1105 Volunteer Fire & Ambulance Budget Transaction Report Report by Budget Transactions Budget Year of 2024 Budget Level at Department Requested

100.1105.135.7080.010	County Grant to Fire Companies Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	1.0000	250,000.00	<u>250,000.00</u>
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	2		\$260,905.00
100.1105.135.7080.060	Estimated Grant	1.0000	32,075.00	<u>32,075.00</u>
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals Location 135 - Ocean City VFD Totals	3		<u>\$292,980.00</u>
Location 145 - Girdletree VFD				
100.1105.145.7080.010	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Additional Request from Fire Co.	1.0000	10,905.00	10,905.00
100.1105.145.7080.010	County Grant to Fire Company	1.0000	250,000.00	250,000.00
100.1105.145.7080.010	Rural Fire Co Allowance	1.0000	4,000.00	4,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	3		<u>\$264,905.00</u>
100.1105.145.7080.020	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Medical Assist Supplement	1.0000	75,000.00	75,000.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	1		<u>\$75,000.00</u>
100.1105.145.7080.060	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Estimated Grant	1.0000	32,075.00	32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals Location 145 - Girdletree VFD Totals	5		<u>\$371,980.00</u>
Location 155 - Stockton VFD				
100.1105.155.7080.010	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Additional Request from Fire Co.	1.0000	10,905.00	10,905.00
100.1105.155.7080.010	County Grant to Fire Company	1.0000	250,000.00	250,000.00
100.1105.155.7080.010	Fire Co Rural Allowance	1.0000	4,000.00	4,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	3		<u>\$264,905.00</u>
100.1105.155.7080.020	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Medical Assist Supplement	1.0000	75,000.00	75,000.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	1		<u>\$75,000.00</u>
100.1105.155.7080.060	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Estimated Grant	1.0000	32,075.00	32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals Location 155 - Stockton VFD Totals	5		<u>\$371,980.00</u>
Location 165 - Newark VFD				
100.1105.165.7080.010	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Additional Request from Fire Co.	1.0000	10,905.00	10,905.00
100.1105.165.7080.010	County Grant to Fire Company	1.0000	250,000.00	250,000.00
100.1105.165.7080.010	Rural Fire Co Allowance	1.0000	4,000.00	4,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	3		<u>\$264,905.00</u>
100.1105.165.7080.020	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Additional \$10K Request per Ambulance	2.0000	10,000.00	20,000.00
100.1105.165.7080.020	Additional Mileage Supplement .055 cents	1.0000	32.00	32.00

1105 Volunteer Fire & Ambulance Budget Transaction Report Report by Budget Transactions Budget Year of 2024 Budget Level at Department Requested

100.1105.165.7080.020	Additional Supplement for Runs	1.0000	13,510.00		13,510.00
100.1105.165.7080.020	County Grant to Ambulance Co	1.0000	336,285.00		336,285.00
100.1105.165.7080.020	Supplement to provide level funding	1.0000	8,146.00		8,146.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	5		<u>\$377,973.00</u>
100.1105.165.7080.060	Estimated Grant	1.0000	32,075.00		32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies	Transactions	1		<u>\$32,075.00</u>
	Location 165 - Newark VFD Totals	Transactions	9		<u>\$674,953.00</u>
Location 175 - Bishopville VFD					
100.1105.175.7080.010	Additional Request from Fire Co.	1.0000	10,905.00		10,905.00
100.1105.175.7080.010	County Grant to Fire Company	1.0000	250,000.00		250,000.00
100.1105.175.7080.010	Rural Fire Co Allowance	1.0000	4,000.00		4,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	Transactions	3		<u>\$264,905.00</u>
100.1105.175.7080.020	Additional \$10K request per Ambulance	2.0000	10,000.00		10,000.00
100.1105.175.7080.020	Additional Mileage Supplement .055 cents	1.0000	36.00		36.00
100.1105.175.7080.020	Additional Supplement for Runs	1.0000	23,100.00		23,100.00
100.1105.175.7080.020	County Grant to Ambulance Co	1.0000	381,270.00		381,270.00
100.1105.175.7080.020	Supplement to provide level funding	1.0000	37,071.00		37,071.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	5		<u>\$461,477.00</u>
100.1105.175.7080.060	Estimated Grant	1.0000	32,075.00		32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1		<u>\$32,075.00</u>
	Location 175 - Bishopville VFD Totals	Transactions	9		<u>\$758,457.00</u>
Location 185 - Showell VFD					
100.1105.185.7080.010	Additional Request from Fire Co.	1.0000	10,905.00		10,905.00
100.1105.185.7080.010	County Grant to Fire Company	1.0000	250,000.00		250,000.00
100.1105.185.7080.010	Rural Fire Co Allowance	1.0000	4,000.00		4,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	Transactions	3		<u>\$264,905.00</u>
100.1105.185.7080.020	Additional \$10k Request per Ambulance	2.0000	10,000.00		10,000.00
100.1105.185.7080.020	Additional Mileage Supplement .055 cents	1.0000	41.00		41.00
100.1105.185.7080.020	Additional Supplement for Runs	1.0000	20,548.00		20,548.00
100.1105.185.7080.020	County Grant to Ambulance Co	1.0000	384,180.00		384,180.00
100.1105.185.7080.020	Supplement to provide level funding	1.0000	33,993.00		33,993.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	5		<u>\$458,762.00</u>
100.1105.185.7080.060	Estimated Grant	1.0000	32,075.00		32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1		<u>\$32,075.00</u>

1105 Volunteer Fire & Ambulance Budget Transaction Report Report by Budget Transactions Budget Year of 2024 Budget Level at Department Requested

Location 195 - Ocean Pines VFD	Location 185 - Showell VFD Totals	Transactions		9 <u>\$755,742.00</u>
Account 7080.010 - Fire & Ambulance County Grant to Fire Companies				
100.1105.195.7080.010 Additional Request from Fire Co.		1.0000	10,905.00	10,905.00
100.1105.195.7080.010 County Grant to Fire Company		1.0000	250,000.00	250,000.00
	Account 7080.010 - Fire & Ambulance County Grant to Fire Companies Totals	Transactions	2	<u>\$260,905.00</u>
Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos.				
100.1105.195.7080.020 Additional \$10K Request per Ambulance		3.0000	10,000.00	30,000.00
100.1105.195.7080.020 Additional Mileage Supplement .055 cents		1.0000	254.00	254.00
100.1105.195.7080.020 Additional Supplement for Runs		1.0000	55,895.00	55,895.00
100.1105.195.7080.020 County Grants to Ambulance Co		1.0000	670,205.00	670,205.00
	Account 7080.020 - Fire & Ambulance County Grant to Ambulance Cos. Totals	Transactions	4	<u>\$756,354.00</u>
Account 7080.060 - Fire & Ambulance State Grant for Fire Companies				
100.1105.195.7080.060 Estimated Grant		1.0000	32,075.00	32,075.00
	Account 7080.060 - Fire & Ambulance State Grant for Fire Companies Totals	Transactions	1	<u>\$32,075.00</u>
	Location 195 - Ocean Pines VFD Totals	Transactions	7	<u>\$1,049,334.00</u>
Location 197 - County Fire Training Center				
Account 6110.150 - Supplies & Equipment Hazmat Supplies & Equipment				
100.1105.197.6110.150 Annual SCBA Compressor Testing/Maintenance		1.0000	1,400.00	1,400.00
100.1105.197.6110.150 Annual SCBA Testing/Maintenance		1.0000	1,000.00	1,000.00
100.1105.197.6110.150 Extrication Mannequin		1.0000	3,600.00	3,600.00
100.1105.197.6110.150 Hazmat Vehicle Annual DOT		5.0000	500.00	2,500.00
100.1105.197.6110.150 Hazmat Vehicle Maintenance		1.0000	5,000.00	5,000.00
100.1105.197.6110.150 Propane Flaring Kit		1.0000	4,500.00	4,500.00
100.1105.197.6110.150 SCBA Air Cart (New Purchase for Fire Training/Hazmat)		1.0000	35,000.00	35,000.00
	Account 6110.150 - Supplies & Equipment Hazmat Supplies & Equipment Totals	Transactions	7	<u>\$53,000.00</u>
Account 6550.010 - Building Site Expenses Building/Property Improvement				
100.1105.197.6550.010 General Repairs and Maintenance		1.0000	1,000.00	1,000.00
	Account 6550.010 - Building Site Expenses Building/Property Improvement Totals	Transactions	1	<u>\$1,000.00</u>
Account 6550.030 - Building Site Expenses Carpet/VCT Cleaning				
100.1105.197.6550.030 Annual Stripping and Waxing of VCT Flooring		1.0000	1,000.00	1,000.00
	Account 6550.030 - Building Site Expenses Carpet/VCT Cleaning Totals	Transactions	1	<u>\$1,000.00</u>
Account 6550.040 - Building Site Expenses Cleaning Contract				
100.1105.197.6550.040 Cleaning Contract		1.0000	2,200.00	2,200.00
	Account 6550.040 - Building Site Expenses Cleaning Contract Totals	Transactions	1	<u>\$2,200.00</u>
Account 6550.050 - Building Site Expenses Custodial Supplies				
100.1105.197.6550.050 Custodial Cleaning Supplies		1.0000	200.00	200.00
	Account 6550.050 - Building Site Expenses Custodial Supplies Totals	Transactions	1	<u>\$200.00</u>
Account 6550.060 - Building Site Expenses Electricity				
100.1105.197.6550.060 Electricity		1.0000	7,000.00	7,000.00
	Account 6550.060 - Building Site Expenses Electricity Totals	Transactions	1	<u>\$7,000.00</u>

1105 Volunteer Fire & Ambulance Budget Transaction Report Report by Budget Transactions Budget Year of 2024 Budget Level at Department Requested

Account	6550.080 - Building Site Expenses Fire Alarm Testing			
100.1105.197.6550.080	Fire Alarm System Annual Testing/Maintenance	1.0000	472.00	472.00
	Account 6550.080 - Building Site Expenses Fire Alarm Testing Totals	1		\$472.00
Account	6550.081 - Building Site Expenses Fire Extinguishers			
100.1105.197.6550.081	Annual Maintenance and Testing of Fire Extinguishers	1.0000	200.00	200.00
	Account 6550.081 - Building Site Expenses Fire Extinguishers Totals	1		\$200.00
Account	6550.085 - Building Site Expenses Generator Fuel Oil			
100.1105.197.6550.085	Servicing of Building Generator	1.0000	500.00	500.00
	Account 6550.085 - Building Site Expenses Generator Fuel Oil Totals	1		\$500.00
Account	6550.090 - Building Site Expenses General Maintenance Repairs			
100.1105.197.6550.090	General Maintenance and Repairs	1.0000	3,000.00	3,000.00
	Account 6550.090 - Building Site Expenses General Maintenance Repairs Totals	1		\$3,000.00
Account	6550.100 - Building Site Expenses Generator Services & Repairs			
100.1105.197.6550.100	Building Generator Service and Repairs	1.0000	900.00	900.00
	Account 6550.100 - Building Site Expenses Generator Services & Repairs Totals	1		\$900.00
Account	6550.120 - Building Site Expenses Heating Propane			
100.1105.197.6550.120	Building Heating Propane	1.0000	2,000.00	2,000.00
	Account 6550.120 - Building Site Expenses Heating Propane Totals	1		\$2,000.00
Account	6550.180 - Building Site Expenses Pest Control/Termite Insp			
100.1105.197.6550.180	Pest Control and Termite Inspection	1.0000	216.00	216.00
	Account 6550.180 - Building Site Expenses Pest Control/Termite Insp Totals	1		\$216.00
Account	6550.220 - Building Site Expenses Security Alarm Monitoring			
100.1105.197.6550.220	Monitoring of Security/Fire Alarm Systems	1.0000	1,200.00	1,200.00
	Account 6550.220 - Building Site Expenses Security Alarm Monitoring Totals	1		\$1,200.00
Account	6550.240 - Building Site Expenses Sewer Pump/Septic Tank Maint			
100.1105.197.6550.240	Annual Pumping/Maintenance of Septic Tank	1.0000	300.00	300.00
	Account 6550.240 - Building Site Expenses Sewer Pump/Septic Tank Maint Totals	1		\$300.00
Account	6550.270 - Building Site Expenses Telephone			
100.1105.197.6550.270	Telephone Monthly Bills	1.0000	500.00	500.00
	Account 6550.270 - Building Site Expenses Telephone Totals	1		\$500.00
Account	6550.280 - Building Site Expenses Tipping Fees			
100.1105.197.6550.280	Tipping Fees	1.0000	10.00	10.00
	Account 6550.280 - Building Site Expenses Tipping Fees Totals	1		\$10.00
Account	6550.300 - Building Site Expenses Trash Removal			
100.1105.197.6550.300	Trash Removal	1.0000	800.00	800.00
	Account 6550.300 - Building Site Expenses Trash Removal Totals	1		\$800.00
Account	6550.320 - Building Site Expenses Water Treatment			
100.1105.197.6550.320	Water Treatment Chemicals	1.0000	50.00	50.00
	Account 6550.320 - Building Site Expenses Water Treatment Totals	1		\$50.00
Account	7000.125 - Travel, Training & Expense Transport Expenses			
100.1105.197.7000.125	Transportation for County Firefighter I Training	1.0000	3,000.00	3,000.00

1105 Volunteer Fire & Ambulance Budget Transaction Report
 Report by Budget Transactions
 Budget Year of 2024
 Budget Level at Department Requested

Account 100.1105.197.7080.030 Account 7080.030 - Fire & Ambulance Firemens Training Center Annual Fire/EMS Training Account 7080.030 - Fire & Ambulance Firemens Training Center Totals Location 197 - County Fire Training Center Totals Department 1105 - Volunteer Fire Departments Totals Fund 100 - General Fund Totals EXPENSES Totals Grand Totals	Transactions 1,0000 Transactions Transactions Transactions Transactions Transactions Transactions	1 10,000.00 1 27 107 107 107 107	\$3,000.00 10,000.00 \$10,000.00 \$87,548.00 \$10,342,213.00 \$10,342,213.00 \$10,342,213.00 \$10,342,213.00
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Worcester County Firemen’s Association
8338 Newark Rd
Newark, MD 21841



March 13, 2023

County Commissioners of Worcester County
1 West Market Street Room 1103
Snow Hill, MD 21863

via email to Weston Young—Chief Administrative Officer

Dear Commissioners:

On behalf of the Worcester County Fire Companies, we would like to thank you for your continued support of fire and rescue services. Please find our request below for the Fiscal Year 2023-2024 budget year.

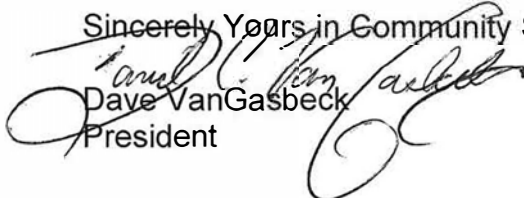
Thank you for your continued supplemental funding above the county code required property tax calculation that increases our annual funding to \$250,000. This calculation has been in effect since 1977 and some consideration should be made to revise this in the near future. Last year the required supplement was \$21,582. This year, due to assessment increases the supplement needed to maintain the funding at \$250,000 would be \$10,677.

We would respectfully ask your consideration to maintain the same supplemental appropriation as last year of \$21,582 so that each company would receive \$260,905. The fire companies have been funded at \$250,000 since Fiscal Year 2014. This additional funding would assist in the additional inflationary costs such as fuel, utilities, maintenance and repair, and capital apparatus and equipment purchases.

Please retain all of the other fire company funded items such as out of town per run for municipal companies, non-municipal companies supplement fund, and training funds as per last year’s allocation or formula.

Thank you for your commitment in working all of our companies and your continued meetings with the Worcester County Fire/EMS Strategic Planning Committee and your consideration to our request on behalf of the Worcester County Fire Companies. We look forward to meeting with you for a budget work session discussion in April.

Sincerely Yours in Community Service,


Dave VanGasbeck
President



Worcester County Firemen's Association
8338 Newark Rd
Newark, MD 21841



March 13, 2023

County Commissioners of Worcester County
 1 West Market Street Room 1103
 Snow Hill, MD 21863

via email to Weston Young—Chief Administrative Officer

Dear Commissioners:

Some of our fire companies have firefighting foam that has PFAS chemicals. These are known cancer causing agents and also harmful to the environment. Federal and State laws are in place that require us to cease using this type of firefighting foam.

The below is an excerpt of Section 6-1603 in which the State of Maryland via the Department of the Environment provides a means for proper disposal of our current inventory.

- (1) On request of a fire department in the State, the Department (of Environment) shall take back from the fire department Class B fire-fighting foam that contains intentionally added PFAS chemicals.
- (2) The Department (of Environment) shall dispose of fire-fighting foam received under this subsection in a manner consistent with this subtitle.
- (3) For fiscal year 2024, the Governor shall include in the annual budget bill an appropriation of \$500,000 to the Department (of Environment) for the purpose of taking back and disposing of fire-fighting foam under this section.

They have not provided funding for fire companies to replace their current foam inventory. We are requesting the county purchase **560 gallons** (112 five-gallon pails) of this foam to provide to the fire companies. We would suggest the county procurement officer make a countywide purchase delivered to a determined county facility and each fire company would pick up their allotted foam. We can assist him in providing specifications and vendors for the bidding process.

Thank you for your consideration of this request in the Fiscal Year 2024 budget process.

Sincerely Yours in Community Service,


 Dave Van Gasbeck
 President



MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

ITEM 21 1105

Quote # QT1682429
 Date 03/23/2023
 Expires 05/15/2023
 Sales Rep Ward, Scott
 PO # TBD
 Shipping Method FedEx Ground
 Customer WORCESTER COUNTY EMERGENCY SERVICES (MD)
 Customer # C201676

Bill To

WORCESTER CO. DEPT OF
 EMERGENCY SERVICEES
 1 WEST MARKET ST, ROOM 1002
 Snow Hill MD 21863

Ship To

WORCESTER CO. DEPT OF
 EMERGENCY SERVICEES
 1 WEST MARKET ST, ROOM 1002
 Snow Hill MD 21863

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
2190-3340-0			Universal Green 3x3% (F3) 5 Gallon Pail Source Well RFP Contract #040220 rev 1 3/3/21Firefighting Equipment and Rescue Tools with Related Supplies and Accessories 4% Discount From MSRP MSRP = 284.10	112	\$255.69	\$28,637.28

QUOTE EXPIRES ON MAY 15, 2023

SUPPLIER PAYS FREIGHT*

Subtotal \$28,637.28
Shipping Cost \$0.00
Tax Total \$0.00
Total \$28,637.28

Source Well RFP Contract #040220 rev 1 3/3/21Firefighting Equipment and Rescue Tools with
 Related Supplies and Accessories

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1682429

21 - 15 1105-15



**Worcester County Firemen's Association
8338 Newark Rd
Newark, MD 21841**



**ITEM 21
1105**

March 13, 2023

County Commissioners of Worcester County
1 West Market Street Room 1103
Snow Hill, MD 21863

via email to Weston Young—Chief Administrative Officer

Dear Commissioners:

On behalf of the Worcester County Fire and EMS Companies and EMS municipal services, we would like to thank you for your continued support of emergency medical services. Please find our request below for the Fiscal Year 2023-2024 budget year.

Thank you for your continued EMS funding that has provided the additional needed career staffing within our organizations. This has allowed additional EMS crews and medical assist staff to be available to serve the county.

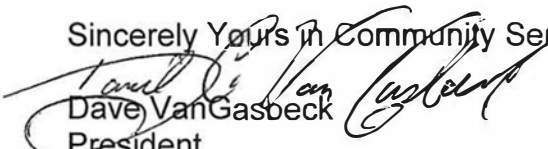
We respectfully ask your consideration to add \$10,000 per ambulance to the EMS formula worksheet. Ambulance costs have increased exponentially as an ambulance purchased in 2019 for approximately \$295,000 that would be ordered today would cost \$403,000. This will assist us in funding the drastically increased capital ambulance replacement costs. Please also consider raising the mileage rate to either the IRS 2022 adjusted rate of 62.5 cents or the 65.5 cents IRS 2023 rate. This additional funding will assist us with the increased costs of fuel and ambulance maintenance and repairs.

We would ask your consideration to review the base EMS per run rate which will also adjust the out of town run rate as it has been the same since Fiscal Year 2016. In Fiscal Year 2006, this rate was initially determined by the Medicare BLS ambulance rate for our area. For informational purposes, this rate for 2023 is \$265.54. We certainly do not expect this large of an increase and are not requesting such. We are requesting some consideration for this to be base rate to be reviewed and increased as possible.

If you could maintain all other categories at the current funding levels to also include the medical assist funding, it would be greatly appreciated.

Thank you for your commitment in working all of our companies and your continued meetings with the Worcester County Fire/EMS Strategic Planning Committee and your consideration to our request on behalf of the Worcester County and municipal EMS organizations. We look forward to meeting with you for a budget work session discussion in April.

Sincerely Yours in Community Service,


Dave Van Gasbeck
President

**21 - 16
1105-16**

The Estimated Taxable Assessable Base at the County Level
For the tax year beginning July 1, 2023
Base Estimate Date: March 2023
(figures expressed in thousands)

Jurisdiction	Real Property Full Year		Real Property New Construction		Railroad Operating Real Property		Total Assessable Base Subject to the Real Property County Tax Rate		Loss Due to Homestead Tax Credit		County Homestead Tax Credit Percentage		Net Assessable Base Subject to the Real Property County Tax Rate		Railroad Operating Real Property		Utility Operating Personal Property		Business Personal Property		Total Assessable Base Subject to the Personal Property / Utility County Tax Rates		Total Taxable County Assessable Base	
	Year	17,923,526	15,000	305	305	17,938,831	348,981	3%	17,589,850	143	7,941	206,577	2,55,950	470,611	18,409,442									
Worcester																								

18,409,442

470,611

17,938,831

Full year column includes new construction added for the full year (July 1). New construction is property added for partial year levy (Oct. 1, Jan. 1, and Apr. 1).

These figures do not include adjustments necessary to calculate State grants to local governments or any tax credits. The above Business Personal Property figures for July 2023 must be adjusted before being used for state and purposes by substituting the following figures in (\$000) :

State Department of Assessments and Taxation

Fire Grant Calculations for Fire Depts:

assessable base divided by \$100	18,409,442,000	184,094,420
rate= .013		2,393,227
		\$ 239,323
based on Code- each co.		FY24
Budget - each VFC		FY23
		VARIANCE \$ (10,677)
FY24 Budget		\$ 2,500,000
FY24 County Request		2,500,000
FY23 County Budget		2,500,000
		Variance -

Account coding for General Ledger :	FY2024 Budget	FY2024 Code Based	FY24 Supplement Required	Additional Request from Fire	FY24 Budget Request from Fire Companies
County Grant to Fire Companies					
Poc VFC	100.1105.105 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Berlin VFD	100.1105.115 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Snow Hill VFD	100.1105.125 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Ocean City VFD	100.1105.135 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Girdletree VFD	100.1105.145 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Stockton VFD	100.1105.155 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Newark VFD	100.1105.165 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Bishopville VFD	100.1105.175 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Showell VFD	100.1105.185 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
Ocean Pines VFD	100.1105.195 7080.010 \$ 250,000.00	\$ 239,322.75	10,677	10,905	\$ 260,905.00
TOTAL FY24	\$ 2,500,000.00	2,393,227	106,773	109,050	\$ 2,609,050.00

\$ PS 1-101 Appropriation and distribution of money to volunteer fire companies. [Amended 1-12-1993 by Bill No. 92-16]

(a). Appropriation. The County Commissioners shall appropriate, on an annual basis, in the County expense budget, an amount of money equal to one and three tenths cents on each one hundred dollars of assessable property in the County for the assistance, maintenance and support of the various volunteer fire companies chartered by the County Commissioners pursuant to this Subtitle. [Amended 5/15-2001 by Bill No. 01-5]

(b). Distribution. The funds so appropriated by the County Commissioners shall be distributed and expended by the County Commissioners among the chartered volunteer fire companies of the County in as nearly as may be computed an equal sum for each. The appropriation shall be paid to each fire company no less frequently than in two equal installments on or before August 1 and February 1 of each fiscal year.

(c). Expenditures restricted. All funds so distributed by the County Commissioners to the chartered volunteer fire companies of the County shall be used strictly for fire fighting and protection within the County and surrounding jurisdictions by the fire company to which the funds are distributed. The funds shall be expended and used for the equipment, training and maintenance of such fire companies and all necessary expenses relating thereto.

**FIRE COMPANIES NOT IN TOWN LIMITS
FY2024 Requested**

	FY2024 Supplemental Allowance	FY2023 Budget	FY24/23 Variance
Girdletree	\$4,000.00	\$4,000.00	\$0.00
Stockton	\$4,000.00	\$4,000.00	\$0.00
Newark	\$4,000.00	\$4,000.00	\$0.00
Bishopville	\$4,000.00	\$4,000.00	\$0.00
Showell	\$4,000.00	\$4,000.00	\$0.00
TOTALS	\$20,000.00	\$20,000.00	\$0.00

FY24 Budget Request \$20,000.00

Supplemental Amount is paid to each fire company that is not in Town limits

Budget In Volunteer Fire & Ambulance:

Girdletree	100.1105.145.7080.010
Stockton	100.1105.155.7080.010
Newark	100.1105.165.7080.010
Bishopville	100.1105.175.7080.010
Showell	100.1105.185.7080.010

Rate History: Annual Allowance
 FY2019 \$4,000 new

EMS FUNDING - FY2024 (FY2024 is based on 2022 runs)

	2022		2022		2022		2022		Additional Supplement Runs (\$225 & \$900)	2022 TRANSPORT DESTINATIONS			Additional Mileage Supplement	# of Ambulances	Ambulance Allocation	Additional Ambulance Allocation	2022 # Per	Base Personnel	Additional Personnel Supplement	Supplemental Funding	Supplement to provide level funding prior to FY24 EMS requests	FY 2024		FY24/FY23	
	Non Credit Out-Town	Credit Runs In Town	Credit Runs Out-Town	Additional Supplement Runs (\$225 & \$900)	AGH	PRMC	MCC/BMC	Mileage Supplement		Mileage Supplement	MCC/BMC	PRMC										MCC/BMC	Requested Funding	APPROVED BUDGET	FUNDING VARIANCE
Grant Amount	\$190.00	\$190.00	\$760.00																						
Pocomoke	146	\$27,740	358	\$68,020	\$760.00			\$12,530	46	534	1	\$12,695.40	\$0.055	3	\$45,000	\$30,000	\$10,000	\$60,000	\$115,000	\$67,884	\$788,803.15	\$708,779.00	\$80,024.15	Pocomoke	
out town								\$36,330	\$828.00	\$11,854.80	\$12.60	\$12,695.40	\$1,163.75	3	\$45,000	\$30,000	\$10,000	\$60,000	\$115,000	\$67,884	\$788,803.15	\$708,779.00	\$80,024.15	Pocomoke	
Snow Hill	185	\$35,150	428	\$81,320	\$259,920			\$14,980	173	697	\$0.00	\$8,155.20	\$747.56	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$24,814	\$856,881.76	\$756,798.80	\$100,082.96	Snow Hill	
out town								\$54,355	\$1,349.40	\$6,805.80	\$0.00	\$8,155.20	\$747.56	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$24,814	\$856,881.76	\$756,798.80	\$100,082.96	Snow Hill	
Newark	50	\$9,500	84	\$63,840	\$63,840			\$13,510	59	25	\$0.00	\$345.00	\$31.63	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$8,146	\$377,972.63	\$344,430.60	\$33,542.03	Newark	
out town								\$13,510	\$59.00	\$25.00	\$0.00	\$345.00	\$31.63	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$8,146	\$377,972.63	\$344,430.60	\$33,542.03	Newark	
Berlin	346	\$65,740	827	\$157,130	\$95,760			\$28,945	1,030	208	\$0.00	\$2,620.80	\$240.24	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$13,369	\$1,012,055.04	\$883,220.00	\$128,835.04	Berlin	
out town								\$69,650	\$0.00	\$2,620.80	\$0.00	\$2,620.80	\$240.24	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$13,369	\$1,012,055.04	\$883,220.00	\$128,835.04	Berlin	
Ocean City	346	\$65,740	2481	\$471,390	\$236,360			\$86,835	2,373	395	\$0.00	\$8,769.00	\$803.83	10	\$150,000	\$100,000	\$100,000	\$414,212	\$115,000	\$103,270	\$2,392,029.83	\$2,159,710.60	\$232,319.23	Ocean City	
out town								\$55,650	\$0.00	\$8,769.00	\$0.00	\$8,769.00	\$803.83	10	\$150,000	\$100,000	\$100,000	\$414,212	\$115,000	\$103,270	\$2,392,029.83	\$2,159,710.60	\$232,319.23	Ocean City	
Showell	83	\$15,770	126	\$95,760	\$97,280			\$2,908	96	30	\$0.00	\$450.00	\$41.25	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$33,983	\$458,762.25	\$418,173.00	\$40,589.25	Showell	
out town								\$2,908	\$96.00	\$30.00	\$0.00	\$450.00	\$41.25	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$33,983	\$458,762.25	\$418,173.00	\$40,589.25	Showell	
Bishopville	88	\$16,720	143	\$108,680	\$97,280			\$3,080	117	26	\$0.00	\$390.00	\$35.75	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$20,351	\$461,476.75	\$418,341.00	\$43,135.75	Bishopville	
out town								\$3,080	\$117.00	\$26.00	\$0.00	\$390.00	\$35.75	2	\$30,000	\$20,000	\$20,000	\$60,000	\$115,000	\$20,351	\$461,476.75	\$418,341.00	\$43,135.75	Bishopville	
Ocean Pines	65	\$12,350	1020	\$193,800	\$108,680			\$20,020	963	185	\$0.00	\$2,775.00	\$254.38	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$0	\$756,354.38	\$638,990.00	\$117,364.38	Ocean Pines	
out town								\$20,020	\$963.00	\$185.00	\$0.00	\$2,775.00	\$254.38	3	\$45,000	\$30,000	\$30,000	\$60,000	\$115,000	\$0	\$756,354.38	\$638,990.00	\$117,364.38	Ocean Pines	
Totals	1309	\$248,710	5,114	\$971,660	\$1,343,680			\$472,328	4,761.00	1,970.00	\$12.60	\$36,200.40	\$3,318.37	28	\$420,000	\$280,000	\$280,000	\$834,212	\$920,000	\$271,827	\$7,104,335.77	\$6,328,443.00	\$775,892.77	EMS SubTotal	
																						150,000.00	154,800.00	-4,800.00	Medic Assist
																						7,254,335.77	6,483,243.00	771,092.77	11.9%

ROUND TRIP MILEAGE - Paid over 25 miles round trip

	AGH	PRMC	MCC/BMC
Pocomoke	55	62	46
Snow Hill	38	44	46
Newark	20	48	
Berlin	2	46	
Ocean City	24	62	60
Bishopville	18	50	
Ocean Pines	10	50	
Showell	8	50	

DEFINITIONS

Credit Run is an emergency transport to a hospital from a Worcester County location

EMS Units to be MIEMSS Certified ALS/BLS transport units

Full time equivalent personnel are those who cover a minimum of 40 hours per week time block year round

MEMORANDUM OF UNDERSTANDING ITEMS

To qualify for the additional personnel supplement must provide a minimum of 8 hours each day ALS paid coverage
 Quarterly Reporting of Personnel Hours worked required to be submitted to County
 Annual EMS financial report detailing income and expenses and include any financial audit records
 EMS grant funding to be segregated from fire company funds and dedicated to EMS operations
 Participation with county emergency exercises, preparation, information and resource requests
 Must participate in Quality Assurance program monitored by EMS Captain committee
 Failure to sign and comply with MOU will result in funding to be withheld until compliance is met

Rates As of FY2024:

In-Town Rate FY16 Revisions COLA = .16% COLA for in town rate at \$190
 FY09-FY15=\$187 FY08=\$183 FY07=\$177 FY06=\$170
Out-Town Credit Run FY16 Revision Rate 4.0 times in Town
Out-Town Non Credit Run FY16 Revision same rate as In-Town Rate
 FY07 Out Town Non-Credit \$187.00
Mileage Supplement over 25 miles FY15=\$6.60
 FY10-FY14 = \$5.05 FY09=\$5.05 FY08=\$4.45 FY07 -FY06 rate = \$4.05 FY05 Rate=\$3.34
Ambulance Allocation FY23 = \$15,000; FY06-FY22 = \$10,000
Base Personnel FY20 = \$8,000
 FY18=FTE @ \$5,000 FY19-FY06= \$5,000
Additional Personnel Supplement FY21 = \$60,000
 FY20= \$50,000 FY16 \$40,000 FY15-FY06 = \$30,000
 Added \$365,182 to Ocean City personnel supplement
FY23 Budget Added \$48,874 EMS Supplemental Funding to provide level funding
 Increased Ambulance Allocation from \$10,000 to \$15,000 on 6/21/22 Resolution 22-10
FY24 Budget **Added \$354,212 to Ocean City personnel supplement**
Added funding increase of \$225 to "Non Credit Out-Town" & "Credit Runs In Town"
Added funding increase of \$900 to "Credit Runs Out-Town"
Added an additional \$0.055 to the Mileage supplement to bring total mileage supplement to \$6.55
Added requested additional \$10,000 per ambulance

MEDICAL ASSIST COMPANIES
FY2024

	CY 2022 Medical Assistants	per call	Base Amount	# FTE	Paid FTE @ \$8k	Supplement	FY2024 Requested	FY2023 Approved	FY24/23 Variance
		\$100.00			\$8,000.00				
Stockton	50	\$5,000	\$9,000	2	\$8,000	\$53,000	\$75,000	\$78,000	-\$3,000
Girdletree	50	\$5,000	\$9,000	2	\$8,000	\$53,000	\$75,000	\$76,800	-\$1,800
TOTALS		\$10,000	\$18,000		\$16,000	\$106,000	\$150,000	\$154,800	-\$4,800

-3.10%

FY2024 Budget	10,000	18,000	16,000	106,000	150,000
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Medical Assist Company is alerted each time a call for EMS service is in their response area

Full time equivalent personnel are those who cover a minimum of 40 hours per week time block year round
Per Call amount is paid for each **response** to a medical assist call

Base Amount is paid to each fire company that is alerted for every EMS call within their fire response area

Budget in Volunteer Fire & Ambulance:

Stockton	100.1105.155.7080.020
Girdletree	100.1105.145.7080.020

Rate History:	Base Amount	Per Call	Paid FTE
FY2023			
FY2022	\$9,000	\$100	\$8,000
FY2021	\$9,000	\$100	\$8,000
FY2020	\$7,500	\$100	\$8,000
FY2019	\$7,500	\$100	\$5,000
FY2018	\$7,500	\$100	
FY2015-FY07	\$7,500	\$80	
FY2006-FY04	\$3,000	0	

1105.7080.060 State Grant to Fire Companies

Each year, the county and towns must report to the State, the cost for fire protection, rescue & ambulance services. The State funds are distributed to the towns and fire companies according to Article 38A, Sections 45A through 45D, of the Annotated Code of Maryland, known as "Senator William H. Amoss Fire, Rescue & Ambulance Fund." If the town share of funds provided equals 10% of the total spent in the County, they would receive 5% of the State grant in the next year. The State funds not distributed to the towns are split evenly among the 10 fire companies.

		FY2024 Budget	FY2023 Budget	\$ Inc/(Dec)	FY2022 Actual
100.1105.100.7080.060	Pocomoke City/Town	\$ 2,725	\$ 520	\$ 2,205	\$ 520
100.1105.110.7080.060	Berlin/Town	\$ 10,711	\$ 10,674	37	\$ 10,674
100.1105.120.7080.060	Snow Hill/ Town	\$ 2,260	\$ 2,288	-28	\$ 2,288
100.1105.130.7080.060	Ocean City/Town	\$ 34,833	\$ 34,800	33	\$ 34,800
100.1105.115.7080.060	Berlin	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.175.7080.060	Bishopville	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.145.7080.060	Girdletree	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.165.7080.060	Newark	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.135.7080.060	Ocean City	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.195.7080.060	Ocean Pines	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.105.7080.060	Pocomoke	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.185.7080.060	Showell	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.125.7080.060	Snow Hill	\$ 32,075	\$ 31,937	138	\$ 31,937
100.1105.155.7080.060	Stockton	\$ 32,075	\$ 31,937	138	\$ 31,937
		<u>\$ 371,282</u>	<u>\$ 367,652</u>	<u>\$ 3,630</u>	<u>\$ 367,652</u>

Note: FY24 budget \$371,282 uses FY23 actual allocation & State budget aid report
FY22 actual = \$367,652

FY 2024 Grant to Towns - for Fire Company for Out of Town Responses

Amount to be paid to TOWN

\$1,000.00 per call

	CY2022	FY2024 Budget	FY2023 Budget	FY24/FY23 Variance
Pocomoke	75	75,000	78,000	-\$3,000
Snow Hill	97	97,000	80,000	\$17,000
Berlin	223	223,000	218,000	\$5,000
Ocean City	195	195,000	201,000	-\$6,000
Ocean Pines	61	61,000	66,000	-\$5,000
Total	651	651,000	643,000	\$8,000

1.24% Increase

emergency call
for fire

Budget In Grants to Towns:

Pocomoke	100.1902.100.7100.153
Snow Hill	100.1902.120.7100.153
Berlin	100.1902.110.7100.153
Ocean City	100.1902.130.7100.153
Ocean Pines	100.1902.190.7100.153

On June 1, 2004, a new program was budgeted for appropriation in FY2005. This new program entitled, Restricted Fire Grant to the Towns, was budgeted as a pass thru of funds for Fire Service for all municipalities. and OceanPines Association (OPA). Funding will be based on qualified **Out of Town Fire Service Runs**, which means the fire apparatus leaves the corporate municipal or homeowner association limits that the apparatus is situated in.

This new County funding will be provided to your municipality for further distribution to the Vol. Fire Company based on qualified runs.

Qualified runs are defined as:

Fire Company must be alerted by Central for an emergency alarm.

Fire Company must respond with a minimum of one certified piece of fire apparatus and arrive on the scene.

Public service calls are not eligible.

How to Qualify:

Municipality must agree not to reduce their current/future funding level formulas.

Fire Company must show participation in county drills.

Fire Company must maintain current equipment and departmental roster lists with Central.

Fire Company must participate, and successfully complete annual inspection.

Money must go toward fire equipment and/or equipment operating expenses.

Rate History:

FY2022-FY2007 = \$1,000

FY2006-FY2005=\$250

DEPARTMENT BUDGET SUMMARY

Department or Agency:	EMS and Fire Departments	Department Number:	1105
Fund: 100	General Fund	Function:	Public Safety

MISSION STATEMENT:

The Ambulance and Fire Departments function of Public Safety in the County is the grouping of Chartered Companies that provide 24/7 emergency medical and fire protection throughout Worcester County. Annual funding for ambulance and fire companies are based on formulas and updated annually. In the County there is 10 fire companies, 8 ambulance companies and 2 medic assist companies.

PROGRAM SERVICES: (STATISTICS)

- The annual pass thru of funds from the State for the Senator William H. Amoss Fire, Rescue, and Ambulance Fund is passed through the County to the Fire Companies and Towns.
- The County grant to the Ambulance companies is based on the prior calendar year credit runs provided by the County Emergency Services department. The town of Pocumoke and Ocean City has municipal paid ambulance services.
- The County grant to the Fire Companies is updated annually and is \$.013 per \$100 of property assessment. This annual budget is divided equally between the 10 fire departments. There is approximately 610 volunteer firemen.
- The County Fire Training Center building expenses are funded through this budget.
- The County contributes to the Length of Service Awards Program (LOSAP) for the Chartered Fire & Ambulance Companies personnel of Worcester County, due to the adopted Resolution 19-33 to \$10,000. The County also contributes annually to the Chesapeake Employers' Insurance Company for Volunteer firefighters & drivers.

Statistical Data:

Description of Statistical Data	Actual FY2021	Actual FY2022	Estimate FY2023	Estimate FY2024

Expenditures:

Expenditure Category	Actual FY2021	Actual FY2022	Adopted Budget FY2023	Budget Request FY2024	% Change
Personnel Services	\$ -				0.0%
Supplies & Materials	1,058	0	81,152	53,000	-34.7%
Maintenance & Services	15,468	20,976	19,996	21,548	7.8%
Other Charges	8,179,350	9,350,824	9,492,096	10,515,865	10.8%
Interfund Charges	0	0			0.0%
Capital Outlay	18,773	0			0.0%
Debt Service	0	0			0.0%
Total	\$ 8,214,649	\$ 9,371,800	\$ 9,593,244	\$ 10,590,413	10.4%

DEPARTMENT BUDGET SUMMARY					
Department or Agency:	EMS and Fire Departments	Department Number:	1105		
Fund: 100	General Fund	Function:	Public Safety		
Staffing (Full Time Equivalent):					
Position Title	Actual FY2021	Actual FY2022	Adopted Budget FY2023	Budget Request FY2024	% Change
No County Employees	0.0	0.0	0.0	0.0	0%
Total	0.0	0.0	0.0	0.0	0%
Summary of Significant Budget Increase/Decrease					
Description of Increase/Decrease				\$ Increase/Decrease	% Inc/(Dec)
Fire funding requested increase of \$10,677 per company, EMS requests \$10,000 per ambulance, adjustment of mileage rate from 62.5 cents to 65.5 cents (IRS rate). Increasing EMS per run rate. Request for foam purchase of 560 gallons.				\$ 997,169	10%
Contact Information					
Name:	Weston S. Young	Address 1:	One West Market Street		
Title:	Chief Administrative Officer	Address 2:	Government Center, Room 1103		
Email:	admin@co.worcester.md.us	City/State:	Snow Hill, Maryland		
Telephone:	410-632-1194	Zip Code:	21863		

REVENUE

Volunteer Fire Departments

<u>Dept #</u>	<u>NWS G/L Acct #</u>	<u>G/L ACCOUNT NAME</u>	<u>FY20 ACTUAL</u>	<u>FY21 BUDGET</u>	<u>FY22 BUDGET</u>	<u>FY23 BUDGET</u>	<u>FY23 Actual as of 10/31/2022</u>	<u>FY24 BUDGET</u>	<u>Variance</u>
1105	5650	State Grant for Vol. Fire Cos.	372,955	372,927	379,707	367,650	-	370,000	2,350
TOTAL			372,955	372,927	379,707	367,650	0	370,000	2,350



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: April 10, 2023
RE: Berlin Fire Company Apparatus Loan – IRS and Financial Letter Request

Berlin Fire Company is pursuing a loan to purchase two apparatus and wishes to utilize §1.147(f), Public Approval of Private Activity Bonds, which will provide lower interest rates.

A public hearing was held by the Berlin Fire Company on Friday, March 31st, 2023 at 6:00pm. There were no comments made at the hearing.

Attached are two draft letters being requested to be signed to assist them with this request.

Attachments:

Requested Letters – Pages 2-3

Public Hearing Details – Pages 4-10

To be typed on Worcester County letterhead

Date

Berlin Fire Company
214 North Main Street
Berlin, MD 2181

Worcester County has provided annual funding as per the County Charter based formula since 1977 to all county fire companies and in 2006 began to fund a per call grant for out of town calls to those fire companies that service a municipal area.

Berlin Fire Company has been in receipt of these funds annually and at this time there is no intention to decrease funding to the local fire companies.

We are aware Berlin Fire Company intends to obtain a loan to purchase two apparatus and intends to use the out of town run receipts to pay back this loan. This letter in no way binds Worcester County to be responsible for said loan. It is merely a statement of the current and past funding being provide by Worcester County to Berlin Fire Company.

Sincerely,

DRAFT

To be typed on Worcester County Letterhead

Section 147(f) Approval and Written Agreement

The undersigned Official of Worcester County (hereinafter referred to as "County") pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "code"), hereby approves the entering into by the Berlin Fire Company, Inc. of an Agreement in an aggregate principal amount not to exceed \$2,500,000.00 to finance equipment consisting of One (1) Custom Heavy Rescue Truck and One (1) Custom Engine/Pumper Truck which will be located at the fire house of the Berlin Fire Company, Inc.

This approval does not in any way constitute any financial involvement or obligation of the County.

Furthermore, this document acknowledges that for consideration, the receipt and sufficiency of which are hereby acknowledged, the Berlin Fire Company, Inc. has provided firefighting and other services for the County for many years and Berlin Fire Company, Inc. hereby agrees to meet the requirement to continue to provide firefighting and other services for the County..

Dated as of _____.

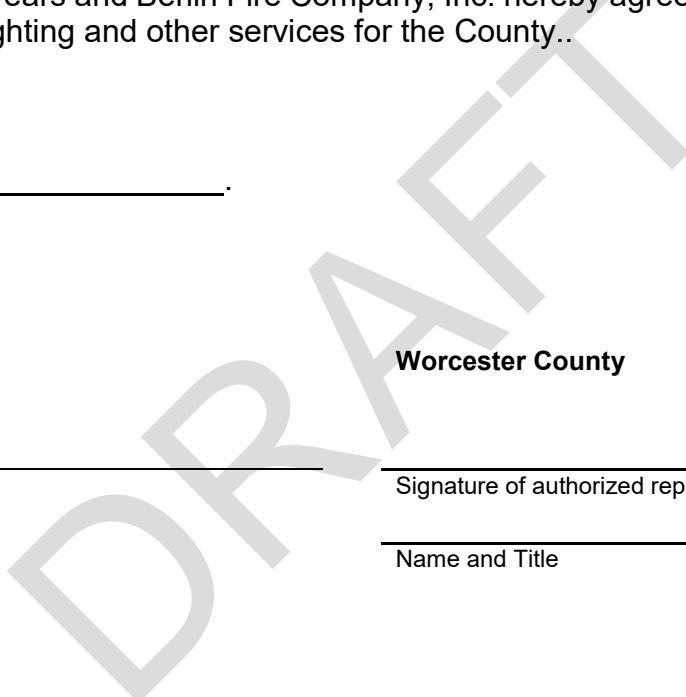
Berlin Fire Company, Inc.

Worcester County

David Fitzgerald, President

Signature of authorized representative

Name and Title





Berlin Fire Company, Inc.
Berlin Fire Company Emergency Medical Services, Inc
214 North Main Street
Berlin, Maryland 21811-1004
410-641-1977 • 410-641-2494 FAX
www.berlinfire.com



Public Hearing Minutes—March 31, 2023—6 pm EDT local time
Berlin Fire Company Administrative Building/Conference Center
220 North Main Street, Berlin, MD 21811

In accordance with IRS regulations, a public hearing was advertised in the local weekly publication in the legal ad section and a certification of this ad is attached along with a copy of said ad.

The meeting was called to order by Berlin Fire Company President David Fitzgerald at 6 pm Eastern Daylight-Saving Time, local time. A signup sheet was available and only one person was present. The signup sheet is attached.

President Fitzgerald read the IRS informational statement and advertisement. He opened the floor for public comment. There were no comments. He made a statement that all mail has been checked that has been delivered today and prior and no written comments have been received.

The public hearing was closed.

An audio file was made of the meeting and is on file at Berlin Fire Company.

Recorded and submitted by:

David A. Fitzgerald
President

Berlin Fire Company, Inc
IRS Required Public Hearing—Friday, March 31, 2023—6:00 pm local EDT
Apparatus Financing

1. Call to order
2. Reason for Public Hearing
3. Reading of Legal Advertisement and Certification of Publication
4. Public Comments
5. Thanks and Adjournment

IRS REQUIREMENTS FOR VOLUNTEER FIRE DEPARTMENTS

Volunteer Fire Departments qualify as issuers of tax-exempt obligations if they meet certain requirements set forth by the Internal Revenue Code. Proceeds from these obligations may only be used to purchase a **fire truck** or to build or renovate a **fire station**.

To become "qualified," the Volunteer Fire Department must:

- Have a written agreement to provide fire fighting services with the city/town/county; and,
- Be the only provider of fire fighting services in their area **Q!** have been providing firefighting services to the area continuously since 1981.

A qualified Volunteer Fire Department must satisfy the following requirements:

1. Publish a notice in a local publication and have a meeting no sooner than fourteen (14) days after the notice appears in the paper. The purpose of this meeting is to allow anyone in the community who may oppose the purchase to have an opportunity to be heard. The Volunteer Fire Department will need to provide either the actual newspaper or an affidavit from the publishing company. This affidavit must include a copy of the article and the date of publication. A sample Notice of Public Hearing is attached.
2. Provide a resolution signed by both an official of the governing body for whom the Volunteer Fire Department provides fire-fighting services and the Volunteer Fire Department. This resolution is attached in the form of the Section 147(f) Approval and Written Agreement. Please note, by signing the Section 147(f) Approval and Written Agreement, the governing body is **not** financially obligated to this transaction.
3. Provide a copy of the Volunteer Fire Department's agreement with the city/county/town to provide fire fighting services (if available).
4. Provide a copy of the Volunteer Fire Department's Charter **Q!** Articles of Incorporation and any applicable name change amendments.

Maryland Coast Dispatch, Inc.
P.O. Box 467
Berlin, MD. 21811

MARCH 17, 2023

CERTIFICATE OF PUBLICATION

This is to certify that the attached LEGAL NOTICE has been published in the Maryland Coast once in each of the following consecutive issue dates:

MARCH 17, 2023

SIGNED 

Pamela L. Green
For Maryland Coast Dispatch

REFERENCE: PUBLIC NOTICE/BERLIN FIRE DEPT PROPOSED FINANCING

THE DISPATCH
P.O. Box 467
Berlin, MD. 21811
Physical Address: 10012 Old Ocean City Blvd., Berlin, MD. 21811
Telephone: 410-641-4561
Fax: 410-641-0966

ITEM 22

**PUBLIC NOTICE
ON THE PROPOSED FINANCING BY:
Berlin Fire Company, Inc.**

NOTICE IS HEREBY GIVEN, Berlin Fire Company, Inc. located at 214 North Main Street, Berlin, Maryland (the Issuer), will allow for public comment on Friday, March 31, 2023, at 6:00 pm., at 220 North Main Street, Berlin, MD 21811, Berlin Fire Company Administrative Building, for the purpose of holding a public hearing pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, on a proposal the Issuer enter into an agreement to finance certain apparatus. The apparatus to be financed consists of One (1) Custom Heavy Rescue Truck and One (1) Custom Engine/Pumper Truck and will be maintained at the fire station located at 214 North Main Street, Berlin, Maryland 21811.

To finance the costs of such apparatus and to pay costs and expenses incidental to the financing, the Issuer proposes to enter into a loan agreement with a maximum aggregate principal amount not to exceed \$2,500,000.00. The Issuer will be required to pay all taxes on the equipment.

The payments due pursuant to the loan agreement will be secured by a security interest in the equipment.

All persons interested may attend and be heard at said time and place or may file written comments with the Berlin Fire Company, Inc, 214 North Main Street, Berlin, MD prior to the date of hearing set forth heretofore.

Name of Newspaper:
Maryland Coast Dispatch
Date of Publication
MARCH 17, 2023

AUTHORITY: BERLIN FIRE COMPANY, INC.

1X 3/17

IRS Required Public Hearing for Apparatus Financing
Friday, March 31--6 pm
Berin Fire Company Administrative Building
220 North Main Street, Berlin, MD 21811

PLEASE PRINT

Name	Street Address	City	State	Zip
David A. Ghrall	P/O BFC 214 N. Main St	Berlin	MD	21811
William V. Tilghman	BFC 214 N. Main St	Berlin	MD	21811



MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: April 10, 2023
SUBJECT: ARPA Allocation Request

There is currently \$203,259 in unallocated ARPA funds. I would like to request that the funding be designated to following audio visual improvement projects.

Circuit Court	Courtroom 2 & 3 AV Trial Presentation Equipment	\$101,822
Jail	Video Polycom for Video Court	\$6,265
Administration	Upgrade Commissioner Meeting Room Sound, Swagit Cameras and Screens	\$95,172
	Total	\$203,259

If approved, \$101,822 currently requested in the FY24 Circuit Court budget and \$77,000 currently requested in the FY24 Other General Government budget will be removed.

*See additional pages/images for this item
under additional resources*



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 I. Savage, Deputy Chief Administrative
DATE: Officer April 13, 2023
SUBJECT: Ocean City Battery Energy Storage Project

We received the attached request from Delmarva Power & Light Company to discuss the adjustment of certain easements related to the Ocean City battery energy storage project.

*See additional pages/images for this item under
additional resources*




DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT 

Re: Dispatch Server – Backup TRIO Solution

Date: March 30, 2023

As you are aware the county supports two major servers that houses the Computer Aided Dispatch(CAD) solution for Dispatch (911) and the Records Management System for the Jail (JMS)and the Sheriff's Office (RMS). Although we strive to provide 99.999% uptime, we still have gaps when the primary server suffers a catastrophic hardware or software failure. We have applications in place that allow a secondary failover server but there are still gaps in recovery time.

We have been working with our CAD vendor, CentralSquare, to provide us with solutions that will give us the 99.999% uptime Public Safety and Emergency Services require. The recommended solution is called TRIO and will require a third server that will monitor failover, replication as a secondary solution should a failover be required.

The total cost for this project is **\$56,674,00**. In anticipation of this solution, the Budget Officer, Kim Reynolds has put aside **\$42,500** from the CAD CIP from FY23. We would like to use savings from other assigned fund projects to make the difference of **\$14,174**.

Our goal would be to implement this prior to the summer season. This is the peak time for 911 calls.



Quote

Ship To Name Worcester County Department of Emergency Services
 Ship To 1 West Market Street
 Snow Hill, MD 21863
 Contact Name Brian Jones
 Phone (410) 632-5610

Quote Number 00008043
 Quote Name Worcester County, MD - System Upgrade - Neverfail Trio Node - WC
 Created Date 3/16/2023
 Expiration Date 3/31/2023
 Prepared By Keith Bumgarner
 Email keith.bumgarner@newcomglobal.com

Terms

Payment Terms Net 30

NOTE: Actual shipping costs will be added to the invoice

Item Pricing

Quantity	Product Code	Product	Product Description	Sales Price	Line Total
1.00	HEP-DL380G10-WORCESTER	HPE DL380 Gen10 Server - Worcester Co MD	DL380 GEN10 4214R 1P 32G NC 8SFF SVR QTY 2 CPU = DL380 GEN10 XEON-S 4214R KIT 256GB RAM - 32GB 2RX4 PC4-2933Y-R SMART KIT QTY 2 - 300GB SAS 15K SFF SC DS HD (RAID 1) QTY 12 - 900GB SAS 15K SFF SC DS HD (RAID 5) DL38X GEN10 12GB SAS EXPANDER DL380 GEN10 BOX1/2 CAGE BCKPL KIT GEN10 2U BEZEL KIT BEZEL LOCK KIT ILO ADV INCL 3YR TS U E-LTU HPE 1GBE 4P BASE-T BCM5719 ADPTR 32GB MICRO SD MAINSTREAM FL MEDIA KIT CAREPACK 5YR PC 24X7 DL380 GEN10 SVC CARE PACK INSTALL/STARTUP DL380 G4 G5 DL	\$25,658.00	\$25,658.00
3.00	GMGF0D5RK-0005-P	WINDOWS SERVER 2022 STANDARD - 16 CORE PACK	WINDOWS SERVER 2022 STANDARD - 16 CORE PACK Engine Trio WANSmart Virtual Per	\$1,069.00	\$3,207.00

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order. To accept this quotation, sign here and return: _____



Quote

2.00	TAC-T-V-DS-NA-CS1-E	Neverfail Engine Trio WANSmart Virtual Per Server Trio - 1 Pair [UPGRADE]	Server Trio, Enterprise Support - Distribution (NA) Tertiary Add-On to existing Pair w/ WANsmart	\$2,294.00	\$4,588.00
1.00	TAC-T-V-DS-NA-CS5-E	Neverfail Engine Trio WANSmart Virtual Per Server Trio - 5 Pack [UPGRADE]	Engine Trio WANSmart Virtual Per Server Trio - 5 Pack, Enterprise Support- Distribution (NA) Tertiary Add-on 5 Pack to existing 5 Pack w/ WANSmart	\$7,647.00	\$7,647.00
7.00	BCEPS- RT-DS-NA-CS	Remote Installation, Per Pair with TRIO - [UPGRADE]	Remote Installation, Per Pair with Tertiary - Distribution (NA) Professional Services - Tertiary Installation for existing Pair Configuration	\$1,250.00	\$8,750.00
1.00	70002045	PortServer TS4	Digi PortServer TS 4 Port RS232 Serial to Ethernet Device Server	\$645.00	\$645.00
1.00	76000693	Digi Cable	Digi Cable Adapter Kit	\$64.00	\$64.00
1.00	ProServices-WCMD	NEWCOM Services - Worcester County	Project Planning and Management	\$2,995.00	\$2,995.00

Subtotal	\$53,554.00
Total Price	\$53,554.00
Grand Total	\$53,554.00

If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order. To accept this quotation, sign here and return: _____.

Quote #: Q-117596**Primary Quoted Solution:** ONESolution PS**Quote expires on:** February 07, 2023**Quote prepared for:**

Brian Jones

Worcester County Sheriff's Office

1 W Market St Rm 1002

Snow Hill, MD 21863-1193

(410) 632-3080

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

SERVICES

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	2,340.00
	Services Services Total	3,120.00 USD

SERVICES SUMMARY

Services Total	3,120.00 USD
-----------------------	---------------------

QUOTE SUMMARY

Services Subtotal	3,120.00 USD
--------------------------	---------------------

Quote Subtotal 3,120.00 USD

Quote Total 3,120.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Worcester County Sheriff's OfficeSignature:
_____Name:
_____Date:
_____Title:



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: April 18, 2023
RE: Recommendation to Award – Advertising Creative, Media Placement and Social Media Services

The Office of Tourism & Economic Development along with the County’s Procurement Officer is recommending the County award the Advertising Creative, Media Placement and Social Media Services contract to D3 Corp. Proposals were due and opened on Thursday, March 23, 2023. Five proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from D3 Corp, represents the best value to Worcester County. The total contract award amount is \$24,000 annually. The actual ad budgets and media buys are either purchased directly by the County or done as a passthrough.

Funding for these services was approved in the current FY23 operating budget in accounts 100.1803.200.6900.055 (Advertising Tourism) and 100.1803.200.6160.150 (Grant Reimbursement).

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

Advertising Creative, Media Placement and Social Media Services
March 23, 2023 at 2:30pm
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Rubia Group
AlwaysOn Digital
D3 Corp
Platinum PR
LG eComm

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
 1 WEST MARKET STREET, ROOM 1103
 SNOW HILL, MARYLAND 21863
 410-632-1194
 FAX: 410-632-3131

Weston Young
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
 Procurement Officer

CONTRACT

THIS CONTRACT, made on April 18, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and Internet Business Strategies, Inc., dba D3 (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the ADVERTISING CREATIVE, MEDIA PLACEMENT AND SOCIAL MEDIA SERVICES.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$24,000 (twenty-four thousand dollars and no cents) or as shown in the Form of Proposal.
5. The term ‘Contract Documents’ means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: Proposal Specifications
 - g. Section IV: Evaluation and Selection Process
 - h. Form of Proposal
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor’s Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Successful Vendor’s Completed Proposal Documents
 - o. Notice of Award
 - p. Notice to Proceed

- 6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
- 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
- 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

CONTRACTOR:
Internet Business Strategies, Inc., dba D3

By:
Title:
Date:

DRAFT



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: April 18, 2023
RE: Request to Purchase – Worcester County Rec Center Bleacher Replacement

Recreation and Parks is requesting to purchase a bleacher replacement system for the Worcester County Recreation Center. The purchase has been quoted by H2I Group through their cooperative contract with Omnia Partners. The total contract amount is \$346,911.60 and includes a contract discount of \$247,278. Local Parks and Playground Infrastructure (LPPI) funding has been approved in the amount of \$456,145 for this project. LPPI grant funds are 100% reimbursable for these projects. Please see the attached quote.

Omnia Partners is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Omnia Partners follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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

PROPOSAL Worcester County RC Replacement Bleachers

Quote#: 105473
Date: 3/20/2023

To: Worcester County Recreation Center
Lisa Gebhardt
lgebhardt@MarylandsCoast.org
(410) 632-2144 x2500
6030 Public Landing Road, Snow Hill MD 21863

We propose to furnish the following as manufactured by Irwin using standard design, materials, construction sizes and colors. All material pricing is per **Omnia Contract R191805**.

Airlift Bleacher System:

Pricing Includes:

- (8) sets of **Air Lift - Option Description**
- VersaTract with Standard Deck Seating Requirements
- 17' - 6" plus left end rails and right end rails (1 Rectangular Section)
- 10 Seating Rows, 10" Rise, 26" Spacing, Clear Coat 5/8 Decking, Portable
- Seat Color = Cobalt blue
- Platform Color = Black
- Side covering color = Cobalt blue
- Back 5/8" Panelam = Black

Material List Price:	\$526,153.26
Contract Discount	\$247,278.52
Material Price:	\$278,874.60
Freight & Installation:	\$68,037.00
Total Material, freight, and installation:	\$346,911.60



Qualifications:

1. Pricing good till May 5th 2023.
2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations," any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
3. Due to the unsettled nature of materials and availability, any surcharges or product delivery disruptions which may occur are not included in this proposal. Any surcharges or delay costs will be passed along to the customer. It is highly recommended for you to review this situation with H2I for product options which currently are not affected.



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- 4. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).

Excludes:

- 1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
- 2. Any Liquidated, Consequential and/or Actual Damages clauses.
- 3. Concrete Leveling
- 4. Moisture mitigation
- 5. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, Rubber/vinyl base, In-wall backing/blocking.
- 6. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC “Standard Form Construction Subcontract,” 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.
By _____
Shawn Kennedy
(412) 738-9090
skennedy@H2IGroup.com

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

PROPOSAL Worcester County RC Replacement Bleachers

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage, and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level, and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer’s payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.



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Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening, and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water, and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees, or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from, or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state, and federal agency code compliance, permits, fees, design, engineering, and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)



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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: April 18, 2023
RE: Ice Rink Update

Bid Documents for the sale of the synthetic ice rink were released on Tuesday, March 7th. Request for bids were sent to a list of interested parties and posted to the County's website. The bid opening was held on Tuesday, March 28th. No bids were received. We are looking for direction from the Commissioners on how to proceed.

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



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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TEL: 410.632.1200 / FAX: 410.632.3008

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: April 11, 2023
RE: Cannabis regulations in Worcester County

When medical cannabis establishments were first licensed in 2017, staff was directed to handle each component within an existing use under the Zoning and Subdivision Control Article. Therefore, the cultivation of the plant is considered agriculture, allowed in any zoning district; the processing of the plant is an industrial use allowed only in the industrial zoning districts; and the sale of the finished product is treated like a retail pharmacy/ dispensary, allowed in the commercial zoning districts. There is currently one grow operation, one processing operation, and two dispensaries in Worcester County. Cannabis sales for recreational use would also follow this same path unless an amendment to the county code was adopted.

At your request, I have had our Technical Services Division prepare several maps that roughly illustrate the location of the schools in Worcester County, with the zoning district layer shown. They have provided half-mile and one-mile radii to illustrate the distance to the nearest commercially zoned property, identified by the light pink (C-1 District), red (C-2 District) and purple (C-3 District).

If the County Commissioners desire to establish a limitation on the placement of recreational cannabis dispensaries, an amendment to that effect can be prepared. I would recommend that a new subsection be added to the Public Health Article. Title PH 1 Health-Related Nuisances currently includes subsections on tattoo establishments, body piercing establishments, nightclubs and adult-oriented businesses. The amendment can be handled as an emergency bill, with the effective date being the date of adoption by the County Commissioners.

If we can provide any additional information or maps, please do not hesitate to ask.

*See additional pages/images for this item
under additional resources*



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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: April 10, 2023
RE: Proposed Re-Naming of a Private Lane Name – Ned Purnell Lane to Leonard Lane

Attached please find a memo from Kelly Henry, Technical Services Manager, relative to an application that was received for the re-naming of an existing private lane in Berlin from Ned Purnell Lane to Leonard Lane. We respectfully request that consideration of this application be scheduled for an upcoming meeting.

There are four parcels consisting of eleven property owners that have frontage on Ned Purnell Lane. However, there are currently no structures addressed off of the existing lane. The applicant has requested that the lane be re-named to Leonard Lane and his address be reassigned accordingly. As Mrs. Henry noted in her memo, there was some opposition to the request, including information provided relative to the historical nature of the existing road name.

Option 1: Re-name the existing lane from Ned Purnell Lane to Leonard Lane. Staff will provide Mr. Leonard with a new street number off of Leonard Lane.

Option 2: Retain Ned Purnell Lane. Staff will provide Mr. Leonard a new street number off of Ned Purnell Lane.

A draft resolution is attached should the County Commissioners look favorably on the request. An electronic copy will be sent to your office as well. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Roscoe Leslie, County Attorney
Billy Birch, Director, Dept. of Emergency Services
Kevin Lynch, County Roads Superintendent, Dept. of Public Works
Kelly Henry, Technical Services Manager



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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

To: Jennifer K. Keener, Director
From: Kelly L. Henry, Technical Services Division Manager
Date: February 14, 2023
Subject: Private Name Change – Ned Purnell Lane to Leonard Lane

In May of 2022, I received a request from Darnell and Thomas Leonard to change the name of a private lane from Ned Purnell Lane to Leonard Lane. Previously, I have had conversations with Darnell Leonard regarding the difficulty he was experiencing with deliveries to his house at 9628 Rose Lane. I have compared the requested name with existing road names in the county. Leonard Lane is not a duplicate or in conflict with an existing road name in the county.

I contacted the owners of the four (4) other parcels abutting the private lane posted as Ned Purnell Lane from 10615 Flower Street to 9628 Rose Lane. Out of the eleven (11) property owners, four (4) are in favor, one (1) did not indicate a position, two (2) have not responded after two attempts and four (4) are in objection. Joseph E. Moore, Williams, Moore, Shockley & Harrison L.L.P. represents three (3) of the land owner in objection to the request with an explanation. As I read Mr. Moore's letter, the objection is not necessarily with the proposed road name change to Leonard Lane, but with the loss of recognition of the accomplishments of Ned Purnell and his impact on Worcester County's history.

The private lane in question would provide direct access to Darnell Leonard's residence from Flower Street. Currently no improvement is addressed off of Ned Purnell Lane. If approved, Darnell Leonard's address would be the only address impacted. I do not know the history behind the naming of this private lane. Could "Ned Purnell" Lane be assigned to a different private lane or public road in the future in the Berlin area or is there a better way to recognize and honor Ned Purnell in the community.

The request to change the road name of this private lane will require the action of the County Commissioners. Please let me know when this is scheduled so I can contact the property owners. As always, I am available to provide additional information or answer any questions regarding this matter.

Attachments

Cc: Roscoe Leslie, County Attorney
Billy Birch, Jr. Director Department of Emergency Services
Kevin Lynch, Superintendent Roads Division



Private Road Name: Ned Purnell Lane to Leonard Lane					
Property Owner	Address	Account ID No.	Map	Parcel	Position
Thomas Leonard	10615 Flower Street	2403016358	25	268	In favor
William Briddell		2403014533	25	269	Objection
Brazelle Briddell					Neutral
Sherwood Purnell	9624 Rose Lane	2403017052	25	277	No Response
Vanessa Becketts					No Response
Gerald Purnell	9630 Rose Lane	2403017125	25	276	In favor
Lillian Purnell	9630 Rose Lane				In favor
Darnell Leonard	9628 Rose Lane	2403017214	25	267	In favor
Helen Faucette		2403015807	25	89	Objection*
John Harrison					
Hale Harrison					

* Objection with an explanation

- Ned Purnell Lane to Leonard Lane
- Rose Lane



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John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME APPLICATION

I, Thomas Leonard am applying to the Worcester County Commissioners for a request to name a private road located at Tax Map No. 25, Parcel 268, Lot _____ having an SDAT Account ID No. 24-03-016358 on 10615 Flower Street. The current address(s) for this property is: 10615 Flower St.

Circle one: New Lane Name or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Existing Road Name	Proposed Road Name
<u>Ned Purnell Lane</u>	<u>Leonard Lane</u>

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection and I, as the requesting party, will be responsible for paying to the County the sum of \$ 115.50 per sign covering the cost of the sign and installation. I also understand that address numbers must be posted at the entrance to the private lane so they are visible from the County Road.

Signed: Thomas Leonard Date: 5-6-22

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863

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Worcester County

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John W. Birch, Jr., Director
 James Hamilton, Deputy Director

PRIVATE ROAD NAME APPLICATION

I, Darnell Leonard am applying to the Worcester County Commissioners for a request to name a private road located at Tax Map No. 25, Parcel 267, Lot having an SDAT Account ID No. 24-03-01724 on 9628 ROSE LANE. The current address(s) for this property is: 9628 ROSE LANE.

Circle one: New Lane Name or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Existing Road Name	Proposed Road Name
<u>Ned Purnell</u>	<u>Leonard Lane</u>

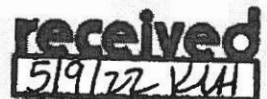
Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection and I, as the requesting party, will be responsible for paying to the County the sum of \$ 115.50 per sign covering the cost of the sign and installation. I also understand that address numbers must be posted at the entrance to the private lane so they are visible from the County Road.

Signed: Darnell C Leonard Date: 5-6-22

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
 Kelly Henry, Technical Services Division Manager
 Worcester Government Center
 One West Market Street – Room 1201
 Snow Hill, Maryland 21863





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received
10/21/22

John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME CHANGE APPLICATION – Requesting Comment

I, Gerald Purnell, am aware that the Worcester County Commissioners have received a request to change the name of an existing private lane. According to the State Department of Assessment and Taxation, said private lane is located on or adjacent to property I own located at Tax Map No. 25, Parcel 276 with an SDAT Account ID No. 24-03-017125 at 9630 Rose Lane, Berlin, MD. The address for 9630 Rose Lane would not be impacted by this change.

Circle one: New Lane Name or Change Existing Road Name

Existing Road Name	Proposed Road Name
Ned Purnell Lane	Leonard Lane

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection. The individuals requesting the change in the name of the private lane will be responsible for paying the cost of the sign and installation.

Circle one: I am in favor of this request or I have objection to this request.

Signed: Gerald W. Purnell Date: 6-15-22

Gerald Purnell & Lillian Purnell – 9630 Rose Lane, Berlin, Maryland 21811

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863



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6/21/22

John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME CHANGE APPLICATION – Requesting Comment

I, Lillian Purnell, am aware that the Worcester County Commissioners have received a request to change the name of an existing private lane. According to the State Department of Assessment and Taxation, said private lane is located on or adjacent to property I own located at Tax Map No. 25, Parcel 276 with an SDAT Account ID No. 24-03-017125 at 9630 Rose Lane, Berlin, MD. The address for 9630 Rose Lane would not be impacted by this change.

Circle one: New Lane Name or Change Existing Road Name

Existing Road Name	Proposed Road Name
Ned Purnell Lane	Leonard Lane

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection. The individuals requesting the change in the name of the private lane will be responsible for paying the cost of the sign and installation.

Circle one: I am in favor of this request or I have objection to this request.

Signed: Lillian Purnell Date: 6-15-22

Gerald Purnell & Lillian Purnell – 9630 Rose Lane, Berlin, Maryland 21811

Each property owner on the requested private lane must complete a form.

Please return this form to:

Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863

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Worcester County

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SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 / FAX: 410.632.2141

received
7/14/22

John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME CHANGE APPLICATION – Requesting Comment

I, Brazelle Briddell, am aware that the Worcester County Commissioners have received a request to change the name of an existing private lane. According to the State Department of Assessment and Taxation, said private lane is located on or adjacent to property I own located at Tax Map No. 25, Parcel 269 with an SDAT Account ID No. 24-03-014533 at 10607 Flower Street, Berlin, MD. The address for 10607 Flower Street would not be impacted by this change.

Circle one: New Lane Name or Change Existing Road Name

Existing Road Name	Proposed Road Name
Ned Purnell Lane	Leonard Lane

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection. The individuals requesting the change in the name of the private lane will be responsible for paying the cost of the sign and installation.

Circle one: I am in favor of this request or I have objection to this request.

Signed: William J. Briddell Date: 7-13-22

William Briddell and Brazelle Briddell – 10607 Flower Street, Maryland 21842

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863

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TEL:410.632.1311 / FAX: 410.632.2141

received
7/14/22

ohn W. Birch, Jr., Director
ames Hamilton, Deputy Director

PRIVATE ROAD NAME CHANGE APPLICATION – Requesting Comment

I, William Briddell, am aware that the Worcester County Commissioners have received a request to change the name of an existing private lane. According to the State Department of Assessment and Taxation, said private lane is located on or adjacent to property I own located at Tax Map No. 25, Parcel 269 with an SDAT Account ID No. 24-03-014533 at 10607 Flower Street, Berlin, MD. The address for 10607 Flower Street would not be impacted by this change.

Circle one: New Lane Name or Change Existing Road Name

Existing Road Name	Proposed Road Name
Ned Purnell Lane	Leonard Lane

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection. The individuals requesting the change in the name of the private lane will be responsible for paying the cost of the sign and installation.

Circle one: I am in favor of this request or I have objection to this request.

Signed: Brazelle Briddell Date: 7/14-22

William Briddell and Brazelle Briddell – 10607 Flower Street, Maryland 21842

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863



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John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME CHANGE APPLICATION – Requesting Comment

I, Hale Harrison, am aware that the Worcester County Commissioners have received a request to change the name of an existing private lane. According to the State Department of Assessment and Taxation, said private lane is located on or adjacent to property I own located at Tax Map No. 25, Parcel 89 with an SDAT Account ID No. 24-03-015807 on Flower Street, Berlin, MD. Currently Parcel 89 is vacant farmland without any structures.

Circle one: New Lane Name or Change Existing Road Name

Existing Road Name	Proposed Road Name
Ned Purnell Lane	Leonard Lane

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection. The individuals requesting the change in the name of the private lane will be responsible for paying the cost of the sign and installation.

Circle one: I am in favor of this request or have objection to this request.

Signed: [Signature] Date: 8/3/22

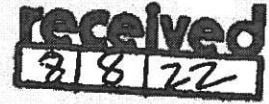
Attorney for Helen Faucette, John Harrison & Hale Harrison - 1522 Teal Drive, Ocean City, Maryland 21842

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting
Kelly Henry, Technical Services Division Manager
Worcester Government Center
One West Market Street – Room 1201
Snow Hill, Maryland 21863

Citizens and Government Working Together

LAW OFFICES
WILLIAMS, MOORE, SHOCKLEY & HARRISON, L.L.P.
 3509 COASTAL HIGHWAY
 OCEAN CITY, MARYLAND 21842



JOSEPH E. MOORE
 RAYMOND C. SHOCKLEY
 REGAN J.R. SMITH
 CHRISTOPHER T. WOODLEY
 CHRIS S. MASON
 PETER S. BUAS

(410) 289-3553
 TELEFAX (410) 289-4157
www.oceancitylegal.com
jmoore@whmsh.com

MARCUS J. WILLIAMS (1923-1995)
 EDWARD H. HAMMOND, JR.
 (1942-2011)

OF COUNSEL
 JOSEPH G. HARRISON, JR.

August 3, 2022

Department of Development Review & Permitting
 Kelly Henry, Technical Services Division Manager
 Worcester Government Center
 1 West Market St. – Room 1201
 Snow Hill, MD 21863

Dear Kelly,

I am authorized to respond to the request to change existing “Ned Purnell Lane” to “Leonard Lane”. The Harrisons who are the owners of the adjacent property designated as the “Harrison Home Farm” which is Parcel 89 on Tax Map No.25 immediately adjacent to Ned Purnell Lane (indeed, in a survey by L.E. Bunting Jr., (attached) it appears that Ned Purnell Lane (designated on the Bunting Plat as “Gravel Road” lies within the boundary survey of the Harrison Home Farm.) The Home Farm has been in the Harrison family since the mid 1940’s, and was previously the location of one of the Harrison Brothers Orchards.

One of the owners, Hale Harrison, recalls having gone with his father, G. Hale Harrison, as a small boy down the lane to the home of an African-American supervisor of workers, where his father discussed with that person (who may have been a “Purnell”) the plans for planting and other orchard management items.

Perhaps even more importantly, however, is the inception of the lane being named in honor of Ned Purnell.

I enclose herewith excerpts from the book “Men of Color, to Arms!” which is the record of manumitted slaves and freed black men from the Lower Eastern Shore of Maryland who served in the Civil War, published by the late Rev. David Briddell from Berlin and Dr. Clara L. Small, retired professor of history at Salisbury University.

In the roster of African-American Civil War soldiers from Worcester County is the record of Sergeant Edward (Ned) Purnell from Berlin who enlisted in the USCT (“U.S. Colored Troops”) 19th Maryland Regiment on January 16, 1864. Ned Purnell was a freed slave previously owned by Betty Purnell, who was granted freedom January 1, 1864. Ned’s Deed of Manumission is recorded among the Land Records of Worcester County, Maryland, as are the manumission

deeds of dozens, if not hundreds, of Worcester County African-American freed slaves.

The Maryland Constitution enacted to become effective January 1, 1864, was the first constitution of Maryland which freed the slaves. However, slave owners were only given until January 1864 to voluntarily free their slaves, upon which the owner would receive three hundred dollars and the freed slave were he a male, was required to enlist in the USCT.

Finally, the historical significance of freed slaves such as Ned Purnell is underlined by the fact that when the Union Army created quotas for service by soldiers in each Maryland County, Worcester County, because of its divided loyalties between North and South, would not have made its quotas but for the enlistment of African-Americans, either freed blacks or manumitted slaves. Because Ned obtained the rank of Sergeant, his leadership was recognized as most all African-American soldiers retained the rank of Private.

The Harrisons also want me to stress the fact that their opposition is meant as absolutely no disrespect to the Leonard family which has requested the name change but due solely to the Harrison's knowledge of the significance of Ned Purnell's important place in Worcester County history.

I am presuming this letter, together with my response as Attorney for the Harrison family, will be made part of the record when the request is submitted to the Worcester County Commissioners.

Thank you in advance for your consideration of this request.

Sincerely,

Joseph E. Moore



cc: Helen Faucette
John Harrison
Hale Harrison

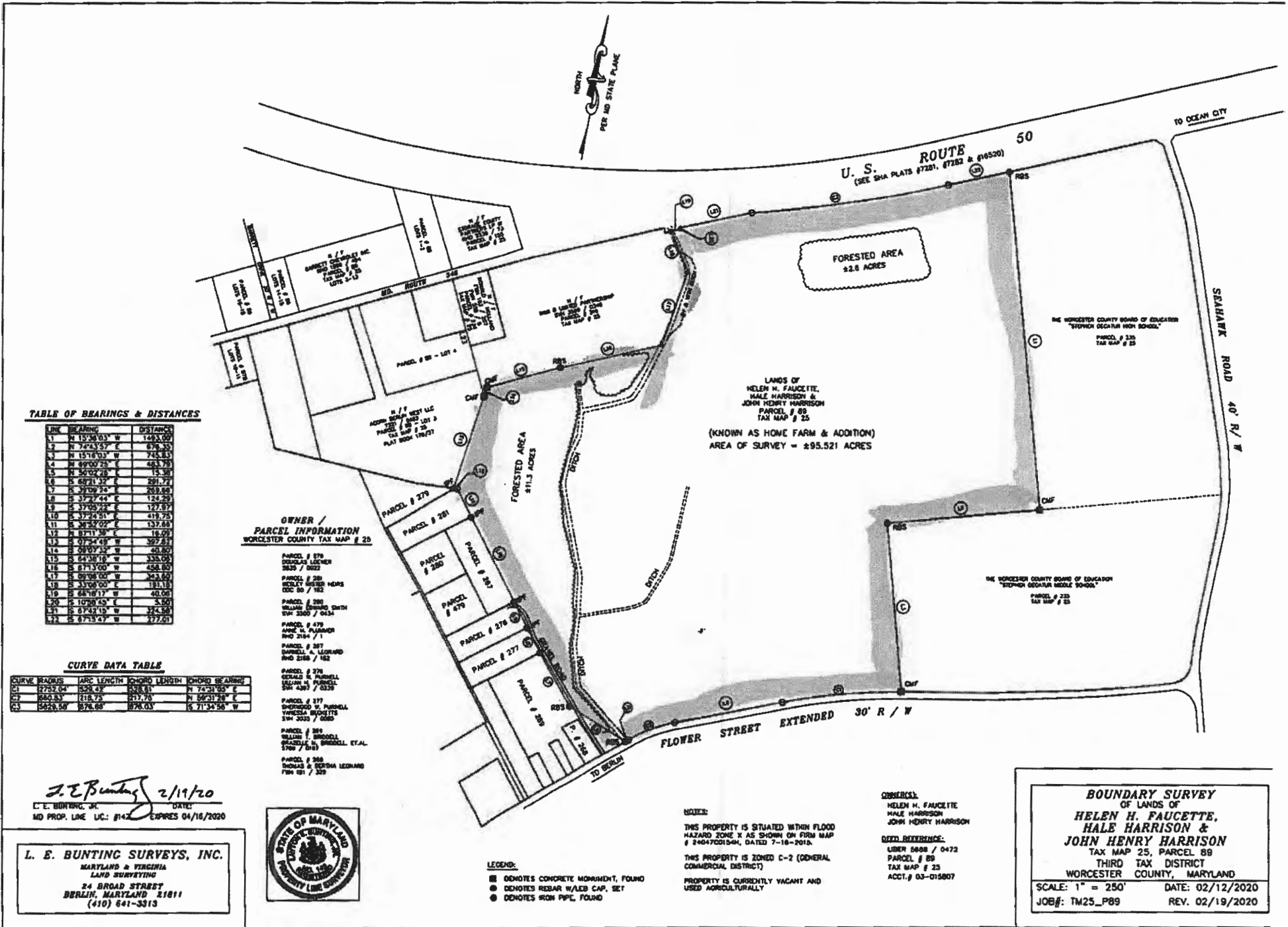


TABLE OF BEARINGS & DISTANCES

LINE	BEARING	DISTANCE
1	N 15°30'03" W	1483.00
2	N 74°43'57" E	876.35
3	N 15°16'03" W	745.85
4	N 89°00'25" E	483.78
5	N 50°02'28" E	13.36
6	S 68°21'32" E	281.77
7	S 37°09'24" E	283.88
8	S 37°27'44" E	124.29
9	S 37°05'22" E	127.87
10	S 37°26'51" E	419.75
11	S 37°52'02" E	137.88
12	N 87°11'30" E	16.09
13	S 07°34'48" W	397.87
14	S 09°07'32" W	40.80
15	S 84°20'18" W	333.09
16	S 87°13'00" W	428.20
17	S 09°08'00" W	363.60
18	S 33°06'00" E	181.18
19	S 68°18'17" W	40.00
20	S 10°20'45" E	5.50
21	S 87°43'13" W	354.58
22	S 87°13'47" W	777.01

CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2752.04'	828.03'	838.81'	N 74°31'05" E
C2	860.83'	218.75'	217.76'	N 58°31'28" E
C3	8226.56'	878.68'	876.03'	S 71°34'56" W

OWNER / PARCEL INFORMATION WORCESTER COUNTY TAX MAP # 25

- PARCEL # 279 DOUGLAS LAMBER 3839 / 1022
- PARCEL # 281 BERTLEY WELSH NEARS CDC 50 / 182
- PARCEL # 280 WILLIAMS EDWARD SMITH SW 3300 / 0434
- PARCEL # 479 ANNE M. PLAMMER RHD 2184 / 1
- PARCEL # 387 DANIELL A. LEONARD RHD 2188 / 182
- PARCEL # 278 GERALD R. PURCELL ILLINOIS H. PURCELL SW 4387 / 0338
- PARCEL # 377 SHERRON W. PURCELL VANESSA BURGESS SW 3033 / 0080
- PARCEL # 389 WILLIAM F. BRIDGELL GERALD H. BRIDGELL ET AL SW 7043 / 0481
- PARCEL # 288 THOMAS & BERTHA LEONARD FSN 481 / 329

LEGEND:

- DENOTES CONCRETE MONUMENT, FOUND
- DENOTES REBAR W/LEAD CAP, SET
- DENOTES IRON PIPE, FOUND

NOTES:

THIS PROPERTY IS SITUATED WITHIN FLOOD HAZARD ZONE X AS SHOWN ON FIRM MAP # 24047C015-04, DATED 7-18-2016.

THIS PROPERTY IS ZONED C-2 (GENERAL COMMERCIAL DISTRICT)

PROPERTY IS CURRENTLY VACANT AND USED AGRICULTURALLY

OWNER(S):

HELEN H. FAUCETTE
HALE HARRISON
JOHN HENRY HARRISON

DEED REFERENCE:

LIBER 8688 / 0472
PARCEL # 89
TAX MAP # 25
ACCT. # 03-015807

BOUNDARY SURVEY
OF LANDS OF
**HELEN H. FAUCETTE,
HALE HARRISON &
JOHN HENRY HARRISON**
TAX MAP 25, PARCEL 89
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

SCALE: 1" = 250' DATE: 02/12/2020
JOB#: TM25_P89 REV. 02/19/2020

J. E. Bunting 2/19/20
C. E. BUNTING, JR. DATE:
MD PROP. LINE LIC. #142 EXPIRES 04/16/2020

L. E. BUNTING SURVEYS, INC.
MARYLAND & VIRGINIA
LAND SURVEYING
24 BROAD STREET
BERLIN, MARYLAND 21811
(410) 641-3313





"MEN OF COLOR, TO ARMS!"

MANUMITTED SLAVES AND FREED BLACKS

*from the Lower Eastern Shore of Maryland
Who Served in the Civil War*



Dr. Clara L. Small
Rev. David Biddell



**ROSTER
OF
AFRICAN-AMERICAN CIVIL WAR
SOLDIERS**

from
Worcester County, Maryland

JAMES H. ADAMS, PRIVATE

~ *Enlisted:* December 15, 1863 - 19th Regiment, Company A, Age 27

~ *Discharged:* January 15, 1867

Sources: 1. p.209; 2. Vol.2, p.10

GEORGE AGNEW, PRIVATE

~ *Enlisted:* March 18, 1864 - 30th Regiment, Company I, Age 19

~ *Discharged:* January 10, 1865

Owner: Elizabeth Agnew; Bounty paid to: Captain Agnew; Deed recorded: July 4, 1864

Sources: 1. p.256; 2. Vol.2, p.2; 3. p.203, No.12, roll 20; 4.p.315

GEORGE ALBERT, PRIVATE

~ *Enlisted:* November 10, 1863 - 9th Regiment, Company E, Age 18

~ *Discharged:* November 26, 1866

Owner: Thomas Moore; Freedom granted: November 1863; Deed recorded: July 23, 1864

Sources: 1. p.256; 2. Vol.1,p.8; 3. p.166, No85, roll 92; 4. p.318

PARKER J. ALLEN, CORPORAL

~ *Enlisted:* October 31, 1863 - 9th Regiment, Company C, Age 29

~ *Discharged:* November 28, 1866

Owner: Oliver W. Jones; Bounty paid to: Oliver W. Jones; Deed recorded: August 21, 1865

Sources: 1. p.190; 2. Vol.1, p.8; 3. p.166, No.40, roll 92; 4. p.680

Sources: 1. Maryland Vols.; 2. Muster Rolls; 3. Bounty Rolls; 4. Worc. Cnty. Land Rec's.; 5. 1890 Census

CUDJO/CUDGES W. PURNELL, PRIVATE ~ Pocomoke

~ *Enlisted*: March 31, 1864 - 30th Regiment, Company C

~ *Wounded in Action*: February, 1865

~ *Discharged*: December 10, 1865

~ *Disability Incurred*: Ankle strained in army

Sources: 1. p.241; 5. p.2, SD2, ED99, line 19

DENNIS PURNELL, CORPORAL

~ *Enlisted*: January 16, 1864 - 19th Regiment, Company I, Age 45

~ *Discharged*: January 15, 1867

Owner: Zadock G. W. Purnell

Sources: 1. p.229; 2. Vol.1, p.301; 3. p.189, No.47, roll 57

EDWARD J. PURNELL, PRIVATE ~ Pocomoke City

~ *Enlisted*: March 31, 1864 - 30th Regiment, Company E

~ *Discharged*: December 10, 1865

Owner: George C. Purnell; Deed recorded: June 10, 1864

~ *Disability Incurred*: Frost bitten

Sources: 1. p.246; 4. p.315; 5. p.1, SD2, ED100, line 26

EDWARD (Ned) PURNELL, SERGEANT ~ Berlin

~ *Enlisted*: January 16, 1864 - 19th Regiment, Company I, Age 23

~ *Discharged*: January 15, 1867

Owner: Betty Purnell; Freedom granted: January 1, 1864; Deed recorded: January 28, 1864

~ *Disability Incurred*: No disability

Sources: 1. p.229; 2. Vol.1, p.301; 3. p.189, No.57, roll 57; 4. p.499; 5. p.5, SD2, ED103, line 12

ELIJAH PURNELL, PRIVATE ~ Klej. Grange

~ *Enlisted*: November 18, 1863 - 9th Regiment, Company F, Age 26

~ *Discharged*: November 26, 1866

Owner: John S. Purnell; Deed recorded: May 28, 1864

Sources: 1. p.197; 2. Vol.1, p.298; 3. p.174, No.118, roll 92; 4. p.252

1. Roster of Maryland Vols.; 2. Muster Rolls; 3. Bounty Rolls; 4. Worc. Cnty. Land Rec's.; 5. 1890 Census

RESOLUTION NO. 23-___

RESOLUTION RE-NAMING A PRIVATE LANE
OFF OF FLOWER STREET IN BERLIN
AS LEONARD LANE

WHEREAS, the Worcester County Commissioners have adopted an Inventory of Public Roads of Worcester County in accordance with § PW 1-202 of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, in accordance with the provisions of § PS 6-101(e) of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners are to name all private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, selecting a name which is not the same or similar to another private lane or a public road listed in the Inventory of Public Roads of Worcester County, Maryland; and

WHEREAS, the County Commissioners have received a request to re-name the private lane known as Ned Purnell Lane off of Flower Street in Berlin to serve one existing residence; and

WHEREAS, the applicant has suggested that Leonard Lane is an appropriate name which is not the same or similar to another private lane name or public road name in the Inventory of Public Roads of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The private lane known as Ned Purnell Lane located on the northwesterly side of Flower Street in Berlin in the Third Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 25, Parcels 89, 267, 269, and 276 is hereby named **Leonard Lane**, for which a sign will be erected by the Roads Division of the Worcester County Department of Public Works.

Section 2. Executed this _____ day of _____, 2023. This Resolution shall be effective immediately.

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: March 28, 2023
 SUBJECT: Membrane Purchase for Riddle Farm WWTP

Public Works is requesting Commissioner approval to purchase six replacement cassettes, membrane modules, and associated hardware for the Riddle Farm Wastewater Treatment Plant (WWTP). The total cost for six replacement membrane modules and associated hardware is \$440,030 (see attached quotation documents). Funding are available in the Tri-County Grant Economic Development Grant account number 100.1801.6160.151.

These membranes are advanced purchases for the upcoming WWTP upgrade. The membranes have a 58-62-week lead time and purchasing them now will permit the plant to be placed online next year in timely manner. The membranes are a sole source item and must be purchased from Veolia due to the interfacing requirements with the existing treatment plant infrastructure and the proposed upgraded equipment. Membrane modules are essential in filtering solids and contaminants out of the wastewater during the treatment process.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent



Membrane Replacement Proposal

To:	Worcester County Department of Public Works referred to here as Riddle Farms or Buyer	Date:	March 10, 2023
		No. of Pages:	34 including cover
Attention:	Tony Fascelli	Email:	tfascelli@co.worcester.md.us
Plant Address:	1000 Shore Lane, Berlin, MD 21811	Telephone No.:	410 641 5251
From:	Matt Stapleford regional lifecycle manager northeast USA	Email: Cell No.:	matthew.stapleford@veolia.com 905 334 4035
CC:			
Subject:	Membrane Replacement: 6 x 12/16M ZW500D LEAP cassettes with 430ft ² modules with an optional controls upgrade adder	Proposal No.:	496439-3
		Original Project No.:	600006
Plant Data:	Please provide corrections if inaccurate Glenn Riddle WWTP: Municipal Wastewater Treatment, 2 trains each containing: 1 x 22/22M ZW500C 220ft ² module cassette + 1 x 22/22M ZW500C 250ft ² module cassette		



Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to Veolia Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

Confidential and Proprietary Information

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1 Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of Worcester County Department of Public Works to provide wastewater membrane modules to replace and upgrade the full plant at the Glen Riddle Wastewater Treatment Plant (WWTP).

With this offer Veolia will provide our most recent ZW500D product, the RX12, with 430ft² of surface area in ZW500D LEAPmbr cassettes. This proposal is limited to the in-tank equipment required to upgrade to the latest ZeeWeed membrane technology.

In addition to the membrane replacement, an optional adder for a controls system upgrade has been included for Riddle Farms' consideration to upgrade the existing obsolete SLC500 system to a CompactLogix system. The adder will include complete replacement & upgrade of the PLC and I/O controls system to CompactLogix including conversion of the existing program and HMI replacement.

Veolia is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives.

Through long-acquired technical experience, Veolia has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are ready to serve and support Riddle Farms through this next membrane lifecycle/upgrade.

Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract or the project.

2 Veolia Scope & Price

Veolia’s scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

2.1 Base Offer

Item Description	Part #	Quantity	Price
M/C-ZW500D, RX12,16/12,316L, LEAP, 2X4, section 3.1	3178088	6	353,290
2-year full replacement membrane warranty, section 10		incl.	
Cassette permeate & aeration spools		6 sets	
Tank drop frame		6	
Integrated lifting brackets		6	
Membrane guide brackets		12	
ZW500D module removal tool		1	
ZW500D safety hoist ring for 16M cassettes		4	
Spare cassette hardware:			
- ZW500D element end cap keys	3040447	4	
- Blank module header sets	3033393	3	
- #118 EPDM permeate spigot O-rings	3033690	32	
- O-ring lubricant	3089920	2	
- anti-seize lubricant	3158322	1	
Off-site support, Project management, Controls section 4.1		incl.	46,400
International shipment, and fees, and duties, section 5		incl.	26,920
Freight, DDP project site, section 5	3095534	incl.	
Material, off-site labor, delivery		Sub-total	426,610
On-site support, 1xFSR, 5x10-hr days on-site plus travel & living, section 4.3	135491	1 Visit	13,420
On-site support		Sub-total	12,870
All figures are in USD and exclude taxes, which will be applied at the time of invoicing. Please make purchase order to ZENON Environmental Corporation.			Total Price
			440,030



2.2 Optional adder – Controls upgrade

Scope	Part #	Quantity	Price	
Controls upgrade hardware, section 3.2		lot	\$72,815	
Off-site support, controls & drafting, section 4.2	3097215	incl.		
Freight, DDP project site	3095534	incl.		
On-site support, plus travel & living, sections 4.1, 4.3	135491	incl.	\$17,005	
All figures are in USD and exclude taxes. Please make purchase order to ZENON Environmental Corporation.			Total price	\$89,820

Proposal Notes:

- **Shipment/Collection Delays:** *The membrane sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send his agreement to receive or collects the membrane (depending on Incoterms), Seller is entitled to reallocate the membrane to another customer*

Invoicing Schedule	Approximate % of Sub-Total	Invoice Value, Excluding Tax	
		Base Offer	+adder
An invoice will be issued upon acceptance by Veolia of customer purchase order. Approximate percent calculation based on the material, off-site labor, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	127,980	149,825
An invoice for the balance of the material, off-site labor, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	298,630	349,600
A final invoice for the on-site support sub-total will be issued upon completion of installation.	100%	13,420	30,425
		440,030	529,850

3 Material Description

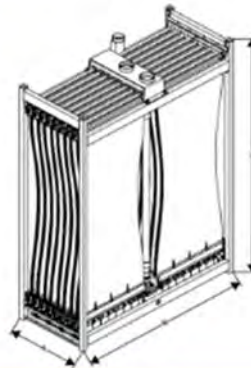
The following materials are provided within Veolia’s scope of supply.

3.1 Membrane Cassettes and Modules

72 x ZeeWeed 500D 430ft² wastewater membrane modules factory installed in 6 x ZW500D 12/16M LEAPmbr cassettes. See Attachment B for detailed drawing.

ZeeWeed* 500D LEAP Cassette

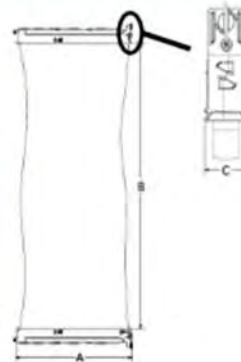
Cassette Dimensions			
Product	Width (A) mm (in)	Length (B) mm (in)	Height (C) mm (in)
16M	738 (29.1)	1,744 (68.7)	2,512 (98.9)



Cassette Tie-Points & Weights							
Application	Product	Max. # of ZW Modules	Min. # of ZW Modules	Permeate Connection	Air Connection	Max. Shipping Weight ¹ kg (lb)	Lifting Weight ² kg (lb)
LEAPmbr	16M	16	8	2 x 4" FNPT half couplings	1 x 3" FNPT half coupling	741 (1,634)	777 – 1,455 (1,713 – 3,208)

ZeeWeed* 500D Module

Module Dimensions				
Application	Product	Width (A) mm (in)	Header-to-Header Length (B) mm (in)	Depth (C) mm (in)
MBR	500D	844 (33.2)	1,940 (76.4)	49 (1.9)



Module Properties									
Application	Membrane Surface Area m ² (ft ²)	Max. Shipping Weight ¹ kg (lb)	Lifting Weight ² kg (lb)	Material	Nominal Pore Size (µm)	Fibre Diameter (mm)	Surface Properties	Fibre Tensile Strength (N)	Flow Path
MBR	40.0 (430)	28 (61)	28 – 75 (61 – 164)	PVDF	0.04	2.2	Non-ionic & Hydrophilic	> 600	Outside-In

¹ Packaged

² Varies with solids accumulation

Operating & Cleaning Specifications						
Application	TMP Range kPa (psig)	Max. Operating Temp. °C (°F)	Operating pH Range	Max. Cleaning Temp. °C (°F)	Cleaning pH Range	Max. Cl ₂ Conc'n (ppm)
MBR	-55 to 55 (-8 to 8)	40 (104)	5.0-9.5	40 (104)	2.0 - 10.5 (<30°C) 2.0 - 10.0 (30-40°C)	1,000



3.2 Controls upgrade hardware - Optional adder

item description	part #	quantity
Panelview Plus 7 Standard 7", 24VDC		1
CompactLogix 2 MB ENet controller	3169986	1
Compact IO 24VDC input, 16 point	3169982	2
Compact IO relay output module, 16 point	3169983	3
Compact IO analog input module, 8 channel	3169984	1
Compact IO analog output module, 4 channel		2
Compact IO analog universal input module, 4 channel		1
6- and 4- screw RTBs for controller power	3169368	1
SLC conversion rack 10 slot		1
conversion cables		9
Stratix 2000, Ethernet switch 5 copper ports, unmanaged	3184714	1
Power Supply, 120 W, 24V DC		2

4 Veolia Support

4.1 Engineering Study Visit

Prior to commencing work on the controls upgrade, Veolia will provide 1 field service representative (FSR) on-site for 1 x 8-hour day to properly review current system configuration for the purposes of assessing the full scope of work that needs to be carried out to complete this upgrade.

Veolia's proposal details the materials, off-site and on-site support that our preliminary analysis has determined are needed, which include a separate plastic enclosure to house the HMI with the PLC/IO being installed in the existing panel, fitment will need to be reviewed during the site visit due to the current position of the PLC and the wire entry at the bottom of the panel. Note, as the current function of 1747-KE is unknown/undocumented this device will not be updated or migrated and will be removed.

Should the engineering visit determine any required changes to this planned scope, adjustments will be detailed, and final revised pricing will be provided to Riddle Farms.



4.2 Off-Site Support

Controls upgrade – Optional Adder

Based on a preliminary review the following off-site support has been included for the controls upgrade adder:

- PLC programming time: 80 hours;
- HMI programming time: 40 hours;
- FAT set up and test: 40 hours;
- Electrical drawings: 100 hours.

Controls

Provide system controls programming adjustments as required for the new membranes including adjustment of set points for permeate, backpulse and air flow as required.

If there is a requirement for the EEPROM (Electrically Erasable Programmable Read-Only Memory) to be stored, a period of plant shutdown must be arranged by Riddle Farms.

Documentation

The base level of documentation updates will include field/hand markups of relevant electrical and P&ID drawings.

These updates should be filed in the O&M manual as interim documentation.

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, Veolia recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

Veolia will be pleased to develop a documentation update price quotation on request which may include some or all of the following scope according to its relevance:

- **O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this membrane replacement upgrade;
- **P&IDs** - Update the process (piping) & instrumentation drawings and reissue electronically;
- **Electrical drawings** – Update the electrical drawings and reissue electronically;
- **Controls documents** – Update control narrative (CN), controls logic sequence chart (CLSC, also known as CSC) and the operation sequence chart (OSC).

Project Management

Provide planning and off-site assistance during the membrane upgrade and the optional controls upgrade if taken.

4.3 On-Site Technical Advisory Services

Controls upgrade – optional adder

With the purchase of the controls upgrade adder, Veolia will provide 1 field service representative (FSR) on-site for a total of 4 x 8-hour days to provide on-site testing and programming support for the controls upgrade.

Membrane Installation

The proposal includes an optional provision for technical advisory services during installation and commissioning process to support Riddle Farms' staff as outlined in section 2. Please see section 7.2 for recommendations on the number of plant staff necessary to perform the work.

Installation and commissioning of membranes will be executed one train at a time to minimize down-time and to return each train to beneficial use in a timely manner.

The following activities will be completed by plant staff with Veolia oversight assistance:

- Remove existing membranes/cassettes;
- Install the new membrane modules/cassettes;
- Upload required revisions to the PLC program with adjusted set-points;
- Perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes; complete repairs/adjustments necessary to provide new membrane performance.

Operating Responsibility - Riddle Farms retains control of the work site and retains final responsibility for the installation and commissioning process.

Veolia will perform the services specified in the scope section of this document, but Veolia will not operate the system. For the purposes of this agreement, the term “operate the system” shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Riddle Farms' site, and shall include functions such as providing operators or laborers to adjust or control water treatment (“WT”) equipment, wastewater treatment (“WWT”) equipment or sludge management facilities (“SMF”), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

Waiting Time - Any overtime or waiting times required due to unforeseen site events outside the control of Veolia will be invoiced according to the prevailing Veolia service labor rates sheet, available on request.

Reporting - Before leaving site, Veolia will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. Veolia will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the Veolia service representative's return to the office. In any case, Riddle Farms will be asked to sign a work order that describes the hours on site and tasks accomplished.

Veolia Duties for On-Site Services

- Veolia will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.
- Veolia will maintain public liability and property damage insurance covering all operations undertaken by Veolia and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond Veolia's standard insurance terms for on-site commissioning supervision, Riddle Farms must inform Veolia in writing 60 days prior to work commencement at site. Riddle Farms will be billed for all additional insurance costs and processing fees.
- Veolia will maintain workers compensation and employers' liability coverage as per statutory requirements.

5 Delivery

- **Freight**
 - **DDP** - Delivery will be by standard ocean/ground standard on the basis of DDP Glen Riddle WWTP, 11401 Gray's Corner Road, Berlin, MD 21811 or other named place of destination; Incoterms 2020. DDP = delivery duty paid.

Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Riddle Farms shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, Veolia will strive to provide these items on or before the delivery of the membranes.
 - **Title & Risk** - Title and risk of loss or damage to membrane modules, cassette frames, PLC upgrade materials and crating shall pass to Riddle Farms upon delivery at the named place of destination.



○ **International Shipment, Fees, and Duties**

- **Origin** - Delivery of ZeeWeed membranes originates from the Veolia Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in Veolia's quoted price.
- **Export Documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. Veolia will prepare and provide the required EPA documentation to the Carrier.
- **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by Veolia within the quoted price.
- **Duty** - Any new duty imposed after the date of this proposal is the responsibility of Riddle Farms.
- **Taxes** - All applicable local, state, or federal taxes are the responsibility of Riddle Farms.
- **Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by Veolia.
- **Packaging** – Factory-installed in operational cassette frames.
- **Unloading** - May require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with Veolia at the time of purchase order (PO) preparation on this.

shipping crate information (estimated)

Qty	Description	Dimensions (in.)	Weight (lb.)
6	ZW500D 16M cassette crate	L=108 x W=36 x H=83	1,634

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- Smaller crates/skids will be used for hardware items (spool connection components, etc.).
- **Handling** – ZW500D 16M membrane cassette frames are shipped and will arrive on-site on their sides. An eye bolt kit, included in this proposal, should be used to safely turn the cassette(s) upright. Adequate work area and height and equipment will also be needed to be available to safely turn the cassettes upright for installation.
- **Availability** - Delivery of membrane modules is typically 10-20 weeks after receipt of order.

With current global logistics and freight delays, delivery of membrane modules is estimated at **58 - 62 weeks** after receipt of order.

Definitive membrane module availability will be confirmed once a purchase order is received from Riddle Farms and acknowledgement of a purchase order is issued by Veolia.

6 ZeeWeed Configuration

Configuration data	Units	Previous ZW plant configuration	Proposed configuration after replacement/upgrade
number of trains, plant		2	2
type of ZeeWeed membrane		ZW500C	ZW500D
module surface area	ft ²	220	430
		250	
total number of cassette spaces per train		3	3
maximum number of modules per cassette		22	16
fully populated cassettes installed per train		2 ^{note 1}	--
flex cassettes installed per train		--	3
installed number of modules per flex cassette		--	12
total module count, train		44	36
total surface area in operation, train	ft ²	10,340	15,480
total module count, plant		88	72
total surface area in operation, plant	ft ²	20,680	30,960
% surface area change from existing, plant	%	--	50%
minimum temperature	°C	10	10
flow capacity, average daily flow ADF	MGD	0.20	0.28
design net flux at ADF at min. temp.	GFD	9.67	9.04
flow capacity, maximum daily flow MDF	MGD	0.40	0.56
design net flux at MDF	GFD	19.34	18.09

Note 1: Each train had one (1) cassette installed with 220ft² modules and one (1) cassette installed with 250ft² modules.

Note 2: The stated flows are based on membrane capacity only. Verification of the capacity of other equipment and systems, including but not limited to permeate pumps, RAS pumps, blowers, biological treatment tanks, piping etc., has not been considered.

Note 3: The basis of design used for this upgrade is the original ZeeWeed design conditions for the Glen Riddle WWTP.

7 Scope - Riddle Farms

7.1 Installation Preparation

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply. Prior to off-loading, Buyer to confirm temperature indicators have not been tripped.
- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Riddle Farms is responsible for risk of loss of Seller's parts while in storage at the customer's plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to Veolia arriving at site.
- Installation of all Veolia supplied loose-shipped equipment (drop frames).
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.

7.2 Installation

- Provide 1 or more plant personnel to work continuously for the full duration of the Veolia site visits during installation and commissioning of the modules. Veolia recommends that at least one of the personnel be experienced with the ZeeWeed system.
- Riddle Farms will afford Seller's personnel free access and egress of the facility for all authorized work. Riddle Farms will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any

repair and maintenance requirements of the system during installation. Riddle Farms will provide Seller's personnel reasonable access to the facility amenities, including washrooms and break rooms.

- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while Seller's staff members are on-site.
- Riddle Farms will provide assistance to:
 - Remove membranes/cassettes from the system as required;
 - Install new ZeeWeed cassettes into the system with spools.
- Riddle Farms will:
 - Dispose of all retired membrane modules and cassette components;
 - Dispose of shipping and packaging materials unless specifically requested not to do so by Veolia.

Controls Upgrade – Optional Adder

- Riddle Farms or their third party designate will be responsible for installation of all instruments, and all related wiring, conduit, HMI panel mounting, and electrical work needed to facilitate this upgrade.
- Riddle Farms will be responsible to report to Veolia regarding any new I/O added by Riddle Farms. This will allow Veolia to verify that there is sufficient I/O available to accommodate the additional equipment supplied by Veolia for this upgrade. Additional costs will be added if additional hardware or support is required
- Any integrated control system may require modifications as part of this work. Veolia has included engineering support for required changes to the membrane control system. Riddle Farms will be responsible for any required updates to extended plant controls or SCADA that are not expressly included in Veolia's scope.



8 Solution Design Notes

8.1 Permits

Regulatory Requirements

Riddle Farms is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. Veolia will provide the necessary manufacturer's technical support on regulatory issues.

Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.

Utilization

Veolia understands that these modules are required as replacements for currently installed modules.

It is Veolia's understanding that the cassette/drop frame support system (beams etc.) is already installed. If this is not so, please advise Veolia and request that this be added to the proposal.

Production Interruption

During installation of the ZeeWeed cassettes, trains will be shut down which will affect Riddle Farms treatment capacity. After the purchase order is acknowledged, Veolia's project manager for the installation will consult with Riddle Farms to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.

8.2 Maintenance Notes for Replacement Membranes

At the time of any full plant or full train membrane replacement, it is recommended to evaluate whether it is the right time to address any tank coating repairs which may be required.

Preferential Flow

Mixing a small proportion of new modules in trains with large amounts of older modules is not recommended as it creates a risk of over-fluxing of new modules, which can shorten their lives. Veolia recommends that Riddle Farms plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules in the plant, this risk has been neutralized.

Membrane Slack

Veolia's membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant’s membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

Maximum Operating Temperature	Recommended Slack Inspection Frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

Bubble Test Pressure

The bubble test pressure for the purchased membranes is 2 psi horizontally and 3 psi vertically.

8.3 Technical

Benefits of ZW500D Modules

The technical and economic advantages of the ZW500D modules include:

- Higher surface area density;
- Each module is individually removable to simplify access for efficient membrane maintenance;
- Veolia investments in R&D will continue to improve upon the ZW500D technology.

New Cassette Frames

There are considerable benefits that come with replacing cassette frames at the same time as membranes are replaced. Replacing membranes at the same time as cassettes can be cost competitive and lower risk compared to replacing modules alone from individual boxes for the reasons described below. In this case, as Riddle Farms moves from ZW500C modules to ZW500D modules, a change to a new cassette frame is a necessity but the benefits still apply.

- Doubled packing density of modules in the cassettes reduces shipping costs.
- Reduce labor for installation.
- Shorten plant down-time.
- Plastic cassette components are subject to aging with time and exposure to chemicals. Replacing plastics with each new generation of membranes reduces the risk of cassette component repair events.
- Remove the opportunity for module damage during installation.



- Reduce packaging waste and lower disposal cost.
- Replaced stainless steel frames can be sold for scrap.

Lifting Weight & Height

The lifting weight ranges for ZW500D cassettes differ from the current ZW500C cassettes and need to be considered to ensure that the site has adequate lifting capacity available to install and later remove the cassettes safely.

Cassette Type	Lifting Weight Range (lb.)	Cassette Height (in.)
ZW500D 16M	1,713 – 3,208	98.9

Cassette lifting weight ratings have a range as weights may vary due to the number of modules in the cassette and the degree of solids accumulation in an upset condition.

Riddle Farms is also responsible to undertake an on-site confirmation that crane lifting heights are adequate in all areas of the plant to accommodate this proposed change.

LEAPmbr aeration upgrade - simple & efficient

LEAPmbr aeration technology is Veolia's latest technology advancement for wastewater treatment which incorporates a dramatically simplified, more efficient membrane aeration system offering significant savings in operating cost.

- Reliability through simplified design – Innovation doesn't have to be complex. With simplicity as a design objective, LEAPmbr has reduced membrane aeration equipment and controls without compromising on flexibility;
- Energy savings – LEAPmbr, with its reduced blower output requirements for scouring air, can provide a 30% reduction in blower energy use under normal operation and up to a 50% reduction depending on the system configuration;
- Maintenance savings – LEAPmbr aeration eliminates the requirement for high-frequency cyclic valves and the associated maintenance. Compressed air requirements are also reduced.

Other Considerations

Blowers

For the purposes of this proposal, the range of blower capacity has been assumed to be adequate for this upgrade.

Any resheaving parts as well as mechanical and electrical adjustments required to meet new air flow will be completed by Riddle Farms or their 3rd party designate. Veolia will assist Riddle Farms in determining correct air flow requirements for the new plant configuration.

Pre-Screen

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber. Veolia recommends that an internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm with no possibility of bypass or carryover be operated upstream of the new membranes to ensure effective operation and to maximize membrane life.

9 Health & Safety

Riddle Farms

- Riddle Farms will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Riddle Farms will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- Riddle Farms will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Riddle Farms' policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Riddle Farms will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- If any type of lifting devices will be used on site, Riddle Farms will provide proof of its maintenance, inspection and certification documentation upon request and will assist the Veolia service representative to complete a safety inspection checklist.
- Where confined space entry may be required, Riddle Farms will provide early notice and will collaborate with Veolia in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Riddle Farms will advise Veolia of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Riddle Farms at rates set out in the prevailing Veolia labor rate sheet.
- Where certain short duration activities require two people for safety and the Veolia Service representative is alone at site, Riddle Farms will cooperate as required to assure that correct safety precautions are taken.
- Riddle Farms is responsible for the following environmental provisions:



- Environmental use and discharge permits for all chemicals at Riddle Farms' facility either listed in this document or proposed for use at a later date;
- Any special permits required for Seller's or Riddle Farms' employees to perform work related to the water treatment system at the facility;
- All site testing, including soil, ground and surface water, air emissions, etc.;
- Disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- Riddle Farms is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Riddle Farms' own employees, including provision of:
 - Eyewash and safety showers in the water treatment area;
 - Chemical spill response;
 - Security and fire protection systems per local codes.

Veolia

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The Veolia service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Riddle Farms or Veolia.
- Veolia will provide all applicable safety training required by Veolia policies or by state or national health and safety regulations. The Veolia service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, Veolia will act, without previous instructions from Riddle Farms, as the situation warrants. Veolia will notify Riddle Farms immediately thereafter.

10 ZeeWeed Membrane Module Standard Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules ("membrane modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.



1 Definitions

The follow terms shall have the meaning set forth below when used in the warranty document:

- a. "Buyer" means the party purchasing the ZeeWeed Modules from the Seller
- b. "Seller" means a business component of, or legal entity within the Veolia Water Technologies & Solutions business which is selling the ZeeWeed membranes.

2 Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fiber ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

3 Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4 Warranty Start Date

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

5 Warranty Duration

Total Warranty Duration: a total of **24** months of full replacement warranty coverage.

6 Notification Of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;



- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7 Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see section 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8 Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

9 Operating Information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

10 Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure

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to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.

- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.
- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.

11 Return Procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labor rates.

12 Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.



11 Terms and Conditions of Sale

A - Specific Terms and Conditions of Sale

These terms take precedence over the general terms and conditions of sale.

1 Legal Entity for Contracting

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the Veolia Water Technologies & Solutions business (Veolia).

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up. We are keen to make the purchase process as convenient as possible for Riddle Farms.

short form: Where a short reference is required in this document, for convenience, we are called simply **Veolia**.

2 Payment

Veolia prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for ZENON Environmental Corporation	
send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com	
Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202	ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012

3 Payment Terms

On approved credit, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a Veolia Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

4 Proposal Validity

Prices quoted and proposal terms are valid up to **Sixty (60) days** after the date of issue of this proposal unless confirmed with a purchase order.

5 Bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

6 Assignment of Membrane Warranty

The Buyer will be entitled to assign to a subsequent owner of the membranes the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the membranes. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party.

7 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to Riddle Farms without mark-up.



8 Warranty on Programming

Veolia warrants that the PLC program will conform to the specifications in the relevant sections of the CLSC and OSC (revised for the project) and will be free from defects in workmanship when operated at all times in accordance with Veolia's written instructions. If any defects are found and reported by Riddle Farms within a period not exceeding twelve (12) months beyond the completion of the site acceptance test, Veolia will make modifications to the PLC code as deemed necessary. Any changes requested by Riddle Farms after this period will be at the customer's expense.

9 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to nam.service.pocentral@veolia.com. If you are not able to provide a PO, please contact us for alternatives.
- **Veolia legal entity** – Please be sure your purchase order is issued in the name of the specific Veolia legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up.
- **Quotation Number** – Please reference the quotation number in your PO.
- **Product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- **Taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- **Payment Terms** – Please acknowledge the payment terms included with the quotation.
- **Bill-to Address** – Please include contact information for your accounts payable.
- **Ship-to Address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- **Delivery Date** – Please include your requested delivery date.

B – General Terms and Conditions of Sale

Veolia's standard terms and conditions apply. See Attachment A

Note to purchasing agent: The Veolia's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.



12 Signed Agreement

Through the issue of this proposal, Veolia signals their intent to enter into an agreement with Riddle Farms. Riddle Farms and Veolia acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**Offered by
Legal Entity:** ZENON Environmental Corporation, also known as Veolia or Seller

**Accepted
by Legal
Entity:** Worcester County Department of Public Works
also known as Riddle Farms or Buyer

**Authorized
Signature
by:** _____

Title: _____

**Signature
Date:** _____

Signature: x _____

Purchase Order No: _____

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail or • by fax.

1) this signature page completed

to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

nam.service.pocentral@veolia.com

or

Veolia Water Technologies & Solutions

attention: Contracts Administrator

Please contact

nam.service.pocentral@veolia.com

for correct address

or

fax no.: 905 465 3050

This agreement comes into force when Veolia has issued a formal acceptance of Riddle Farms' Purchase order or formal acceptance of this Riddle Farms signed agreement.

doc. control: author: DP(rev3), AA (rev 2)JP(rev 0,1), filename: Riddle Farms 496439-3 membrane upgrade 72xZW500D 430ft² Mar-10 2023
last modified: 3/10/2023 9:41 AM technical review: JE (rev 0,2,3), YM (rev 1) commercial review: JE (rev 0,2,3) MS (0,2,3) DOA: Bikt



Attachment A Veolia Standard Terms and Conditions

- 1. Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.
- 2. Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.
- 3. Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
- 4. Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.
- 5. Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. Warranties and Remedies. Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) Chemicals and services, for six (6) months from their date of delivery or the provision of Services;
- (b) Consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) Spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) Ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) Software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller; the warranty shall be the manufacturer's transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such



damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

8. Compliance with Laws and Permits. All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

9. Buyer's Site Conditions. Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

10. Hazardous Materials and Wastes. In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.



13. Confidentiality, Intellectual Property. Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

14. Limitations on Liability. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.



For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

15. Termination. This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) Fails to make any payment when due or to establish any payment security required by this Agreement or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

16. Governing Law, Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of Maryland. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the Buyer and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

17. No Nuclear Use. Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

18. Export Control. Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

19. Changes. Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

21. No Third Party Beneficiary. Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. Entire Agreement. This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.



Attachment B ZW500D 16M cassette drawing

ZW500D 16M LEAPmbr system connection drawing (1 page – attached)

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

MEMORANDUM

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: April 10, 2023
 SUBJECT: MD 611 Shared Use Path MOU & Cost Share Agreements

Public Works is requesting Commissioner approval of the attached Memorandum of Understanding (MOU) and Cost Share Agreements for the feasibility study of the MD 611 Shared Use Path. This project is funded by two grants, the Transportation Alternative Program (TAP) and the Bikeways program. The total cost of the study is \$124,000 with TAP providing 80% and Bikeways providing the remaining 20%. The study will be conducted using a MDOT-SHA consultant since MDOT follows Federal procurement methodology which is required by the grant administrators and portions of the path are likely to be located in SHA ROW.

Three documents are included with this memo: 1) a MOU for the TAP grant; 2) a Cost Share Agreement for the Bikeways grant; and 3) a Cost Share Agreement with MDOT – SHA District 1, to utilize their consultant to conduct the study. The request to apply for these grants was approved by the Commissioners on February 1, 2022. The project covers a preliminary study to determine the feasibility of constructing a shared use path along MD 611 from US 50 to Assateague State Park. The study will identify a potential layout of the path by evaluating items such as right-of-way needs, exiting utilities layout, and environmental concerns.

The documents have been reviewed by the County Attorney who has advised the signatories will need to be adjusted but the text of the documents is acceptable.

Please let me know if there are any questions.

Attachments

Cc: Roscoe Leslie

P0XXXXX

MEMORANDUM OF UNDERSTANDING
for
MD 611 Shared Use Path

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in two originals made and entered into this _____ day of _____ 2023, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the Maryland Department of Transportation State Highway Administration, hereinafter called “**MDOT SHA,**” and the Worcester County Department of Public Works, hereinafter called the “**PROJECT SPONSOR.**”

- WHEREAS,** certain funds have been set aside in the Federal funding for the Transportation Alternatives Set-Aside from the Surface Transportation block Grant Program (STBG) (23 U.S.C. 133(h)) under the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”) for the purpose of providing funding many smaller-scale but critically important multimodal transportation projects at both the State and local level. The TA Set-Aside provides funding for a variety of transportation projects such as pedestrian and bicycle facilities, construction of turnouts, overlooks and view areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school project; and vulnerable road user safety assessments, hereinafter called the “TRANSPORTATION ALTERNATIVES (TA) PROGRAM”; and
- WHEREAS,** in accordance with IIJA Act, the Maryland Department of Transportation may reimburse the PROJECT SPONSOR up to an amount not to exceed eighty (80) percent of the eligible expenses of a project that is part of the TA PROGRAM, as those terms are hereinafter defined; and
- WHEREAS,** the PROJECT SPONSOR will conduct a study to determine the feasibility of a shared-use path to safely connect residents and tourists in West Ocean City to Assateague State Park along MD 611.
- WHEREAS,** reimbursement of expenses for a PROJECT under the TA PROGRAM is subject to meeting State and Federal requirements; and
- WHEREAS,** the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and
- WHEREAS,** the PROJECT SPONSOR and MDOT SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

WHEREAS, completion of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of Worcester County and the State of Maryland.

WHEREAS, MDOT SHA is responsible for the oversight and assistance to the PROJECT SPONSOR’s project financed with federal funds in accordance with Title 23 U.S.C; 23CFR 635.105; containing regulations (general and permanent rules published in the Federal Register) relating to highways including 2 CFR200. Regulations based on Civil Rights requirements in 49 CFR Part 21, the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations set forth procedures whereby services and facilities of the PROJECT SPONSOR may be utilized on federally aided projects and require that an agreement be executed between MDOT SHA and the PROJECT SPONSOR setting forth the conditions under which any project would be implemented; MDOT SHA determines a sub-recipient of Federal funds is able to satisfy the following under (23 U.S.C. 106(g)(4)); and

WHEREAS, the PROJECT SPONSOR has adequate project delivery systems and sufficient accounting controls to properly manage projects; and

WHEREAS, the PROJECT SPONSOR is staffed and equipped to perform work satisfactorily and cost effectively and adequate staffing and supervision exists to manage the Federal project; and

WHEREAS, all parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA’s Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document as **Exhibit A**. The term “Acts” in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term “Regulations” in Appendix A refers to 49 CFR Part 21 and 28 CFR Section 50.3. The term “Recipient” in Appendix A refers to MDOT SHA.

WHEREAS, the PROJECT SPONSOR desires to cooperate with MDOT SHA in carrying out the PROJECT in accordance with the regulations, policies and procedures of the Federal Highway Administration (FHWA), with the provisions of MDOT SHA’s, USDOT Order dated August 14, 2014 and Stewardship Agreement between MDOT SHA/FHWA dated May 21, 2015, where applicable.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. DEFINITIONS

- A. “APPLICATION” is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- B. “ESTIMATED PROJECT COST” is the total estimated cost to complete the feasibility study PROJECT.
- C. “AWARD LETTER” is the written document from MDOT SHA awarding funds for the PROJECT to the PROJECT SPONSOR.
- D. “AWARD” is the amount of TA PROGRAM funds allocated for this PROJECT.
- E. “MATCH” is the monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TA PROGRAM. The MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST.
- F. “ACTUAL PROJECT COST” is the total actual cost to complete the feasibility study. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST and will be determined *after* the PROJECT has been completed.

II. DESCRIPTION OF PROJECT

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TA Program supports communities in their development of projects that improve residents’ quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
 - Rehabilitate historic transportation buildings;
 - Manage vegetation;
 - Construct turnouts and overlooks;
 - Convert abandoned railway corridors into shared-use trails;
 - Mitigate highway runoff; and
 - Provide other non-traditional, transportation-related alternatives to the state transportation system
 - Infrastructure and non-infrastructure improvements, within a two (2) mile radius to aid elementary, middle and high schools.
- A. The PROJECT shall consist of a study to determine the feasibility of a shared-use path to safely connect residents and tourists in West Ocean City to Assateague State Park along MD 611.

III. PROJECT FUNDING

- A. The PROJECT term will be a total of sixty (60) months or five (5) years. All PROJECT activities shall begin on the MOU execution date and continue for 60 months. The following activities will be completed during the stated time period:
- i. Complete the feasibility study activities within five (5) years of the execution date of this MOU.
- B. The AWARD shall not exceed the lesser of **ONE HUNDRED NINE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$109,120)** or eighty (80) percent of eligible ACTUAL COSTS, *whichever is lesser amount*.
- C. The ESTIMATED PROJECT COST for the PROJECT is **ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND ONE DOLLARS (\$136,401)**. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only feasibility study expenses directly related to eligible TA Program activities are eligible for TA Program funding.
- E. If the ACTUAL PROJECT COST *exceeds* the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is *less* than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%).
- G. The PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *five years later*.
- H. All project activities must be completed on or before the end of the PROJECT term.
- I. If MDOT SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- J. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to MDOT SHA all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon request by MDOT SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to project non-completion, as stated herein, then MDOT SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies previously paid to the PROJECT SPONSOR.

IV. PROJECT MATCH

- A. The MATCH is estimated to be **TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$27,280)**. All match activities must be directly related to the proposed TA Program project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty (20) percent of the final AWARD.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH. (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds)
- D. The amount of MATCH required for any other funds, grants, or activities paid by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. Items such as preliminary engineering, right-of-way acquisition and related activities, such as survey work and plat preparation, grant management or the required NEPA work are not eligible for reimbursement or for the cash portion of the MATCH.
- F. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

V. PROJECT PAYMENT

- A. MDOT SHA shall use the AWARD to reimburse the PROJECT SPONSOR for MDOT SHA's share of the ACTUAL PROJECT COST, to include feasibility study activities.
- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU stated in *Section II. Project Description, paragraph A* and the cost principles set forth with the TA program.
- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic reimbursement reports are submitted no later than one month after the end of the reporting period and in the case of the final reimbursement report, one month after the PROJECT period end date.
- D. The PROJECT SPONSOR shall submit to the TA Program Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in performing the PROJECT. Invoices shall contain sufficient documentation and proof of payment, in the MDOT SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement.

- E. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by MDOT SHA shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.
- F. If any other funds, grants, or activities paid for by MDOT SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to MDOT SHA.
- G. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs and make the documents available upon request by MDOT SHA.
- H. Reimbursement claims received after the MOU end date will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the PROJECT SPONSOR.
- I. Prior to the final payment of the AWARD by MDOT SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- J. MDOT SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
 - i. the invoice contains all necessary information for processing, in MDOT SHA's discretion,
 - ii. no charges are disputed by MDOT SHA,
 - iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
 - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.
- K. If the Federal Aid PROJECT is not under construction within ten (10) years of the date this MOU is executed, the PROJECT SPONSOR shall return to the MDOT SHA all AWARD monies previously paid to the PROJECT SPONSOR immediately upon request by the MDOT SHA. Any obligation or liability of the PROJECT SPONSOR to return the AWARD to the MDOT SHA under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of such funds.
- L. The PROJECT SPONSOR shall invoice MDOT SHA on a monthly *OR* quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of MDOT SHA, to evidence actual cost incurred. A sample template is provided as Exhibit B and is submit to change. In addition, the following conditions apply:

- i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
 - ii. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to MDT SHA that all activities associated with the TA funding AWARD have been completed in accordance with State and Federal law and this MOU.
- M. MDOT SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COSTS after the PROJECT closeout package has been accepted and processed.
- N. Funding of the PROJECT is not a guarantee of future TA Program funding for any future phases of the PROJECT.
- O. In making requests for reimbursement, Project Sponsor must comply with the cost principles set forth in [2 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments \(OMB Circular A-87\)](#), [2 CFR Part 220 - Cost Principles for Educational Institutions \(OMB Circular A-21\)](#), or [2 CFR Part 230 - Cost Principles for Nonprofit Organizations \(OMB Circular A-122\)](#) , as applicable.

VI. PROJECT REPORTING

- A. The PROJECT SPONSOR will provide monthly electronic progress reports to MDOT SHA in the format that will be supplied by MDOT SHA. The report is due to MDOT SHA by email the fifth business day of each month. Right-of-way only project monthly progress reports are required until settlement has occurred.
- B. The requirements of MDOT SHA as required in the 2CFR Part 200.501 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, issued December 26, 2014 and the Federal Single Act must be followed by those PROJECT SPONSORS receiving \$750,000 or more in federal funds. The Single Audit Act of 1984, PL 98 502 amended by PL 104 156, described in “Office of Management and Budget Circular A-133” requires PROJECT SPONSOR to obtain an audit that includes internal controls and compliance with Federal laws and regulations of all federally fund programs in which the PROJECT SPONSOR participates.

VII. FEASIBILITY OF PROJECT

- A. Prior to the advertising the PROJECT, prepare and submit to MDOT SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.
- B. Coordinate and conduct any required public hearings or requests for public input.

- C. If using AWARD funding for completing a feasibility study, the project sponsor must adhere to all State and Federal regulations pertaining to hiring a consultant or project manager. Obtain approval from MDOT SHA prior to hiring a consultant or project manager.
- D. Prior to issuance of any Request for Proposal (RFP), submit any proposed RFP to MDOT SHA for review and approval.
- E. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of [49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#) or [49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations](#), as applicable.
- F. Design the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- G. PROJECT SPONSOR, to the indemnity and save harmless the State of Maryland, the MDOT SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents, unless claims, actions, damages or liability arises out of the negligent acts of the MDOT SHA, or its agents or contractors. The PROJECT SPONSOR's liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act.Md.Code Ann..Cts&Jud.Proc.Sec.5-301.et seq.(the "LGTCA"): and Md.CodeAnn..Cts.&Jud.Proc.&5-5A-02.(together the "County Indemnification Statues"), all as amended from time to time. This indemnification is not intended to create any rights or causes in any third parties or to increase the Project Sponsor's liability over and above the caps provided in the Indemnification Statues, as applicable.
- H. Notify the SRTS Manager at least sixty (60) days before PROJECT is complete to schedule a closeout meeting.

VIII. ADVERTISING

- A. Coordinate and supervise the advertisement, bid process, and award of the PROJECT contract including, but not limited to, the following:
 - i. Prepare advertisement package in accordance with the State and Federal procurement laws and regulations and submit to MDOT SHA for review and written approval (Notice to Advertise letter) *prior* to advertisement.

- ii. Advertise for bids in accordance with State and Federal procurement laws and regulations after MDOT SHA has provided written approval of the bid package.
 - iii. Notification must be sent to TA Program Manager, Federal Aid Program group and local District office of the bid date to have a MDOT SHA representative attend.
 - iv. Open bids in accordance with State and Federal procurement laws and regulations.
 - v. Evaluate the bids to determine which bidder will receive the award. Review selection tabulation and score sheet. The award shall be made to the *most qualified bidder*.
 - vi. Submit to MDOT SHA documentation of all bidders, bid costs and a recommendation of award. Award of the contract cannot be given to a prospective bidder until MDOT SHA has concurred with the recommendation and approves the negotiated price is reasonable.
 - vii. After written receipt of the negotiated price is reasonable from MDOT SHA, award the contract and issue Notice to Proceed (NTP) *to the most qualified bidder*.
- B. If the PROJECT SPONSOR agrees to partner with District 1 to obtain design assistance to complete the PROJECT, a Cost Sharing Agreement, between County and District, will also be executed.

IX. PROJECT SPONSOR SHALL

- A. In the event that MDOT SHA undertakes future highway-related improvements within MDOT SHA's right-of-way that impact the PROJECT, the PROJECT SPONSOR shall be responsible for the redesign and relocation of the PROJECT, at the PROJECT SPONSOR's sole expense.
- B. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, structural repair, storm water management, aesthetic treatments, safety amenities, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.
- C. If a public event is scheduled for the PROJECT, notify MDOT SHA's Office of Communications at least thirty (30) days prior to the event.
- D. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way

connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

X. MDOT SHA SHALL:

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring MDOT SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements, <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm>.
- C. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to MDOT SHA for ACTUAL PROJECT COSTS, as determined solely by MDOT SHA.
- D. Process the request from the PROJECT SPONSOR for final payment after receiving the completed closeout package from the PROJECT SPONSOR.
- E. Upon receipt and approval of the closeout package, reimburse within thirty (30) days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

XI. GENERAL

- A. This PROJECT is subject to the TA Program Milestone Policy, which is included herein by reference and located online at http://roads.maryland.gov/OPPEN/Milestones_Policy.pdf
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
 - i. all obligations of the MDOT SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
 - ii. MDOT SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT;
 - iii. If the PROJECT does not meet the provision of the Milestone Policy and cannot be completed as described in the MOU, then the AWARD will be withdrawn and the PROJECT SPONSOR shall return any disbursed funds to MDOT SHA, immediately upon request. If the project sponsor fails to return the disbursed AWARD monies as stated herein, then MDOT SHA may make a deduction from the PROJECT Sponsor's share of Highway User Revenues in an amount equal to the AWARD monies previously paid to the PROJECT SPONSOR.

- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to MDOT SHA for distribution to other TA PROGRAM projects in MDOT SHA's sole discretion.
- E. This MOU shall ensure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of MDOT SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- G. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- H. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion of affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- I. The signatories for the PROJECT SPONSOR and Fund Recipient certify that the PROJECT SPONSOR and Fund Recipient will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 ([49 CFR Part 29 Subpart F](#)).
- J. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or suspended** or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.
- K. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR and Fund Recipient certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- L. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the

adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- M. In accordance with Section 4 of [Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving](#), the signatories for the PROJECT SPONSOR and Fund Recipient will seek to adopt and enforce policies that ban text messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.

- N. Pursuant to the requirements of [49 CFR Part 18, Section 18.42 – Retention and Access Requirements for Records](#), the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by MDOT SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven (7) year period, whichever is later.

- O. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Dallas Baker Jr., P.E.
 Director
 Worcester County Department of Public Works
 6113 Timmons Road
 Snow Hill MD 21863
 Phone: 410-632-5623
 E-mail: dbaker@co.worcester.md.us

If to MDOT SHA:

Mark Crampton
 District Engineer, District 1
 MDOT SHA
 660 West Road
 Salisbury MD 21802
 Phone 410-865-1125
 E-mail: mcrampton1@mdot.maryland.gov

All invoices for TA PROGRAM FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal
TA Program Manager
MDOT SHA
Regional and Intermodal Planning Division

Mail Stop C-502
707 North Calvert Street
Baltimore MD 21202
Phone: 410-545-5659
E-mail: cbernal@mdot.maryland.gov

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

Witness

By: _____
Tim Smith, P.E. Date
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

Dayna Pachman
Assistant Attorney General

Matt Baker
Acting Director of Office of Planning and
Preliminary Engineering

William J. Bertrand
Director of Office of Finance

ATTEST: **WORCESTER COUTNY**

By: _____ Date
INSERT NAME INSERT NAME
INSERT TITLE

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

INSERT NAME
INSERT TITLE

**Exhibit A: Maryland Department of Transportation State Highway
Administration Standard Title VI Assurances**

Appendix E

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit B: Invoice Cover Letter

[ON PROJECT SPONSOR LETTERHEAD]

Date

Ms. Christy Bernal
 Transportation Alternatives Program Manager
 Regional and Intermodal Planning Division
 Maryland State Highway Administration
 707 N. Calvert Street, C-502
 Baltimore, MD 21202

RE: **[Project Title]**
 State Highway Project Number: -- *if applicable*

Invoice Number - (Must be a unique number)

Dear Ms. Bernal:

This is to inform you that the **[Project Sponsor]** has completed approximately ___% of the work needed to complete the **[Project Title]**, using \$**[Award Amount]** in Transportation Alternatives Funds. At this time **[Project Sponsor]** respectfully requests reimbursement from the Maryland State Highway Administration for the **[description of material/labor supplied for this portion of project]**.

Project Information

Federal ID Number	
Total Cost of Project	
TAP Awarded Amount	
TAP Match Requirement Amount	
Timeframe Invoice Covers	
TAP funds requested for reimbursement with this invoice	
20% Match amount for this reimbursement	

Remit payment to the following address:
(Provide the address that the reimbursement is to be paid)

Please find the following items enclosed:

- 20% Match documentation
(Provide detailed report presenting the breakdown of how you have spent this money on the project with invoices and canceled checks)
 - Copy of invoice from contractor/vendor to sponsor
(Include copy of invoice)
 - Copy of cancelled check paid to contractor/vendor
(Include copy of cancelled check(s))
- Should you have any questions or require additional information, please contact me at XXX-XXX-XXXX.

Sincerely,

[Name and Title]
[Project Sponsor]

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities, and Others

Description of work: Consultant services to study the feasibility of a shared-use path to safely connect residents and tourists in West Ocean City to Assateague State Park along MD 611.

1. I, Dallas Baker, Director, [Month dd, 20yy]
Name Title Date
 being authorized to act on behalf of Worcester County Department of Public Works
Name of County, Municipality, or Other Party

Billing address: 6113 Timmons Road
Snow Hill MD 21863

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
 - a. Manage the entire project.
 - b. Provide services as described above or in the supplemental Attachment A.

3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)

Date of Agreement: N/A
 or
 Date of TA Program Master Agreement: _____
 and
 Date of Supplemental Letter: N/A

4. The total estimated costs of this project; \$ 124,000, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at: (check one)
 - a. 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement, or
 - b. Not to exceed \$ _____.

COST SHARING AGREEMENT

Page 2

- 5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities, and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
- 6. Estimated funds are available and will be paid by the Counties, Municipalities, and other State Agencies: (check one)
 - a. By payment of all costs expended to date within 30 days of receipt of SHA’s progress billings.
 - b. By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA’s progress billings. *Please note the BW2023_WO-21 MD611 SUP Study Cost Sharing Agreement.*
- 7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
- 8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly.
 - A project/local share which exceeds \$60,000 will be billed monthly.
- 9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
- 10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Dallas Baker
 Director, Worcester County
 Department of Public Works

Date

District Engineer or Senior Manager

Date

SHA 30.0-032L
 Effective 10/01/03

ATTACHMENT A
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION (MDOT SHA)
Cost and Price Summary - Consultant Services Contract
TOTAL PROJECT SERVICES

ADMINISTRATION:	MDOT SHA	DATE:	January 31, 2022
CONTRACT:	BCS 2018-03B Traffic Engineering Services, District 1		
TASK NO.:	TBD	CONSULTANT:	McCormick Taylor, Inc.
CHARGE NO.:	TBD	CONSULTANT NO.:	06097.XXXX
PROJECT:	MD 611 Shared Use Path Feasibility Study	SUBCONSULTANTS:	Daniel Consultants, Inc. Connor Support Services, LLC

McCormick Taylor, Inc.					
1. Direct Labor:	975	Man Hours x	\$41.80	Average Hourly Rate (See Page 2)	\$ 40,759.21
2. Escalation:	0.00%	of Item 1			
				SUBTOTAL	\$ 40,759.21
3. Payroll Additives:	P.B. and O.H.	182.21%	of Item 1 & 2		\$ 74,267.36
4. Total of Items 1, 2, and 3 above					\$ 115,026.57
5. Fixed Fee:	a. Dollar amount to cover Profit and other factors				\$ 8,559.43
	b. Line 5a represents	21%	of Line 2a		
				TOTAL LABOR	\$ 123,586.00
6. Direct Expenses					
a. Local Travel	500	miles @	\$ 0.585	Per Mile =	\$ 292.50
b. Meals and Lodging					-
c. Printing / Mounting					-
d. Telephone, Fax, Postage, Photographs, and Miscellaneous					121.50
				TOTAL DIRECT EXPENSES	\$ 414.00
				TOTAL McCORMICK TAYLOR FEE	\$ 124,000.00
7. Subcontractor (separate Cost and Price Summary for each firm to be appended)					
	Name	Amount	Percent		
a.	Daniel Consultants, Inc.	\$ -	0.00%		
b.	Connor Support Services, LLC	\$ -	0.00%		
		\$ -	0.00%	TOTAL SUBCONSULTANTS	\$ -
8. Other (Specify)					
a.		\$ -			
b.		\$ -			
				TOTAL OTHERS	\$ -
9. TOTAL ESTIMATED FEE FOR THIS TASK					\$ 124,000.00

ATTACHMENT B

McCormick Taylor, Inc.
AVERAGE HOURLY RATE

Task No. TBD

MD 611 Shared Use Path Feasibility Study

Job Classification	Avg. Hourly Rate	Hours	Extension
1 Supervisor	\$ 79.01	X 29	= \$ 2,291.29
2 Traffic Engineer	56.13	X 130	= 7,296.90
3 Highway Engineer	49.84	X 186	= 9,270.24
4 Transportation Engineer/Designer	35.47	X 290	= 10,286.30
5 Hydrologic & Hydraulics Engineer	37.64	X 156	= 5,871.84
3 CADD/Draftsman	31.21	X 184	= 5,742.64
		Total	\$ 40,759.21
Average Rate equals Extension divided by hours		975	\$ 41.80

McCormick Taylor, Inc.
MAN-HOUR BREAKDOWN

Task No. TBD

MD 611 Shared Use Path Feasibility Study

Part Number	Task Description	Supervisor	Traffic Engineer	Highway Engineer	Transportation Engineer/Designer	Hydrologic & Hydraulics Engineer	CADD/Draftsman	TOTAL
1	Field Investigation/Site Inventory	4	24	24	24	24	10	110
2	Base Mapping	3	28	72	134	48	116	401
	<i>Corridor-wide base mapping</i>	1	24	32	80	24	80	241
	<i>Property mosaic</i>	1		24	30		20	75
	<i>Utility base map</i>	1	4	16	24	24	16	85
3	Concept Development	6	36	48	88	48	42	268
	<i>Preliminary Concept</i>	4	28	40	80	40	38	230
	<i>Cost Estimate</i>	2	8	8	8	8	4	38
4	PIR	8	24	24	32	24	16	128
5	Project Management/Coordination	8	18	18	12	12		68
	<i>Grand Total</i>	29	130	186	290	156	184	975

Page 3

MARYLAND DEPARTMENT OF TRANSPORTATION
THE SECRETARY’S OFFICE

and

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
COST SHARING AGREEMENT



**Purpose: Documentation of Costs for Services Provided on Behalf of MDOT TSO
Office of Planning and Capital Programming**

Description of work for the MD 611 Shared-use Path Feasibility Study:
Feasibility study and preliminary design services for the MD 611 Shared-use Path in Worcester County from US Route 50 to Assateague Island.

I, Heather Murphy, Director, Office of Planning and Capital Programming, _____
Name Title Date

Being authorized to act on behalf of the Maryland Department of Transportation

Billing address: 7201 Corporate Center Drive
Hanover, MD 21076

Do assure that:

1. Funds are available and will be paid by the MDOT Kim Lamphier Bikeways Network Program administered by the Maryland Department of Transportation and listed in The Secretary’s Office (TSO) section of the 2023-2028 CTP.
2. These funds are part of an award to Worcester County Department of Public Works which they are using as the 20% MATCH funds for the Transportation Alternatives Program (TAP) with the MDOT State Highway Administration (MDOT SHA) as per Section IV Paragraph A of the MD 611 Shared-Use Path MOU (Control # P0XXXXX). MDOT SHA will conduct the MD 611 Feasibility Study on behalf of Worcester County.
3. The funds from the MDOT Kim Lamphier Bikeways Network Program will be directly provided from TSO to MDOT SHA when eligible project invoices are processed with MDOT SHA on behalf of Worcester County.
4. The total estimated cost of this assistance is not to exceed \$27,280.12, which includes the payroll fringe benefit expenses on direct labor and the administrative and general overhead expenses at the prevailing rates.
5. Payment of the funds by TSO shall be made on a reimbursable basis upon MDOT SHA’s submission of requests for such payment, subject to the following conditions:
 - (a) Requests for reimbursement will be submitted not more frequently than once per quarter (90 days).
 - (b) Requests for reimbursement will be reviewed by TSO to determine that the indicated costs are allowable hereunder.

ITEM 32

- (c) SHA shall submit certification that all costs charged are actual expenditures incurred by MDOT SHA in connection with the project.
 - (d) Payment shall be made by TSO within thirty (30) days of receipt and approval of a reimbursement request and accompanying certifications and documentation.
6. The term of this Agreement shall commence upon the date first set forth above and shall terminate on December 31, 2024. All work on the PROJECT that is reimbursable under the MDOT Kim Lamphier Bikeways Network Grant Program must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the cost-sharing agreement termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT TSO. At its discretion, the MDOT TSO may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.
 7. TSO reserves the right to perform interim and final audits of the funds provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, MDOT SHA shall provide access to all records with respect to the Project.
 8. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and their assigns.

Requesting Organization (MDOT TSO)	Date	Tim Smith, Administrator MDOT SHA	Date
------------------------------------	------	--------------------------------------	------

Dallas Baker	Date
Director, Worcester County Department of Public Works	

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

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: March 28, 2023
 SUBJECT: Purnell Crossing Road Speed Study
 Department of Public Works – Roads Division

Public Works is requesting Commissioner approval to reduce the speed on Purnell Crossing Road from 50 mph to 45 mph. Currently, Purnell Crossing Road is not posted; therefore, a speed limit of 50 mph governs. Community members reached out regarding speeding concerns on Purnell Crossing Road, in response Roads Division conducted a speed study which yielded the following results:

- Number of Vehicles: 1,228
- Average Speed: 42.6 mph
- 85th Percentile: 48.9 mph
- Vehicles 50 mph and greater: 175 or 14.5%
- Vehicles >1 mph to 50 mph: 1,053 or 85.5%

The study was conducted on Wednesday, March 15, 2023 thru Monday, March 20, 2023. A copy of the study is attached.

Please let me know if there are any questions.

Attachment

cc: Kevin Lynch

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

End Date: 3/20/2023

Site Code: East / West

Direction: Combined

3/15/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	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	0	0	1	1	3	2	1	2	0	0	0	0	10
12:00 PM	0	1	2	1	2	4	4	5	1	2	2	0	0	24
1:00	0	1	1	1	2	3	6	5	2	2	0	0	0	23
2:00	0	1	0	0	1	1	6	13	3	2	0	0	0	27
3:00	0	0	0	0	0	7	3	4	1	1	0	0	0	16
4:00	0	0	0	0	1	5	2	4	0	0	0	0	0	12
5:00	0	0	0	0	0	0	2	3	0	0	0	0	0	5
6:00	0	0	0	0	0	0	1	1	1	0	0	0	0	3
7:00	0	0	0	0	0	0	2	2	0	0	0	0	0	4
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	3	3	3	7	23	28	38	10	7	2	0	0	124

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

End Date: 3/20/2023

Site Code: East / West

Direction: Combined

3/16/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
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	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	1	1	0	1	2	1	0	0	0	0	6
4:00	0	0	0	0	2	5	1	0	1	0	0	0	0	9
5:00	0	1	1	1	1	2	5	7	2	0	0	0	0	20
6:00	0	0	0	0	0	5	1	6	3	0	0	0	0	15
7:00	0	0	0	1	0	2	2	1	0	1	1	0	0	8
8:00	0	0	0	0	0	2	3	4	1	0	1	0	0	11
9:00	0	0	0	0	1	2	2	4	4	0	0	0	0	13
10:00	0	0	0	0	0	1	3	3	2	1	0	0	0	10
11:00	0	0	1	0	1	4	3	4	2	0	0	0	0	15
12:00 PM	0	0	1	0	1	3	3	4	0	1	0	0	0	13
1:00	0	0	1	1	4	3	6	3	2	2	0	0	0	22
2:00	0	0	3	3	3	5	8	10	6	0	1	0	0	39
3:00	1	0	0	0	0	4	8	7	2	1	0	0	0	23
4:00	0	0	0	1	0	0	2	3	1	1	0	0	0	8
5:00	0	0	0	0	0	1	3	1	3	0	0	0	1	9
6:00	0	0	0	1	0	1	1	3	0	1	0	0	0	7
7:00	0	0	0	1	0	1	3	0	1	0	0	0	0	6
8:00	0	0	0	1	0	0	0	0	1	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	0	0	0	0	0	0	0	0	0	0
Total	1	1	7	11	14	41	55	62	32	8	3	0	1	236

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

Site Code: East / West

410-632-2244

End Date: 3/20/2023

Direction: Combined

3/17/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
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	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	1	1	0	1	2	2	0	0	0	0	7
5:00	0	0	0	1	5	1	1	1	1	0	0	0	0	10
6:00	0	1	0	4	0	3	3	4	2	2	0	0	0	19
7:00	0	0	0	1	0	1	4	4	1	0	0	0	0	11
8:00	0	0	0	0	0	4	4	4	2	0	0	0	0	14
9:00	0	0	0	1	1	4	3	4	1	0	0	0	0	14
10:00	0	0	0	1	0	4	1	3	2	0	0	0	0	11
11:00	0	0	0	0	1	6	3	4	4	0	0	0	0	18
12:00 PM	0	0	0	0	3	6	6	3	3	0	0	0	0	21
1:00	0	0	0	2	1	2	3	3	2	1	0	0	0	14
2:00	0	0	1	0	0	3	6	7	4	3	0	0	0	24
3:00	1	1	0	2	6	2	5	3	1	1	2	0	0	24
4:00	0	0	0	0	3	2	6	7	3	1	0	0	0	22
5:00	4	1	0	0	4	7	5	2	0	0	0	0	0	23
6:00	0	0	0	0	1	3	1	2	0	0	0	0	0	7
7:00	0	0	0	0	0	2	2	3	1	0	0	0	0	8
8:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
9:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
10:00	0	0	0	0	0	2	0	1	0	0	0	0	0	3
11:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Total	5	3	1	13	26	52	56	58	30	8	2	0	0	254

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

End Date: 3/20/2023

Site Code: East / West

Direction: Combined

3/18/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
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	0	0	0	0	1	0	0	1
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	14	1	0	0	0	0	0	0	0	0	0	0	0	15
5:00	0	0	0	0	0	0	2	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	1	0	1	0	0	0	0	2
7:00	0	0	0	0	0	4	7	2	2	0	0	0	0	15
8:00	0	1	1	1	1	1	3	1	1	1	1	1	0	12
9:00	0	0	0	0	3	3	12	3	3	2	2	0	0	28
10:00	0	1	0	1	1	7	9	2	1	0	0	0	0	22
11:00	0	0	0	0	4	6	10	7	0	0	0	0	0	27
12:00 PM	0	0	0	0	1	7	9	3	2	0	0	0	0	22
1:00	0	0	1	0	0	4	6	7	0	1	1	0	0	20
2:00	1	0	0	0	3	3	5	4	2	0	0	0	0	18
3:00	0	0	0	0	0	5	4	3	2	0	0	0	0	14
4:00	0	1	1	0	1	4	6	6	2	0	0	0	0	21
5:00	0	0	0	1	2	1	3	1	0	0	1	0	0	9
6:00	0	0	0	0	1	2	3	4	3	1	0	0	0	14
7:00	0	0	0	1	0	1	3	1	1	0	0	0	0	7
8:00	0	0	0	0	0	2	2	1	0	0	0	0	0	5
9:00	0	0	0	0	0	2	1	0	0	1	0	0	0	4
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Total	15	4	3	4	17	53	88	45	20	6	6	0	0	261

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

End Date: 3/20/2023

Site Code: East / West

Direction: Combined

3/19/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
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	0	1	0	2	0	0	0	3
2:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
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	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	1	1	0	0	0	0	0	2
7:00	0	0	0	0	0	1	1	2	0	0	0	0	0	4
8:00	0	1	0	0	0	1	1	2	0	0	0	0	0	5
9:00	0	1	0	0	0	1	3	3	2	0	0	0	0	10
10:00	0	0	1	0	2	1	5	5	1	0	0	0	0	15
11:00	0	1	0	0	2	4	9	6	1	0	0	0	0	23
12:00 PM	0	0	0	0	2	4	5	4	1	0	0	0	0	16
1:00	0	0	0	0	5	2	2	2	2	0	0	0	0	13
2:00	0	1	1	0	2	9	1	5	1	0	0	0	0	20
3:00	0	0	0	0	1	6	10	4	0	0	0	0	0	21
4:00	0	0	4	0	1	1	5	3	1	0	0	0	0	15
5:00	0	1	0	0	0	4	6	3	1	0	0	0	0	15
6:00	0	0	0	0	0	0	4	2	5	0	0	0	0	11
7:00	0	0	0	0	0	3	3	2	2	1	0	0	0	11
8:00	0	0	0	0	0	0	2	0	1	0	0	0	0	3
9:00	0	0	0	0	0	0	1	1	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	0	0	0	0	1	0	0	0	0	1
Total	0	5	6	0	15	37	59	46	19	3	0	0	1	191

Worcester County DPW - Roads Division

ITEM 33

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Purnell Crossing Road

Start Date: 3/15/2023

End Date: 3/20/2023

Site Code: East / West

Direction: Combined

3/20/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
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	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
6:00	0	0	0	0	0	0	1	2	0	0	0	0	0	3
7:00	0	0	2	0	3	4	3	2	0	0	0	0	0	14
8:00	0	0	0	3	1	2	6	4	2	1	1	0	0	20
9:00	0	0	0	0	2	2	1	1	1	0	0	0	0	7
10:00	0	0	0	0	0	1	7	1	0	0	0	0	0	9
11:00	0	0	1	0	0	2	5	0	0	2	0	0	0	10
12:00 PM	0	1	2	1	1	4	5	2	1	0	0	0	0	17
1:00	0	1	0	1	3	6	4	5	0	1	0	0	0	21
2:00	0	0	0	0	0	1	1	3	2	1	0	0	0	8
3:00	0	0	0	0	0	1	5	2	1	0	0	0	0	9
4:00	1	1	0	0	1	4	2	4	1	0	0	0	0	14
5:00	0	0	1	1	2	1	6	6	2	0	0	0	0	19
6:00	0	0	0	0	0	2	3	2	0	1	0	0	0	8
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	1	3	6	6	13	31	50	35	10	6	1	0	0	162
Grand Total	22	19	26	37	92	237	336	284	121	38	14	0	2	1228
Stats		Percentile	15th	50th	85th	95th								
		Speed	33.9	41.9	48.9	53.9								
Mean Speed (Average)			42.6											
10 MPH Pace Speed			40-49											
Number in Pace			619											
Percent in Pace			51.0%											
Number > 50 MPH			175											
Percent > 50 MPH			14.5%											



Office of Tourism & Economic Development
107 West Green Street, Snow Hill, MD 21863
(410) 632-3112 • www.MarylandsCoast.org

Memorandum

To: Weston Young, CAO
Candace Savage, Deputy CAO

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

Copy: Worcester County Commissioners, Dallas Baker, Director Public Works, Kim Reynolds,
Budget Officer

Date: March 16, 2023

RE: TCC grant- request to change/transfer funding from Pocomoke Pathways to Economic Development to existing approved project (Riddle Water/Wastewater Optimization) under the county DPW

After reviewing the Pocomoke Pathways to Economic Development study project that was submitted and approved as part of the Tri County Rural Maryland Grant, we have determined that this project would be best suited to be transferred to another pre-approved project (Riddle Water/Wastewater Improvements). With the loss of key staff at the city, it was determined that they are unable to fulfill the grant requirements in the required timeline. As a result, and after consulting with the City of Pocomoke representatives, County Administration, DPW and the Tri County Council, we could transfer the grant to an existing approved project that needed additional funding. The change order adds bidding and construction phase services to the engineering design task. Bidding phase work includes attending the pre-bid meeting, answering RFIs, bid evaluation, and award recommendation. Construction administration includes shop drawing reviews, inspections, answering RFIs, preparing as-built drawings, and assemble O&M manuals.

A great deal of the Pocomoke projects scope will be a part of the Worcester Master Greenways Bikeways Plan (if approved), so they will still get many of the needed recommendations that they were trying to achieve.

I am requesting that a change order be approved to submit to the TCC, transferring this \$100,000 sub grant to the Riddle Farm Water Wastewater Optimization Project under the county's management.

Kindly let me know if you have any questions regarding this request.

Rural Maryland Economic Development Fund
Project Change Order

Project Name _____

Project Administrator _____

Project Administrator Primary Contact _____

Phone Number _____ Email _____

Date _____

Instructions: Complete all sections below that are applicable to the requested Project Change Order.

Project Change Order Summary (100 words or less)

Describe changes to the expected outcomes of the project with the Project Change Order.

Describe any changes to the anticipated economic development impact of this project due to the Project Change Order.

Does the Project Change Order impact other funds that were included in the original project application? Describe the change to any other funds being leveraged and their source.

**Rural Maryland Economic Development Fund
Project Change Order**

Does the Project Change Order impact any partnerships that were included in the original project application? Describe the change to any partnerships that will be leveraged for this project.

Describe any changes in the way success and/or economic impact will be measured as a result of the Project Change Order.

Does the Project Change Order impact project timeline and key milestones that were included in the original project application? Describe the change to any project timelines and key milestones.

- Attach any other supporting materials that would be useful in understanding the project change order, such as feasibility studies, local economic development strategic plans, or other related document.
- Complete Attachment A: Proposed Budget Change Order and Attachment B: Project Change Order Budget Narrative.

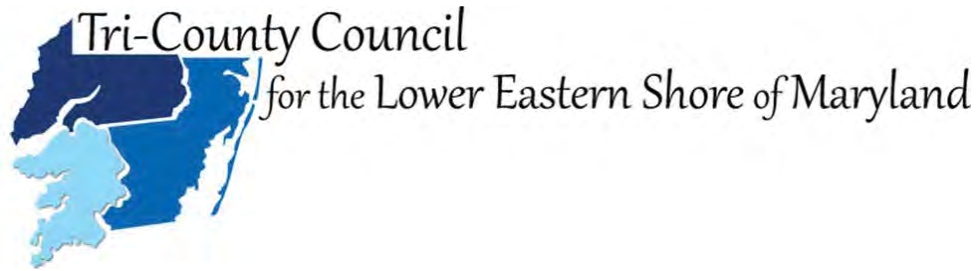
Rural Maryland Economic Development Fund
Project Change Order

Attachment A: Proposed Budget Change Order

Show all applicable Project Change Order budget amounts (leave blank if no budget changes). Note this sheet does not automatically calculate totals.

Estimated Expenses	Funds Approved	Revised Request	Increase/ Decrease	Justification: Provide a narrative that explains the requested change in each budget line item. Be concise but complete.
A. Salaries & Wages				
B. Fringe Benefits				
C. Travel				
D. Equipment				
E.				
F.				
G.				
TOTAL DIRECT COSTS				
H. Other Costs				
Materials & Supplies				
Pubs./Documentation				
Consultant Services				
Subcontracts				
Other:				
Other:				
Other:				
TOTAL OTHER COSTS				
TOTAL Project Cost*				

*Total Project Cost should equal the sum of Direct Costs and Other Costs



Rural Maryland Economic Development Fund Application

Section I: Application Information

Applicant Legal Name: City of Pocomoke City

The legal name needs to be typed as it appears on your Certificate of Good Standing with the Maryland Department of Assessments and Taxation (SDAT).

Trade Name (if applicable): Pocomoke City

Federal ID #: 52-6000803

The Federal ID # must be the same as that listed on the W-9 submitted with this application. Attach a signed and dated copy of your IRS W-9 Taxpayer Identification Number and Certificate.

Mailing Address

The mailing address must be the same as that listed on the W-9 submitted with this application.

Street Address 101 Clarke Avenue

City Pocomoke City

State Maryland

Zip Code 21851

County Worcester

Website <https://www.cityofpocomoke.com/>

Project Primary Contact Information

Contact Person: Jeremy Mason

Title: City Manager

Organization: Municipality

Phone: 410-957-1333

Email: Jeremy@pocomokemd.gov

Street Address 101 Clarke Ave

City Pocomoke City

State MD

Zip Code 21851

Section II: Project Information	
Project Name: Pathways to Economic Development	
County or counties where the project is located:	
<input type="checkbox"/> Somerset	<input type="checkbox"/> Wicomico <input checked="" type="checkbox"/> Worcester <input type="checkbox"/> Regional
Funding Request Amount: \$100,000	Match Funding (if applicable): \$0.00
Project Summary (250 words or less)	

Over the several years the city has explored infrastructure improvement in the areas of using bikeways, walkways, and pathways to bolster economic growth. Creating strong pathways leads to positive economic impact. This project will focus on three main factors: Infrastructure Feasibility (hardscape and environmental), Economic Development, and Intercommunity Connectivity.

Infrastructure Feasibility would include the best places to build bikeways, walkways, and pathways with the least environmental impact and the most economic impact. This would include hardscapes that are complimentary to the native landscaping features in our city and their cost factors.

Economic Development Factors would evaluate the scaling in of infrastructure development and how it would directly impact business foot traffic, revenue bases, including tourism dollars. This would include events and activities using the proposed infrastructures and the administrative capacity required to oversee these changes.

Intercommunity Connectivity is an essential element to bolster the use of the proposed projects. Currently there is a strong emphasis in building and connecting city pathways in-between cities, counties, and states.

The city's goal is to develop better connectivity with our bikeways, walkways, and trails. This project is seen as a pathway to success in developing infrastructure to improve economic factors and improved relationship with other city, county, and state entities.

Project Narrative

1. Provide a detailed project description.

Over these last years, we have explored infrastructure improvement in the areas of using bikeways, walkways, and pathways to bolster economic growth. Creating strong pathways leads to positive economic impact. This project will focus on three main factors: Infrastructure Feasibility (hardscape and environmental), Economic Development, and Intercommunity Connectivity.

Infrastructure Feasibility would include the best places to build bikeways, walkways, and pathways with the least environmental impact and the most economic impact. This would include hardscapes that are complimentary to the native landscaping features in our city and their cost factors.

Economic Development Factors would evaluate the scaling in of infrastructure development and how it would directly impact business foot traffic, revenue bases, including tourism dollars. This would include events and activities using the proposed infrastructures and the administrative capacity required to oversee these changes.

Intercommunity Connectivity is an essential element to bolster the use of the proposed projects. Currently there is a strong emphasis in building and connecting city pathways in-between cities, counties, and states. Other cities involved in Worcester County Bike and Pedestrian Coalition discuss the success of these projects. Our goal is to develop better connectivity with our bikeways, walkways, and trails. We see this project as a pathway to success in developing infrastructure to improve economic development factors and improved relationship with other city, county, and state entities.

2. Describe the expected outcome of the project.

The expected outcome of this project is a planning document that will give insight to the feasibility and path forward to building pathways throughout the city that will enhance economic development. It will help select proper placement of bikeways and walkways for safety, increasing foot traffic, and increasing recreational activity. This document will deliver insight into best use cases of pathways for improved economic outcomes. Additionally, this document will explore and deliver ESRI GIS maps that will show the interconnectivity to Pocomoke City's plans with other entities, such as Worcester, Somerset, Wicomico County bikeways and walkways, Rails to Trails, and other pathways as well as those pathways under development on the Virginia Eastern Shore.

Other outcomes would include economic measures are expected to increase in the areas of foot traffic to commerce, tourism from events using the bikeways and pathways, safety for bike enthusiasts and walkers, improved landscaping, and improved traffic flow.

3. Describe any other funds being leveraged and their source.

The feasibility study is a small part of a large project to strengthen economic development within Pocomoke City using bikeways, walkways, and other pathways as they connect to other regions within Maryland and Virginia's lower eastern shore. These projects would be phased due to cost and time, but all phases of this project would leverage the funding from one phase to another. Once feasibility is developed, the environmental and economic impact are weighed, project engineering plans and projects can begin. This would include using grant money from economic development, the department of transportation and other grantors to slowly bring the interconnection of pathways. It is anticipated to use a mixed array of grant vehicles to complete the overarching project of established pathways that interconnect with other pathways.

4. Describe how this project will have a significant economic development impact for the jurisdiction.

Partnership is essential as interconnectivity to the county, other cities, and adjacent counties like Wicomico, Somerset and Virginia's Accomack is key. Additionally, being involved with the Wicomico County Biking Coalition, will help foster relationships with other like-minded cities and county leaders who are also seeking to improve economic development using bikeways, walkways, and pathways

5. Describe any partnerships that will be leveraged for this project.

Partnership is essential as interconnectivity to the county, other cities, and adjacent counties like Wicomico, Somerset and Virginia's Accomack is key. Additionally, being involved with the Wicomico County Biking Coalition, will help foster relationships with other like-minded cities and county leaders who are also seeking to improve economic development using bikeways, walkways, and pathways.

6. Describe how the success and/or economic impact of the project will be measured.

Economic measures are well documented from many sources. The League of American Bicyclists documents bikeway infrastructure improvement economic impacts as cost savings in changes in transportation modalities, enhanced foot traffic and business traffic near the areas of bikeways and walkways, and an increased generation of tourism. Measurably, it shows that state economic impacts contribute to 1) bicycle manufacturing and sales, 2) increase jobs for manufacturing and sales; increases in tourism and recreation money of millions of dollars, plus added health benefits with decreases the health economic burden. Using Iowa as an example, the health benefits of 24,921 bicycling commuters presents an economic activity of \$51,965,317 with a health savings of \$13,266,020. With 149,916 recreational riders, the economic activity generated \$364,864,202 with an estimated health savings of \$73,942,511. (https://www.bikeleague.org/sites/default/files/Bicycling_and_the_Economy-Econ_Impact_Studies_web.pdf)

In the same report, Bicycling and the Economic Impact studies it is noted that bicycling as tourism and entertainment improved the economic outlook by increasing foot traffic in establishments. Cyclists dined in cities that held events and promoted safe and interesting pathways for their hobbies. More people visited food and beverage establishments who biked or walked rather than drove or used transit in the areas.

Communities who create mixed use residential, business and entertainment districts naturally see increased economic growth. This improves quality of living and improves property renovations in blighted areas. Other rural communities have created Master Plans, in areas such as Jackson and Teton County, Wyoming gives insight into the overall planning to bring non-motorized pathways to realization for the benefit of the community.

Applying these economic factors specifically to Pocomoke City, there is a high marker of blighted buildings, and lower untapped economic value in foot traffic in the downtown historic district of the city. By examining the feasibility of bringing the cyclist and foot traffic to the downtown region with well planned hardscapes and architectural landscapes, the economic transformation is believed to be remarkable. This will coincide with the addition of a new planned Library, Recreational Center and STEM park in the historic district located downtown. This is the primary catalyst for the feasibility study. It is believed that Pocomoke City could benefit from improved economic development, and it is believed that the most effective modality is to tap into sustainable and impactful economic improvement.

Additional benefits will be seen throughout the county and the adjacent counties and interconnectivity is increased and events are planned.

The success of this project will be measured by the ability to administrate the implementation of strategy developed from this plan. Metrics will also be evaluated on the current income markers of the city and the Low-to Moderate poverty status of the city over the next decade.

7. Provide project timeline and key milestones.	
Project Timeline	Key Milestones
<ul style="list-style-type: none"> • June 24 -- Letter of Interest • July 5 -- first reading of PC Resolution to apply for funding • August 1, 2nd reading of PC Resolution for application of funding • August 12 TCC/MC ranks the priority of funding based on the letter of interest, need, and fit for the purposes of the funding • Aug 24 TCC/MC responds if we are eligible and will formally endorse the interest as a possible grant opportunity. • Sept 2 Formal Grant Applications are due -- submitted on our behalf by TCC/MC -- we would need CC approval by this time. • Sept 20 -- TCC will be notified of the status of the Grant Application • Oct 2, 2022: 2-year grant period begins. Estimated 1 year to complete the project • July - Oct 2023 apply for engineering design funds for pathways project • November 2023 – begin to develop phasing of project • 2024 – funding and commencement of phase 1 • 2025 – funding and commencement of phase 2 • 2026 – funding and commencement of phase 	<ol style="list-style-type: none"> 1. Completion of Feasibility Study application Process 2. 1 year study completion <ol style="list-style-type: none"> 2a. key pathways identified 2b. economic markers identified 2c. Project phases selected and timeline created. 3. Funding sought for Walkways/Bikeways developed in phases 4. Phase 1 5. Phase 2 6. Phase 3
8. Have any potential vendors been identified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify. Please attach any proposals from the potential vendors.	
Possible vendors: <ol style="list-style-type: none"> 1) Ed Young -- Pocomoke City 2) GMB Architects/Engineers 3) EBA Engineering, Inc. 4) Charles P. Johnson & Associates, Inc. 	

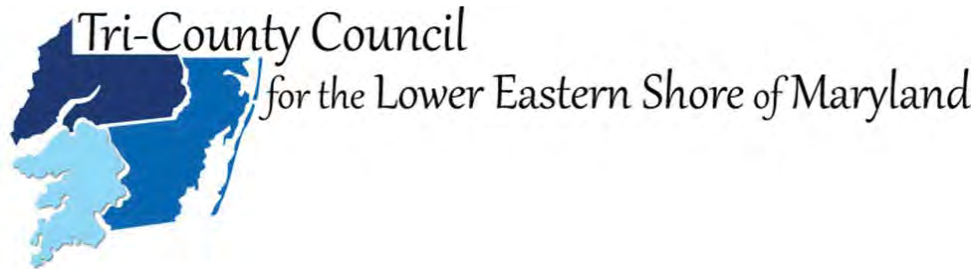
9. Have you applied for and/or received funding from other sources for this project?
 Yes No If yes, please list sources of funding and amount received.

None listed

10. Please attach any other supporting materials that would be useful in understanding the project, such as feasibility studies, local economic development strategic plans, etc. Below, give a brief description of each attachment.

This is a request for a feasibility study. This is the first step to our development toward this project.

Attached is our DHCD Sustainable Communities 5-year plan draft that is currently pending approval. The Sustainability Communities plan focuses on multi-faceted evaluation of higher proportioned disparity factors and ways to improve economic development within the region.



Rural Maryland Economic Development Fund Application

Section I: Application Information

Applicant Legal Name: Worcester County Government

The legal name needs to be typed as it appears on your Certificate of Good Standing with the Maryland Department of Assessments and Taxation (SDAT).

Trade Name (if applicable):

Federal ID #: 52-6001064

The Federal ID # must be the same as that listed on the W-9 submitted with this application. Attach a signed and dated copy of your IRS W-9 Taxpayer Identification Number and Certificate.

Mailing Address

The mailing address must be the same as that listed on the W-9 submitted with this application.

Street Address 1 West Market Street, Government Center, Room 1103

City Snow Hill

State MD`

Zip Code 21863

County Worcester

Website <https://www.co.worcester.md.us/>

Project Primary Contact Information

Contact Person: Melanie Pursel

Title: Director of Econ. Development and Tourism

Organization: Economic and Business Development

Phone: 410-632-3112

Email: mpursel@co.worcester.md.us

Street Address 100 Pearl St.

City Snow Hill

State MD

Zip Code 21863

Section II: Project Information	
Project Name: Riddle Farm Wastewater and Water Plant Optimization	
County or counties where the project is located:	
<input type="checkbox"/> Somerset	<input type="checkbox"/> Wicomico
<input checked="" type="checkbox"/> Worcester	<input type="checkbox"/> Regional
Funding Request Amount: 1,719,333	Match Funding (if applicable): \$0.00
Project Summary (250 words or less)	

Upgrade of WWTP membranes to add capacity and maintain effective operation of the plant. Project also involves lowering of the water tower to be compatible with neighboring water systems for finalization of interconnections to add capacity and provide for redundancy, reliability, and resiliency in the use of the local water supply resources.

Project Narrative

1. Provide a detailed project description.

Project will upgrade the membrane cassettes in the wastewater plant and upgrade the existing PLC controls for the membrane process trains. This also involves supply and installation of variable speed drives and appurtances to add efficiency and capacity for the process blowers. The final wastewater improvements that add treatment capacity will be to provide pumps, settling equipment and piping and appurtances to re-direct water plant backwash to the irrigation lagoon instead of running the iron scale and associated backwash water thru the wastewater plant. The scale will settle out in a forbay while the backwash water can be re-used for irrigation of the golf courses with treated effluent from the wastewater plant.

The water tower will be lowered with additions to sensors and controls to allow for the tank's volume and addition to the County's water system's pressure zone so our water supplies and be shared and utilized regionally.

Our water expansion is tied to water supply and distribution networks. If we cannot utilize the water supply and storage capacity at the Riddle plant by lowering the tower to take advantage to equalize with the neighboring water pressure zones, we cannot realize the opportunity to complete the tie in of our entire northern water supply systems. This would increase the capacity to provide a broad redundancy of supply and storage to burgeoning corridors in need of fire flow and potable water supplies to serve need development interests.

The same goes for the wastewater capacity increases. Removing the water treatment plant backwash from the wastewater influent and optimization of the membrane treatment creates additional capacity to service the regional sewer needs. Funding of these projects eliminates costly capital charges from being passed on to new commercial customers and helps to lower maintenance costs for all the wastewater and water service areas by allowing different water supply plants to be temporarily taken out of service during non-peak seasons instead of costly by-pass options being exercised and conversely, the same applies to our wastewater plants as well. We want growth to be able to generate enough revenue to maintain their wastewater infrastructure, but we cannot put every single project on the public dime and miss out on private funding and public grant investments for critical system components along the way. We want employers and manufacturers that locate their businesses in these areas and be encouraged to expand their operations if they have the water/wastewater infrastructure that they need. It is anticipated that approximately 80% of the increase in capacity will go toward supporting commercial/industry activity and growth.

2. Describe the expected outcome of the project.

Expected outcome is that the wastewater plant will be able to increase capacity incrementally and will not have the water plant iron scale fouling the membrane cassettes and the sheer volume of water backwash taking up precious wastewater capacity that could be utilized in the Rt 50 commercial corridor. The water plant backwash can be effectively settled in a scale pond forebay and the clarified backwash water can be sent to the irrigation pond to be utilized for golf course irrigation.

The lowering and upgrade of the controls for the water tower allows the valve for the supply to be left open for a true interconnection of the Riddle system with the Ocean Pines and Mystic water distribution systems. This allows for capacity increases and water supply and fire protection pressure to be maintained without another expensive elevated water tank installed in the general area. This eliminates costly capital charges from being passed on to new commercial customers and helps to lower maintenance costs for all the water service areas by allowing different water supply plants to be temporarily taken out of service during non-peak seasons instead of costly by-pass options being exercised.

3. Describe any other funds being leveraged and their source.

The county participated in a prior public-private partnership on the Riddle wastewater plant to bring water to the south side of Rt 50 in an effort to service and provide capacity to the large commercial zoned properties located there. That effort was over \$2M with the accompanying county water extensions totalling \$1M. This was all designed to bring needed water and sewer capacity for additional commercial development in the corridor.

The County also expended funds totalling \$350,000 to interconnect the Ocean Pines and Riddle water systems. The utilization of that connection needs careful coordination and pumping arrangements due to the Riddle water tower being at an elevation where a normal equalization of pressure cannot be accomplished. This project would solve that dilemma and allow the tower to be filled.

4. Describe how this project will have a significant economic development impact for the jurisdiction.

These capacity improvements will serve the current a future development capacity demands in the Rt 50 corridor without an intensive demand on capital costs being placed on new customers in the area. That lowers their initial capacity costs and ongoing operational costs, attracting new investment to the area. This area is the major east/west transportation route for Worcester County and provides the primary means for travel for residents and visitors within the County. This roadway connects several principal population components of the County with one another (i.e., Berlin, Ocean Pines, Ocean City and West Ocean City). It also interconnects several important north/south roadways including Rt. 50, Rt. 113, and MD routes 589 and 611.

Increased residential activity in the area combined with Ocean City's position as one of the premier vacation locations on the East Coast has attracted high interest for investment within this corridor. The county intends to meet this challenge with accompanying capacity, planning and policy improvements. This project will meet the capacity demand needed for new growth as well and provide reliable and resilient water and sewer services for our existing customers.

5. Describe any partnerships that will be leveraged for this project.

These were detailed in #3 above.

6. Describe how the success and/or economic impact of the project will be measured.

This will be demonstrated by continued investment in the corridor with new capacity purchases, new project construction and improvement and intensification of existing properties by the utilization of new capacity realized by this project. This project adds to the momentum for optimization of existing developed and yet-to-be developed properties planned for growth in this area.

7. Provide project timeline and key milestones.	
Project Timeline	Key Milestones
State and federal permitting and authorizations	6-12 months
Notice to proceed after bid award	1-2 months for mobilization
WWTP improvements and Tower lowering construction	3-9 months
<p>8. Have any potential vendors been identified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please identify. Please attach any proposals from the potential vendors.</p> <p>This project will be bid utilizing local procurement policies.</p>	

9. Have you applied for and/or received funding from other sources for this project?
 Yes No If yes, please list sources of funding and amount received.

The IRiddle sanitary service area has already committed \$16k for preliminary engineering report on the wastewater plant improvements and \$8k for the tower assessment and detailed improvement report,

10. Please attach any other supporting materials that would be useful in understanding the project, such as feasibility studies, local economic development strategic plans, etc. Below, give a brief description of each attachment.

Locational maps attached.



APPROVED

WSY 02/21/23

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer Keener, AICP, Director, Development Review and Permitting
DATE: February 9, 2023
RE: Request to Schedule Public Hearing – The Refuge at Windmill Creek Residential
Planned Community (RPC)

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with a request to establish a residential planned community (RPC) floating zone on the property known as The Refuge at Windmill Creek, located on the northwesterly side of Beauchamp Road, north of MD Route 589 (Racetrack Road). The proposed RPC consists of a 90-lot single-family dwelling subdivision. The Planning Commission reviewed the project at its meeting on Thursday, February 2, 2023 and provided a favorable recommendation to the requested amendment. A draft public hearing notice is attached, and an electronic version has been forwarded to your office as well.

This property was previously established with an RPC floating zone formerly known as Evergreen Village under Resolution No. 19-30, dated October 1, 2019. However, the applicant failed to obtain preliminary plat, construction plan and final plat approvals in the timeframe provided, therefore the Step I concept plan and Step II master plan approvals automatically expired. The road within this development was previously approved under Resolution 20-5 as an approved private road built to a county RPC road standard. There are no proposed changes to this design.

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

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

NOTICE OF PUBLIC HEARING
FOR
ESTABLISHMENT OF A
RESIDENTIAL PLANNED COMMUNITY (RPC) FLOATING ZONE

THE REFUGE AT WINDMILL CREEK RPC
NORTHWESTERLY SIDE OF BEAUCHAMP ROAD
NORTH OF MD ROUTE 589

THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by The Refuge at Windmill Creek, LLC to establish a Residential Planned Community (RPC) on property located on the northwesterly side of Beauchamp Road, north of MD Route 589 (Racetrack Road). Located in the Third Tax District of Worcester County, Maryland, the property is designated on Tax Map 15 as Parcels 127 and 259. The Worcester County Planning Commission reviewed the RPC application at its meeting of February 2, 2023 and has given a favorable recommendation.

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

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

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

A map of the proposed area, the staff file on the Residential Planned Community application and the Planning Commission's file, which will be entered into record at the public hearing, are on file and available for inspection at the Department of Development, Review and Permitting, Government Center - Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Anthony W. Bertino, Jr., President



MEMORANDUM

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: March 13, 2023
SUBJECT: Public Hearing Notice – The Refuge at Windmill Creek

Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 23, 2023 and March 30, 2023. Thank you.

NOTICE OF PUBLIC HEARING
FOR
ESTABLISHMENT OF A
RESIDENTIAL PLANNED COMMUNITY (RPC) FLOATING ZONE

THE REFUGE AT WINDMILL CREEK RPC
NORTHWESTERLY SIDE OF BEAUCHAMP ROAD
NORTH OF MD ROUTE 589

THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by The Refuge at Windmill Creek, LLC to establish a Residential Planned Community (RPC) on property located on the northwesterly side of Beauchamp Road, north of MD Route 589 (Racetrack Road). Located in the Third Tax District of Worcester County, Maryland, the property is designated on Tax Map 15 as Parcels 127 and 259. The Worcester County Planning Commission reviewed the RPC application at its meeting of February 2, 2023 and has given a favorable recommendation.

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

PUBLIC HEARING
ON
TUESDAY, APRIL 18, 2023
AT 10:30AM
IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

ITEM 35

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

A map of the proposed area, the staff file on the Residential Planned Community application and the Planning Commission's file, which will be entered into record at the public hearing, are on file and available for inspection at the Department of Development, Review and Permitting, Government Center - Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Anthony W. Bertino, Jr., President

WORCESTER COUNTY

PLANNING COMMISSION

FINDINGS OF FACT

AND

RECOMMENDATION

REFUGE AT WINDMILL CREEK
PREVIOUSLY APPROVED AND KNOWN AS EVERGREEN VILLAGE

RESIDENTIAL PLANNED COMMUNITY

STEP I

February 24, 2023

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III.	Planning Commission Findings of Fact	Pages 6 - 11
IV.	Planning Commission Recommendation	Page 11
V.	Attachments	
	1. The Step II Technical Review Committee Report, including the comments of Individual Committee members;	
	2. Supplemental comments;	
	3. the Applicant’s written narratives (original and updated);	
	4. Illustration of sample homes proposed to be developed;	
	5. Site Plans;	
	6. §ZS 1-315 of the Zoning and Subdivision Control Article.	

I. GENERAL INFORMATION:

Date of Planning Commission Review: January 5, 2023

Date of TRC Review: December 14, 2022

Approval requested: Step I Residential Planned Community (RPC) – Establishment of the RPC Floating Zone of a previously approved RPC known as ‘Evergreen Village.’

Project Description: Proposed 90 lot single-family dwelling subdivision.

Location: Northwest side of Beauchamp Road, north of MD Route 589 (Racetrack Road), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts

Owner: The Refuge at Windmill Creek LLC
506 Main Street 3rd Floor
Gaithersburg, MD 20878

Land Planner: Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, MD 21843

Background: The current resubmission seeks a 90-lot single family subdivision Residential Planned Community (RPC) with recreational amenities consisting of multi-purpose athletic courts, playgrounds, outdoor community meeting space and natural walking paths. Formerly known as ‘Evergreen Village,’ Step 1 of the project was approved by the Worcester County Commissioners on October 1, 2019. The Step II Master Plan and Step III site plan were subsequently reviewed and approved by the Planning Commission on November 7, 2019, however all approvals have since expired.

The proposed project went before the Technical Review Committee (TRC) on December 14, 2022 due to the project’s expiration for approvals based on Section ZS1- 315(k)(2)(B)(8), (see also: <https://ecode360.com/14020804>). A revised site plan was submitted on December 19, 2022 for review by the Planning Commission.

Please note that this project is subject to the *Worcester County Design Guidelines and Standards for Commercial Uses*, however this component will be reviewed by the Planning Commission during their Step III process. Further, Steps II and III will be reviewed concurrently at upcoming TRC and Planning Commission meetings if Step I is approved by the County Commissioners.

The Planning Commission has been made aware that the Step II (Master Plan) must be approved before making any motions on Step III (site plan review).

***It should be noted that the current proposal seeks nominal changes to the overall layout of the master plan which will be addressed during the Step II and Step III review by the Planning Commission. I am including the proposed changes for the Commissioners awareness.**

Proposed Changes include:

- The addition of a sanitary sewer pump station parcel to be dedicated to Worcester County Government and includes a required revision to the previously approved forest conservation areas.
- The addition of the pump station requires the reduction of two (2) of the 90 parcel lot widths from 100 feet wide to 90 feet wide each.

Private Road Standards (Previously approved, no changes proposed): On March 17, 2020, the County Commissioners approved resolution # 20-5 ('Resolution approving a proposal for an approved private road for Evergreen Village, LLC.') which established the approval of private road standards for the development. **It is recommended that the County Commissioners retain the original approval of the private roads for the resubmission of the previously approved Residential Planned Community.**

Existing Conditions: The development consists of two (2) parcels of land, totaling 94.7 acres and is formerly known as Pine Shore Golf North, which has been closed since 2010. **The property has since remained vacant, and has had some ground clearing and grading to-date in preparation for the Residential Planned Community.** Approximately 90.4 acres is located within the R-1 Rural Residential District, with the remaining 4.3 acres located in the RP Resource Protection District. The site contains 89.62 acres of upland and 5.08 acres of non-tidal wetlands and existing ponds. A portion of the property was rezoned from E-1 Estate District to R-1 Rural Residential District in 2018 by the Worcester County Commissioners. The boundary of the RP Resource Protection District did not change as a result of this action.

Proposed Project: The Evergreen Village RPC as shown on the Step I Concept Plan is proposed to be a single-family residential development comprised of a total of 90 residential single-family lots on fee simple lots. There are no commercial uses proposed as part of this development plan. Proposed open space totals approximately 60.06 acres, consisting of 48.32 acres of uplands and 11.98 acres of non-tidal wetlands/ ponds. Within this total, 5.5 acres of active recreation and 28.38 acres of passive recreation are proposed. The remaining open space is proposed to remain in its natural state. The Step I plan indicates that there will be one (1) point of access to the project from Beauchamp Road.

II. COMMENTS RELATIVE TO COMPLIANCE WITH BASIC RPC REQUIREMENTS:

Zoning: A development is required to meet the major RPC standards when consisting of more than 20 proposed units. RPC's are permitted in the R-1 Rural Residential District. Lands located within the project's boundaries and zoned RP Resource Protection District may be included within the RPC's boundaries, though it may not be included in the calculation for allowable density.

Permitted Uses: In that the proposed RPC is comprised of single-family lots, it complies with the RPC regulations relative to permitted uses.

Density: In the R-1 District, a maximum of one unit per one acre of the total gross lot area are allowed, exclusive of lands in the RP District. A total of 90.4 acres of land are in the R-1 District. Therefore, the total permitted and proposed density is 90 units.

Maximum limitation of 70% for residential uses: The project proposes to utilize 34.68 acres of its land area for residential uses including streets, or 36.5%.

Maximum limitation of 20% of retail and service uses: This project has no retail and service uses proposed.

Minimum requirement of 30% for common use open space and recreational areas: The total project area is 94.7 acres. Therefore, a minimum of 28.41 acres shall be set aside in open space. The project as currently designed is proposing a total of 60.06 acres of open space, or 63%. According to the Step I plan, it will consist of 48.32 acres of uplands and 11.98 acres of non-tidal wetlands and ponds. Open space is required to have a certain amount of active and passive recreational features, as well as lands preserved in their natural state. The breakdown is required as follows:

- **Minimum of 50% of required open space shall be retained in its natural state:** A minimum of 14.21 acres of natural open space is required. The project is proposing to provide 30.2 acres of the total open space in a natural state. No more than 50% of the area dedicated as natural open space may be private wetlands. This project is compliant.
- **Minimum of 10% of required open space shall be for active recreation:** The project is required to provide 2.84 acres of active recreation open space. Active recreation is defined as uses, areas or activities that are oriented towards potential competition and involving special equipment. Within the 5.5 acres of active open space provided, the

project is proposing features such as a community swimming pool, tennis courts, kayak/canoe and a playground.

- **Minimum of 20% of required open space shall be for passive recreation:** A minimum of 5.68 acres of passive open space is required. The project is proposing to provide 28.38 acres of the total open space in passive recreation. Passive recreation is defined as uses, areas or activities oriented to noncompetitive activities which typically require no special equipment. The written narrative states that walking and bird watching trails will also be provided as passive recreation.

III. THE FINDINGS OF THE PLANNING COMMISSION WITH REGARD TO THE ITEMS CITED IN §ZS 1-315(k)(2)A1(ix):

1. The relationship of the RPC with the Comprehensive Plan, zoning regulations, and other established policy guidelines:

The subject property is currently comprised of two (2) separate parcels. Parcel 127 abuts the River Run residential subdivision and is within the “Existing Developed Areas” (EDA) land use category of the Comprehensive Plan. Parcel 259 is located within the “Agricultural” land use category of the Comprehensive Plan.

The EDA category recognizes the importance of maintaining the neighborhood character, and provides for orderly infill development in unincorporated areas. The Ocean Pines area is specifically mentioned for infill development. The Comprehensive Plan further states that “[a]ppropriate zoning providing for densities and uses consistent with this character should be instituted” (Chapter 2). Therefore, in 2018 the Worcester County Commissioners rezoned a portion of this property from E-1 Estate District to R-1 Rural Residential District.

While a portion of this development is within the Agricultural land use category, this property has been utilized as a commercial golf course for many years before its closure in 2010. Overall, the conversion of the golf course into a residential subdivision will not result in the loss of agricultural production, nor would it be incompatible with the surrounding neighborhood. As justification for their decision to rezone the property to R-1 Rural Residential District, the Planning Commission found that Windmill Creek would have been a more accurate boundary between the Existing Developed Area and the Agricultural land use categories.

Relative to consistency with the zoning regulations, the Planning Commission finds that the project site is zoned R-1 Rural Residential and RP Resource Protection District, the R-1 District being a zoning classification in which residential planned communities are

permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirements for common use open space and recreational areas, and types of permitted uses. Furthermore, the Planning Commission finds that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A1.

2. The general location of the site and its relationship to existing land uses in the immediate vicinity:

The subject property is located on the northwest side of Beauchamp Road, north of MD Route 589 (Racetrack Road). The Planning Commission finds that this area can best be characterized as a mix of residential, religious, and institutional (educational) land uses. The neighboring developments of Ocean Pines, River Run, St. Martins by the Bay and Dawn Circle all consist of primarily single-family dwellings, similar to the proposed project. The proposed development is consistent with the purpose and intent of the R-1 Rural Residential District which states that “[t]his district is intended to protect and preserve the low-density rural residential areas of the County which are not generally planned for substantial population growth.” Population growth has been limited over the recent years as stated in the Planning Commission’s Findings of Fact from the rezoning case in 2018. The development is proposed to be clustered in order to preserve the open space and protect the natural environment, as intended by these district regulations.

In summary, the Planning Commission finds that the proposed use as a single-family residential development is consistent with existing land uses in the vicinity.

3. The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services:

The Planning Commission finds that the properties proposed to be developed are presently zoned R-1 Rural Residential and RP Resource Protection Districts. Residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of one (1) dwelling unit per acre was anticipated for this immediate vicinity. The surrounding lands are similarly zoned for residential uses and commercial zoning is located at the corner of Beauchamp Road and Racetrack Road (MD Route 589), with additional commercial amenities within a five-minute drive from the subject properties that will adequately serve the needs of the residents of this development. Therefore, the Planning Commission concludes that the proposed Refuge at Windmill

Creek RPC will not have an adverse long-term implication on development patterns in the area.

Fee simple lots are proposed for the development. All public roads within the development shall be constructed to private road standards as previously approved under resolution 20-5. The County Commissioners are encouraged to retain its previous approval for private roads under resolution 20-5.

Relative to certain public facilities, the developer has obtained a Water and Sewerage Plan Amendment to connect the project to public water from the Ocean Pines Sanitary Service Area and sewer will be provided from the River Run Sanitary Service Area.

Relative to the potential impact to the projected school enrollments as a result of this development, Mr. Joe Price, Facilities Planner with the Worcester County Board of Education stated previously in his May 3, 2019 letter that there is the possibility of an impact (increase) to the four (4) northern county schools as a result of this development. The replacement of Showell Elementary School, located within the immediate vicinity of this project, has been completed and is now open.

In consideration of their review, the Planning Commission finds that there will be no significant negative impacts to public facilities and services resulting from the proposed RPC.

4. The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5):

Relative to the protection of key environmental features, the Planning Commission finds that the development is located on Windmill Branch, which has significant wetlands and steep slopes. The Planning Commission also acknowledges that the majority of this area is located within the RP Resource Protection District and is proposed to be placed in a Forest Conservation Easement, thus being protected from disturbance. There is a portion of the non-tidal wetlands and associated buffer that are proposed to be impacted in order to construct two (2) of the proposed lots (Lot #'s 27 & 28). Additionally, except for a small pond that is a regulated wetland, the remaining ponds will be enlarged and enhanced as part of this project.

The open space provided is twice as much land as the minimum required under the RPC regulations. This project is also subject to the Worcester County Forest Conservation Law, and a Forest Stand Delineation was submitted and previously approved.

Relative to the general layout and clustering of the development, the Planning Commission finds that the proposed RPC consists of single-family residential lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces within the rear, center and front of the parcels. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one entrance that will be designed to meet the County Roads standards. All roads will be developed to private road standards as indicated by Resolution 20-5. To promote a truly pedestrian scale development, the Zoning Division recommended that a sidewalk be provided along the Beauchamp Road frontage.

**During its previous RPC review, a sidewalk exhibit was provided showing that sidewalks were proposed along a portion of the Beauchamp Road frontage, from the proposed entrance to the south towards the St. John Neumann Catholic Church property. No sidewalk was proposed north towards the River Run development. The applicants stated during the previous review that they would consider extending the sidewalk in that direction as part of the Step II review. It is recommended that the Planning Commission review this again in the future as part of their Step II & III reviews and that the applicants provide staff with an updated sidewalk exhibit.*

No culs-de-sac or dead-end streets are proposed within this development.

Overall, the Planning Commission finds that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5), on the condition that a sidewalk be provided along Beauchamp Road as shown on the sidewalk exhibit, with consideration given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road.

5. The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project:

Within the original written narrative, the applicant states that all water, sewer and road infrastructure for the development will be constructed within the first phase. Construction of the residential portion of the development will occur based on market demand.

Overall, the Planning Commission finds that the RPC has demonstrated that reasonable consideration has been given to the provision for and construction of the public facilities, services and utilities necessary to serve the project within their construction schedule.

- 6. The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses:**

Connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single entrance onto Beauchamp Road, therefore limiting multiple points of access. The original written narrative notes that a traffic study was conducted in 2016, and a Trip Generation Summary sheet updating that information was prepared by Carpenter Engineering and is attached to the narrative. A copy of the 2016 traffic study was not submitted for the Technical Review Committee or Planning Commission's review. Both the written narrative and the Trip Generation Summary state that Beauchamp Road, as well as the intersection of Beauchamp Road and MD Route 589 (Racetrack Road) will perform at a Level of Service (LOS) A before and after the addition of this proposed subdivision.

Relative to the adequacy of pedestrian and bicycle circulation, as stated in Item No. 4 above, to promote a truly pedestrian scale development, the Zoning Division recommended that a sidewalk be provided along the Beauchamp Road frontage, which will need to be re-provided to staff prior to review by the Technical Review Committee's review of Steps II and III.

Based on the previously submitted supplemental traffic analysis provided, the Planning Commission concluded that the access point to Beauchamp Road will not have a significantly adverse impact on traffic patterns in the area. The Planning Commission also concludes that the Department of Public Works, County Roads Division is ensuring that all public road improvements and entrance design requirements are being met. Therefore the Planning Commission finds the transportation network to be suitable for this development, again on the condition that a sidewalk be provided along Beauchamp Road, with consideration given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road.

- 7. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines:**

The Comprehensive Plan notes that “[s]ewer service...is one of the county’s most powerful growth management tools” (Chapter 6). This development has obtained approval for a Water and Sewer Plan Amendment and Sanitary Service Area Amendment in order to obtain sewer from the existing River Run service area, with water being provided by the Ocean Pines service area. An EDU Chart has been provided on Sheet 1. The Water and Wastewater Division of the Department of Public Works will reserve comments pending submission of detailed utility plans which will occur in future steps.

The Planning Commission finds that, based on the recommendation and approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the River Run (sewer) and Ocean Pines (water) Sanitary Service Areas.

IV. THE RECOMMENDATION OF THE PLANNING COMMISSION

Based upon its findings, the Planning Commission finds that the area in which the subject property is located currently consists of two (2) parcels. Parcel 127 abuts the River Run residential subdivision and is within the “Existing Developed Areas” (EDA) land use category of the Comprehensive Plan. Parcel 259 is located within the “Agricultural” land use category of the Comprehensive Plan. The EDA category recognizes the importance of maintaining the neighborhood character, and provides for orderly infill development in unincorporated areas. The Ocean Pines area is specifically mentioned for infill development. The Comprehensive Plan further states that “[a]ppropriate zoning providing for densities and uses consistent with this character should be instituted” (Chapter 2). In 2018, the Worcester County Commissioners rezoned a portion of this property from E-1 Estate District to R-1 Rural Residential District. While a portion of this development is within the Agricultural land use category, this property has been utilized as a commercial golf course for many years before its closure in 2010. Overall, the conversion of the golf course into a residential subdivision will not result in the loss of agricultural production, nor would it be incompatible with the surrounding neighborhood. As justification for their decision to rezone the property to R-1 Rural Residential District, the Planning Commission previously found during original approvals that Windmill Creek would have been a more accurate boundary between the Existing Developed Area and the Agricultural land use categories.

The R-1 Rural Residential District has a recommended density of one (1) unit per one (1) acre and therefore the Planning Commission concludes that the proposed Refuge at Windmill Creek RPC, which has a density of one (1) unit per acre, is thus in accordance with the Comprehensive Plan. Additionally, the proposed project as submitted complies with the regulations as set forth in §ZS 1-315 relative to residential planned communities. Furthermore, the Planning Commission notes that the proposed project maintains sensitive non-tidal wetlands and wooded areas, and

incorporates measures to improve water quality. The Planning Commission also concludes that the project will not have an adverse impact on local traffic and transportation patterns. The Planning Commission finds that based on the approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the River Run and Ocean Pines Sanitary Service Areas for sewer and water respectively.

Therefore, based upon its review, the Planning Commission favorably recommends that the request for establishment of the residential planned community floating zone for The Refuge at Windmill Creek RPC be approved.

V. ATTACHMENTS

1. The **Step II** Technical Review Committee Report, including the comments of individual Committee members;
2. Supplemental comments;
3. The applicant's written narratives (original and updated);
4. Illustration of sample homes proposed to be developed;
5. Site Plans
6. §ZS 1-315 of the Zoning and Subdivision Control Article are attached.

**It should be noted that many comments submitted by various TRC members pertain more to later review stages such as the Step II and Step III implementation step, at which time subdivision plats would be submitted, or to the building/zoning permit stage.*



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

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

December 14, 2022

Project: The Refuge at Windmill Creek (formerly Evergreen Village) Step I Review – Previously approved, yet expired, proposed 90 single-family lot subdivision, northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts

Prepared by: Kristen M. Tremblay, AICP, Zoning Administrator

Contact: ktremblay@co.worcester.md.us or (410) 632-1200

GENERAL PROCEDURE:

The Technical Review Committee shall review the application and meet with the applicants to provide comments for correction or discussion. The applicants are responsible for submitting 10 copies of a revised Step I plan and updated narrative that addresses the Technical Review Committee's concerns. Following the meeting, the Technical Review Committee shall prepare a report to be forwarded to the Planning Commission for review within 90 days after the receipt of the revised plan.

The Planning Commission shall make findings of fact relative to the application and its consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and all other applicable laws and regulations. The seven (7) findings of the Technical Review Committee above must also be addressed by the Planning Commission in their report to the County Commissioners. The Planning Commission shall make a recommendation (favorable or unfavorable) relative to the application which may address the items outlined in the Technical Review Committee Report or other items as appropriate within 90 days.

The County Commissioners shall review the application and the Technical Review Committee Report, the Planning Commission's findings, and hold a public hearing within 90 days of the receipt of the Planning Commission's recommendation. Notice of the public hearing shall have the same procedural formalities as a map amendment. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six (6) months of the

public hearing shall constitute a denial. Any approval by the County Commissioners must be unconditionally accepted as approved in writing within 90 days.

Step I approval shall be valid for one (1) year and shall automatically terminate if the Step II approval has not been obtained. The County Commissioners may grant a maximum of one additional year provided the request is made a minimum of 60 days in advance of the expiration of the Step I approval and granted prior to the expiration.

Any questions relative to the review process should be directed to Kristen M. Tremblay at (410) 632-1200.

Project Specific Comments: This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

§ZS1-210	R-1 Rural Residential District
§ZS1-215	RP Resource Protection District
§ZS1-305	Lot Requirements Generally
§ZS1-306	Access to Structures
§ZS1-315	RPC Residential Planned Communities
§ZS1-319	Access and Traffic Circulation Requirements
§ZS1-320	Off-Street Parking Areas
§ZS1-321	Off Street Loading Spaces
§ZS1-322	Landscaping and Buffering Requirements
§ZS1-323	Exterior Lighting
§ZS1-324	Signs
§ZS1-325	Site Plan Review
§ZS1-326	Classification of Highways
§ZS1-327	Additional Setbacks from Drainage Ditches and Stormwater Management Facilities

1. Please provide a narrative that addresses the seven (7) items required by ZS1-315(k)(2)A(1)(ix)(a-g) also found on the following page. <https://ecode360.com/14020765>
2. Please update the site plan property ownership from ‘Evergreen LLC’ to ‘The Refuge at Windmill Creek LLC.’ The address is 506 Main Street 3rd Floor Gaithersburg, MD 20818. Sheets one (1) and two (2).
3. Please show percentages of the open space requirements on the Title Sheet as follows below. <https://ecode360.com/14020711>

“5. Requirements for open space shall be as follows:

- (i) A minimum of fifty percent of the required open space must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent of this area may be private wetlands.
- (ii) A minimum of ten percent of the required open space must be for active recreation.
- (iii) A minimum of twenty percent of the required open space must be for passive recreation.
- (iv) All open space and areas for active and passive recreation required by Subsection (d)(2)B5 hereof shall be dedicated, developed and perpetually protected to satisfy the requirements as contained herein.” – §ZS1-315(d)(2)(5).

***A written statement addressing the following must be included in submission materials for the Planning Commission’s review:**

- a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.
- b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
- c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
- d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
- e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.
- f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.
- g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.

WORCESTER COUNTY PLANNING COMMISSION

MEETING DATE: January 5, 2023

PURPOSE: Site Plan Revision Review

DEVELOPMENT: The Refuge at Windmill Creek (Previously approved as 'Evergreen Village')

PROJECT: The Refuge at Windmill Creek Major RPC Step I concept plan review.

LOCATION: Located on the northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3.

ZONING DESIGNATION: R-1 Rural Residential and RP Resource Protection Districts.

BACKGROUND: The current resubmission seeks a 90 single family lot subdivision Residential Planned Community (RPC) with recreational amenities consisting of multi-purpose athletic courts, playgrounds, outdoor community meeting space and natural walking paths. Formerly known as 'Evergreen Village,' Step 1 of the project was approved by the Worcester County Commissioners October 1, 2019. The Step II Master Plan and Step III site plan were subsequently reviewed and approved by the Planning Commission on November 7, 2019, however all approvals have since expired.

The proposed project went before the TRC on December 14, 2022 due to the projects expiration for approvals based on Section ZS1- 315(k)(2)(B)(8), as more thoroughly discussed below (see also: <https://ecode360.com/14020804>). A revised site plan was submitted on December 19, 2022 for review by the Planning Commission.

Please note that this project is subject to the *Worcester County Design Guidelines and Standards for Commercial Uses*.

The Technical Review Committee (TRC) Staff Report for the previously approved Step II is attached for your consideration.

CURRENT REQUEST: Given its general familiarity with the status of the overall project and as the Planning Commission may see in the attached plans, it should be noted that there are nominal changes to the proposed site plan from what was previously approved. According to the attached letter, dated December 2022, as prepared by Carpenter Engineering, LLC., the proposed construction will redevelop an abandoned golf course in two (2) construction phases on 'approved private roads' as previously approved by the County Commissioners.

Due to the uniqueness of the situation and in the interest of expediency, the original Step II Technical Review Committee Report (in which the findings remain relevant to this proposal) has been attached to refresh those on the Planning Commission to provide context to members in lieu of a new report. The project has had some ground-clearing and grading as can be evidenced by aerial maps found on publicly available websites.

The proposed changes include:

- The addition of a sanitary sewer pump station parcel to be dedicated to Worcester County Government and includes a required revision to the previously approved forest conservation areas.
- The addition of the pump station requires the reduction of two (2) of the 90 parcel lot widths from 100 feet wide to 90 feet wide each.

Housekeeping items from the Technical Review Committee Staff Report have been addressed including ownership and the percentages of open spaces shown on the site plan.

The attached narrative (December 2022) provided by Carpenter Engineering, LLC., addresses the seven (7) items as required by the Zoning Ordinance for RPC's (ZS1-315(k)(2)(B)(3)(i-vii). The Planning Commission is encouraged to review the letter and determine if the answers are still in keeping with the spirit of the code and the original approvals as attached. If there are any items it wishes to pay particular attention to or has concerns with, staff suggests that it be discussed at the meeting.

FOREST CONSERVATION LAW: This property is subject to the Worcester County Forest Conservation Law. Written confirmation will be required from the Department of Environmental Programs Natural Resources Division relative to Forestry requirements prior to the Department granting signature approval. An amended Forest Conservation Plan must be submitted and approved prior to the Step II RPC review by the Planning Commission.

CRITICAL AREA LAW: This property is located outside of the Atlantic Coastal Bays Critical Area (ACBCA) program boundary. Written confirmation will be required from the Department of Environmental Programs Natural Resources Division relative to Critical Area requirements prior to the Department granting signature approval.

STORMWATER MANAGEMENT/ SEDIMENT EROSION CONTROL: This project is subject to the Worcester County Stormwater Ordinance. The project will need Stormwater Concept Plan approval prior to the project being reviewed by the Technical Review Committee during the Step II RPC review. Written confirmation will be required from the Dept. of Environmental Programs Natural Resources Division relative to Stormwater Management requirements prior to the Department granting signature approval.

WATER SUPPLY AND WASTEWATER SERVICES: The sewer for this project would be served by the River Run Sanitary Service Area and the Ocean Pines Sanitary Service Area for water. Please provide written confirmation from the Department of Public Works, Water and Wastewater Division that the appropriate utilities and easements are shown on the plan prior to signature approval.

Written confirmation will be required from the Department of Environmental Programs that their requirements have been met prior to signature approval.

OWNER: The Refuge at Windmill Creek, LLC.

ENGINEER: / Carpenter Engineering, LLC

PREPARED BY: Kristen M. Tremblay, AICP, Zoning Administrator

TECHNICAL REVIEW COMMITTEE

REPORT

EVERGREEN VILLAGE

RESIDENTIAL PLANNED COMMUNITY

STEP I

May 8, 2019

GENERAL INFORMATION:

Date of TRC Review: May 8, 2019

Approval requested: Step I Residential Planned Community – Establishment of the RPC Floating Zone – Evergreen Village

Project Description: Proposed 90 single-family lot subdivision

Location: Northwest side of Beauchamp Road, north of MD Route 589 (Racetrack Road), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts

Owner: Evergreen, LLC
9919 Stephen Decatur Highway
Ocean City, MD 21842

Land Planner: R.D. Hand & Associates, Inc.
12302 Collins Road
Bishopville, MD 21813

Existing Conditions: The development consists of two parcels of land, totaling 94.7 acres and is formerly known as Pine Shore Golf North, which has been closed since 2010. The property has since remained vacant, though the clubhouse, parking lot and other structures associated with the golf course still remain. Approximately 90.4 acres is located within the R-1 Rural Residential District, with the remaining 4.3 acres located in the RP Resource Protection District. The site contains 89.62 acres of upland and 5.08 acres of non-tidal wetlands and existing ponds. A portion of the property was rezoned from E-1 Estate District to R-1 Rural Residential District in 2018 by the Worcester County Commissioners. The boundary of the RP Resource Protection District did not change as a result of this action.

Proposed Project: The Evergreen Village RPC as shown on the Step I Concept Plan is proposed to be a single-family residential development comprised of a total of 90 residential lots. There are no commercial uses proposed as part of this development plan. Proposed open space totals approximately 57.18 acres, consisting of 46.07 acres of uplands and 11.11 acres of non-tidal wetlands/ ponds. Within this total, 3.0 acres of active recreation and 15.0 acres of passive recreation are proposed. The Step I plan indicates that there will be one point of access to the project from Beauchamp Road.

COMMENTS RELATIVE TO COMPLIANCE WITH BASIC RPC REQUIREMENTS:

Zoning: A development is required to meet the major RPC standards when consisting of greater than 20 proposed units. RPC's are permitted in the R-1 Rural Residential District.

Lands located within the project's boundaries and zoned RP Resource Protection District may be included within the RPC's boundaries, though it may not be included in the calculation for allowable density.

Permitted Uses: In that the proposed RPC is comprised of single-family dwelling lots, it complies with the RPC regulations relative to permitted uses.

Density: In the R-1 District, a maximum of one unit per one acre of the total gross lot area are allowed, exclusive of lands in the RP District. A total of 90.4 acres of land are in the R-1 District. Therefore, the total permitted and proposed density is 90 units.

Maximum limitation of 70% for residential uses: The project proposes to utilize 34.52 acres of its land area for residential uses including streets, or 36.4%.

Maximum limitation of 20% of retail and service uses: This project has no retail and service uses proposed.

Minimum requirement of 30% for common use open space and recreational areas: The total project area is 94.7 acres. Therefore, a minimum of 28.41 acres shall be set aside in open space. The project as currently designed is proposing a total of 57.18 acres of open space, or 60%. According to the Step I plan, it will consist of 46.07 acres of uplands and 11.11 acres of non-tidal wetlands and ponds. Open space is required to have a certain amount of active and passive recreational features, as well as lands preserved in their natural state. The breakdown is required as follows:

- **Minimum of 50% of required open space shall be retained in its natural state:** A minimum of 14.2 acres of natural open space is required. The project is proposing to provide 39.18 acres of the total open space/ reserved lands of the developer in a natural state. No more than 50% of the area dedicated as natural open space may be private wetlands, constituting a maximum of 7.1 acres.
 - The applicant will need to revise the plan to clarify the 50% natural open space requirement as explained herein, as the numbers on the plan for open space required do not match.
- **Minimum of 10% of required open space shall be for active recreation:** The project is required to provide 2.84 acres of active recreation open space. Active recreation is defined as uses, areas or activities that are oriented towards potential competition and involving special equipment. Within the 3.0 acres of active open space provided, the project is proposing features such as a community swimming pool, tennis courts and a playground.
- **Minimum of 20% of required open space shall be for passive recreation:** A minimum of 5.68 acres of passive open space is required. The project is proposing to provide 15 acres of the total open space in passive recreation. Passive recreation is defined as uses, areas or activities oriented to noncompetitive activities which typically require no special equipment. The written narrative states that walking and bird watching trails will be provided as passive recreation.

FINDINGS AND RECOMMENDATIONS OF THE TECHNICAL REVIEW COMMITTEE:

1. The relationship of the RPC with the Comprehensive Plan, zoning regulations, and other established policy guidelines:

The subject property is currently comprised of two separate parcels. Parcel 127 abuts the River Run residential subdivision and is within the “Existing Developed Areas” (EDA) land use category of the Comprehensive Plan. Parcel 259 is located within the “Agricultural” land use category of the Comprehensive Plan.

The EDA category recognizes the importance of maintaining the neighborhood character, and provides for orderly infill development in unincorporated areas. The Ocean Pines area is specifically mentioned for infill development. The Comprehensive Plan further states that “[a]ppropriate zoning providing for densities and uses consistent with this character should be instituted” (Chapter 2). In 2018, the Worcester County Commissioners rezoned a portion of this property from E-1 Estate District to R-1 Rural Residential District.

While a portion of this development is within the Agricultural land use category, this property has been utilized as a commercial golf course for many years before its closure in 2010. Overall, the conversion of the golf course into a residential subdivision will not result in the loss of agricultural production, nor would it be incompatible with the surrounding neighborhood. As justification for their decision to rezone the property to R-1 Rural Residential District, the Planning Commission found that Windmill Creek would have been a more accurate boundary between the Existing Developed Area and the Agricultural land use categories.

Relative to consistency with the zoning regulations, the Technical Review Committee finds that the project site is zoned R-1 Rural Residential and RP Resource Protection District, the R-1 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the Technical Review Committee finds that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A1. The Technical Review Committee reminds the Planning Commission that for individual structures, there shall be no minimum lot area, setback, bulk, lot width, or road frontage requirements. Such standards shall be approved by the Planning Commission during the Step II review.

2. The general location of the site and its relationship to existing land uses in the immediate vicinity:

The subject property is located on the northwest side of Beauchamp Road, north of MD Route 589 (Racetrack Road). The Technical Review Committee finds that this area can best be characterized as a mix of residential, religious and institutional (educational) land uses. The neighboring developments of Ocean Pines, River Run, St. Martins by the Bay and Dawn Circle all consist of primarily single-family dwellings, similar to the proposed project. The proposed development is consistent with the purpose and intent of the R-1 Rural Residential District which states that “[t]his district is intended to protect and preserve the low-density rural residential areas of the County which are not generally planned for substantial population growth”. Population growth has been limited over the recent years as stated in the Planning Commission’s Findings of Fact from the rezoning case in 2018. The development is proposing to be clustered to preserve the open space and protect the natural environment, as intended by these district regulations.

In summary, the Technical Review Committee finds that the proposed use as a single-family residential development is consistent with existing land uses in the vicinity.

3. The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services:

The Technical Review Committee finds that the properties proposed to be developed into the Evergreen Village RPC are presently zoned R-1 Rural Residential and RP Resource Protection Districts. Residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of one (1) dwelling unit per acre was anticipated for this immediate vicinity. The surrounding lands are similarly zoned for residential uses and commercial zoning is located at the corner of Beauchamp Road and Racetrack Road (MD Route 589), with additional commercial amenities within a five-minute drive from the subject properties that will adequately serve the needs of the residents of this development. Therefore, the Technical Review Committee concludes that the proposed Evergreen Village RPC will not have an adverse long-term implication on development patterns in the area.

Fee simple lots is proposed for the development. All public roads within the development shall be constructed to one of the RPC road standards and will be reviewed and approved by the County Roads Division of the Department of Public Works. Should the applicant propose approved private roads, they should include the RPC Approved Private Road Standard on future plans. Approved

private roads will require review and approval by the County Commissioners under the provisions of §ZS 1-123 Approved private roads. The applicant should ensure that the preliminary layout of the travelways as shown on the plan will be able to accommodate one of the road standards.

Relative to certain public facilities, the developer has obtained a Water and Sewerage Plan Amendment to connect the project to public water from the Ocean Pines Sanitary Service Area and sewer will be provided from the River Run Sanitary Service Area as indicated in the comments provided by the Department of Environmental Programs at the Technical Review Committee meeting. The existing abandoned golf course is currently served by a private, on-site septic system and wells that will need to be properly abandoned as part of this approval, and prior to the demolition permit being issued for the existing structures (see Comment No. 2 of the staff's review comments following these findings).

Relative to the potential impact to the projected school enrollments as a result of this development, Mr. Joe Price, Facilities Planner with the Worcester County Board of Education states in his May 3, 2019 letter that there is the possibility of an impact (increase) to the four northern county schools as a result of this development. The replacement Showell Elementary School, located within the immediate vicinity of this project, is currently under construction. Mr. Price has indicated that the school is anticipated to open in September 2020, which is the anticipated starting date for development of this subdivision.

In consideration of their review, the Technical Review Committee finds that there will be no significant negative impacts to public facilities and services resulting from the proposed RPC.

4. The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5):

Relative to the protection of key environmental features, the Technical Review Committee finds that the development is located on Windmill Branch, and has significant wetlands and steep slopes associated with it. The Technical Review Committee also acknowledges that the majority of this area is located within the RP Resource Protection District and is proposed to be placed in a Forest Conservation Easement, thus being protected from disturbance. There is a portion of the non-tidal wetlands and associated buffer that are proposed to be impacted in order to construct two to four of the proposed lots and potentially a portion of the roadway, depending on which sheet you review (see Comment No. 3 of the staff's review comments following these findings). Additionally, except for a small pond that is a regulated wetland, the remaining ponds will be enlarged and enhanced as part of this project.

The open space provided is twice as much land as the minimum required under the RPC regulations. This project is also subject to the Worcester County Forest

Conservation Law, and a Forest Stand Delineation was submitted for review. This plan must be approved during the Step II review of the RPC process as noted in Ms. Jenelle Gerthoffer's Technical Review Committee comments.

Relative to the general layout and clustering of the development, the Technical Review Committee finds that the proposed RPC consists of single-family residential lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces within the rear, center and front of the parcels. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one entrance that will be designed to meet the County Roads standards. All roads will be either approved private roads or a public road, either of which shall be built to one of the County Roads RPC road standards. To promote a truly pedestrian scale development, the Zoning Division is recommending that a sidewalk be provided along the Beauchamp Road frontage.

No culs-de-sac or dead-end streets are proposed within this development.

Overall, the Technical Review Committee finds that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5), on the condition that a sidewalk be provided along Beauchamp Road.

5. The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project:

Within the narrative, the applicant states that all water, sewer and road infrastructure for the development will be constructed within the first phase, in approximately the Fall of 2020. Construction of the residential portion of the development will occur based on market demand. The recreational open space will be prorated based on the number of units constructed within the phases. As always, the Zoning Division strongly encourages the Planning Commission to consider how the passive and active recreation will be phased in during their Step III review, to ensure that adequate facilities are being provided as the project is developed, and are not an afterthought as the last improvements to be made.

Overall, the Technical Review Committee finds that the RPC has demonstrated that reasonable consideration has been given to the provision for and construction of the public facilities, services and utilities necessary to serve the project within their construction schedule.

6. The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed

improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses:

Connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single entrance onto Beauchamp Road, therefore limiting multiple points of access. The written narrative notes that a traffic study was conducted in 2016, and a Trip Generation Summary sheet updating that information was prepared by Carpenter Engineering and is attached to the narrative. A copy of the 2016 traffic study was not submitted for the Technical Review Committee or Planning Commission's review. Both the written narrative and the Trip Generation Summary state that Beauchamp Road, as well as the intersection of Beauchamp Road and MD Route 589 (Racetrack Road) will perform at a Level of Service (LOS) A before and after the addition of this proposed subdivision.

Relative to the adequacy of pedestrian and bicycle circulation, as stated in Item No. 4 above, to promote a truly pedestrian scale development, the Zoning Division is recommending that a sidewalk be provided along the Beauchamp Road frontage.

Based on the supplemental traffic analysis provided, the Technical Review Committee concludes that the access point to Beauchamp Road will not have a significantly adverse impact on traffic patterns in the area. The committee also concludes that the Department of Public Works, County Roads Division is ensuring that all public road improvements and entrance design requirements are being met. Therefore the Technical Review Committee finds the transportation network to be suitable for this development, again on the condition that a sidewalk be provided along Beauchamp Road.

7. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines:

The Comprehensive Plan notes that “[s]ewer service...is one of the county’s most powerful growth management tools” (Chapter 6). This development has obtained approval for a Water and Sewer Plan Amendment and Sanitary Service Area Amendment in order to obtain sewer from the existing River Run service area, with water being provided by the Ocean Pines service area. An EDU Chart has been provided on the C-1 Concept Plan sheet as requested by the Department of Environmental Programs in their Technical Review Committee comments. The Water and Wastewater Division of the Department of Public Works has noted in

their TRC comments that they will reserve comments pending submission of detailed utility plans which will occur in future steps.

The Technical Review Committee finds that, based on the recommendation and approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the River Run (sewer) and Ocean Pines (water) Sanitary Service Areas.

NOTE: Supplemental comments, as well as the comments from the individual members of the Technical Review Committee from the May 8, 2019 meeting are attached.

It should be noted that many of the comments submitted by various TRC members pertain to Step II and III of the review process at which time site plans and subdivision plats would be submitted, or to the permit submittals.

Procedure: The Planning Commission shall make findings of fact relative to the application and its consistency with the Comprehensive Plan, the terms of the *Zoning and Subdivision Control Article*, and all other applicable laws and regulations. The seven findings of the Technical Review Committee above must also be addressed by the Planning Commission in their report to the Worcester County Commissioners. The Planning Commission shall make a recommendation (favorable or unfavorable) relative to the application which may address the items outlined in the Technical Review Committee Report or other items as appropriate.

The Department will submit a request that this project be scheduled for public hearing with the Worcester County Commissioners on Tuesday, September 3, 2019. If the applicant is unable to attend, please notify me as soon as possible, but no later than Friday, July 19, 2019. The next available date would be Tuesday, September 17, 2019.

SUPPLEMENTAL

COMMENTS

FOR

EVERGREEN VILLAGE RPC



The Board of Education of Worcester County

ITEM 35

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

Board Members

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ERIC W. CROPPER, SR.
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JOHN R. QUINN, Ed.D.
Chief Academic Officer

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating Officer

May 3, 2019

Ms. Jennifer K. Keener, AICP
Zoning Administrator
Department of Development Review and Permitting
One West Market Street
Room 1201
Snow Hill, Maryland 21863

Dear Ms. Keener,

Enclosed are Worcester County Board of Education comments regarding Evergreen Village – Request for Establishment of the RPC Floating Zone.

We anticipate the possibility of an impact to the projected school enrollments for our four northern county schools through the construction of the proposed 90 single-family dwelling Evergreen Village subdivision.

Please contact me at (410) 632-5010 if you have any questions.




Joe Price
Facilities Planner
Worcester County Public Schools

Encl.



**Worcester County Board of Education
Project / Rezoning Review Comments
Department of Development Review and Permitting**

Project / Rezoning Application Number:		Evergreen Village - Request for Establishment of RPC F.Z.		
Project / Rezoning Location:		NW side of Beauchamp Rd., North of Racetrack Rd.		
Project / Rezoning Description:		Proposed 90 single-family lot subdivision		
Projected impact on existing schools		Potential for additional students in WCPS schools.		
School Name	State Rated Capacity	Current Enrollment (9/17)	Projected 10-Year High Enrollment	
Showell Elementary School	TBD	533	631*	
Berlin Intermediate School	849	822	718	
Stephen Decatur Middle School	799	650	739	
Stephen Decatur High School	1,454	1,363	1,573	
<p>Other Comments:</p> <p>1. Approval of this proposed subdivision could impact (increase) enrollments at four northern county schools.</p> <p>2. Projected enrollments are based upon Maryland Department of Planning estimates.</p> <p>* Projected enrollment for construction of replacement school serving grades Pre-K through Grade 4. Construction in progress. New (replacement) school scheduled to open in September 2020.</p>				
Worcester County Board of Education Representative:		Joe Price, Facilities Planner		
Signature / Date:		 5/3/19		

TECHNICAL REVIEW COMMITTEE

COMMENTS

MAY 8, 2019 REVIEW

TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Jennifer K. Keener DATE OF MEETING: May 8, 2019PROJECT: Evergreen Village – Request for Establishment of the RPC Floating Zone – Proposed 90 single-family lot subdivision, northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural residential and RP Resource Protection DistrictsAPPLICANT(S) IN ATTENDANCE: Hugh Cropper & Frank LynchTRC MEMBERS IN ATTENDANCE:

- Keener, Zoning Administrator
- Zirkle, DRP Specialist II
- Casey, Customer Service Rep.
- Miller, Building Plans Reviewer III
- Mitchell, Environmental Programs
- Klump, Environmental Programs
- Bradford, Environmental Programs
- Birch, Environmental Programs
- Gerthoffer, Environmental Programs
- Mathers, Environmental Programs
- Owens, Fire Marshal
- Adkins, County Roads
- Berdan, County Roads
- ~~Wilson~~, State Highway Admin. Connors
- Ross, W & WW, DPW
- Clayville, Planning Commission Rep.

X This application is considered to be a Step I RPC plan. Ten copies of the revised concept plan and narrative which address the comments noted within will need to be resubmitted for Planning Commission review. The Technical Review Committee shall prepare a report within 90 days (by July 17, 2019). The applicants are responsible for submitting 10 copies of a revised Step I plan and updated narrative that addresses the Technical Review Committee's concerns. The applicant and specified representatives will be notified of the tentative date and time at which this application will be considered by the Planning Commission. Should you have any questions regarding the attached comments, please feel free to contact the respective Technical Review Committee member.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

May 8, 2019

Project: Evergreen Village – Request for Establishment of the RPC Floating Zone – Proposed 90 single-family lot subdivision, northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural residential and RP Resource Protection Districts

Prepared by: Jennifer K. Keener, AICP, Zoning Administrator

Contact: jkkeener@co.worcester.md.us or (410) 632-1200, extension 1123

GENERAL PROCEDURE:

The Technical Review Committee shall review the application and meet with the applicants to provide comments for correction or discussion. Following the meeting, they shall prepare a report to be forwarded to the Planning Commission for review within 90 days (by July 17, 2019). The applicants are responsible for submitting 10 copies of a revised Step I plan and updated narrative that addresses the Technical Review Committee's concerns.

The Planning Commission shall make findings of fact relative to the application and its consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and all other applicable laws and regulations. The seven findings of the Technical Review Committee above must also be addressed by the Planning Commission in their report to the County Commissioners. The Planning Commission shall make a recommendation (favorable or unfavorable) relative to the application which may address the items outlined in the Technical Review Committee Report or other items as appropriate within 90 days.

The County Commissioners shall review the application and the Technical Review Committee Report, the Planning Commission's findings, and hold a public hearing within 90 days of the receipt of the Planning Commission's recommendation. Notice of the public hearing shall have the same procedural formalities as a map amendment. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six months of the public hearing shall constitute a denial. Any approval by the County Commissioners must be unconditionally accepted as approved in writing within 90 days.

Step I approval shall be valid for one year and shall automatically terminate if the Step II approval has not been obtained. The County Commissioners may grant a maximum of one additional year provided the request is made a minimum of 60 days in advance of the expiration of the Step I approval and granted prior to the expiration.

Any questions relative to the review process should be directed to Jennifer K. Keener at (410) 632-1200, extension 1123.

SPECIFIC COMMENTS:

This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

ZS 1-205	R-1 Rural Residential District
ZS 1-215	RP Resource Protection District
ZS 1-305	Lot requirements generally
ZS 1-306	Access to structures
ZS 1-315	Residential planned communities
ZS 1-319	Access and traffic circulation requirements
ZS 1-320	Off-street parking areas
ZS 1-322	Landscaping and buffering requirements
ZS 1-323	Exterior lighting
ZS 1-324	Signs
ZS 1-325	Site plan review
ZS 1-326	Classification of highways
ZS 1-327	Additional setbacks from drainage ditches and stormwater management facilities

Reviewed
6/13/19

- X It appears that the property is still under the ownership of Nichols Neff Properties, LLC according to the SDAT sheet, though Evergreen, LLC is listed on the Step I plans provided. When is the property anticipated to be transferred? If Evergreen, LLC is not the owner of record prior to the scheduling of the public hearing for the Step I Concept Plan, Nichols Neff Properties, LLC will be listed as the owner;
- 2. Please update all references to the "sixth election" district to the "third tax" district and include the account numbers in the site data chart;
- 3. Please clearly identify the zoning boundary line between the R-1 District and the RP District on the concept plan and all other applicable sheets;
- 4. All roads within the development shall be constructed to one of the RPC road standards. If you choose to develop the subdivision with fee simple lots on approved private roads, approval will have to be given under the provisions of §ZS 1-123 Approved private roads during the Step II or III process;
- 5. Please identify the boundaries of the various flood zones on the applicable sheets per §ZS 1-315(k)(2)A.1(ii);
- 6. Under the general design standards of §ZS 1-315(j)(1), special consideration shall be given to the protection of the wetland areas. How is this plan minimizing/ avoiding the non-tidal wetlands and associated buffer area as well as the existing forested areas with

- its design? The written statement indicates that wetland disturbances have been avoided. If approved, applicable wetland impact approvals shall be provided to the Department;
7. Please add the applicable contours as required by §ZS 1-315(k)(2)A.1(i);
 - ✓8. Per §ZS 1-315(k)(2)A.1(i), please add a note that this project is not located within the Critical Areas per the comments provided by the Department of Environmental Programs, Natural Resources Division;
 - ✓9. Please add the applicable water and sewer information as required by §ZS 1-315(k)(2)A.1(vi);
 - ⑩10. Will sidewalks be provided to promote walkability per §ZS 1-315(j)(4) and §ZS 1-315(k)(2)A.1(vii)? Will any sidewalks be provided along Beauchamp Road? Given the nature of the traffic along that roadway, staff would recommend incorporating a sidewalk into the design;
 11. Supplemental/ updated information on the traffic counts was attached to the written statement, but a copy of the 2016 traffic study was not provided with this submission. The 2016 traffic study is a part of the record for the rezoning application that was approved in 2016. The Planning Commission may request an additional copy to be included in this particular matter, with the attached updates, should they so choose, in order to justify the findings that must be made relative to a residential planned community;
 12. Detailed phasing plans showing how the amenities are being prorated shall be provided during the Step III subdivision review. Please keep in mind that all open space as well as areas for active and passive recreation are to be dedicated, developed and perpetually protected per §ZS 1-315(d)(2)B.5(iv);
 13. As a reminder, the Planning Commission shall review and approve the proposed setbacks as part of their Step II review;
 14. The Planning Commission shall also require general plans indicating the proposed architectural style of the development as part of their Step II review, however please update the written statement to generally outline what that style will consist of in accordance with §ZS 1-315(j)(2);

The Technical Review Committee shall make findings relative to the items listed below. If any member has additional comments relative to regulations under their purview that they feel need to be further expounded upon, please notify me in writing no later than **Wednesday, June 19, 2019** so that the Technical Review Committee Report may be prepared.

- a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.
- b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
- c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
- d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
- e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.
- f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.
- g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.



Worcester County

Department of Environmental Programs
Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for May 8, 2019 Meeting

From: Environmental Programs Staff

Subject: Evergreen Village, RPC, TM 15 P 127 & 259

Date: May 2, 2019

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. There was no existing conditions plan submitted. All existing wells and septic tanks must be found and either sealed by a well driller or pumped and filled. Abandonment Reports are needed for all. A demolition permit has been in house for years waiting for these abandonments. The locations of these wells and septic tanks should be shown on an "Existing Conditions Plan" to prevent the potential for future contamination during demolition and construction activities on the property.
2. The EDU chart for sewer allocations is not shown on the site plan. Please also indicate on the plan that this RPC will be served by River Run Sanitary Service Area for sewage and Ocean Pines Sanitary Service Area for water.
3. The Written Statement accompanying the sketch plan lists the Ocean Pines Sanitary Service Area as the sewer and water provider for the RPC. That should be amended as described in comment #2.
4. A natural gas main has been installed and is available to this community. Gas permits will be needed if gas utilized within the community.
5. Plumbing Code is the 2015 National Standard Plumbing Code (NSPC) Illustrated (National Association of Plumbing-Heating-Cooling Contractors). The Gas Code is National Fuel Gas Code, ANSI Z223.1, NFPA 54, 2015 Edition, for natural gas.



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

TECHNICAL REVIEW COMMITTEE
FOREST CONSERVATION REVIEW

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

STAFF PERSON: Jenelle Gerthoffer (JG)

DATE OF MEETING: May 8, 2019

PROJECT: Evergreen Village RPC

LOCATION: Tax Map 15, Parcels 127 & 259

OWNER/DEVELOPER: Evergreen, LLC

SURVEYOR/ENGINEER: R.D. Hand and Associates, Inc.

This project is subject to the Worcester County Forest Conservation Law. A Forest Conservation Application, fee, and Forest Stand Delineation (FSD) must be submitted and approved prior to this project being reviewed by the Technical Review Committee during the Step II RPC review. A FSD was submitted for review, but requires revisions, as noted in a separate report previously provided to R.D. Hand and Associates, Inc. Once the revised FSD is provided, the correct fee amount can be determined.

This project is subject to the Worcester County Stormwater Ordinance. In order to ensure design changes are not needed, this project needs Stormwater Concept plan prior to this project being reviewed by the Technical Review Committee during the Step II RPC review.



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAM
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS/FORESTRY
COMMUNITY HYGIENE

MEMORANDUM

DATE: April 24, 2019
TO: Worcester County Technical Review Committee
FROM: Joy S. Birch, Natural Resources Specialist III *JB*
RE: May 8, 2019 Technical Review Committee Meeting

- Evergreen Village – Request for Establishment of the RPC Floating Zone – Proposed 90 single-family lot subdivision, northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts, Evergreen LLC, owner / R.D. Hand & Associates, Inc., land planner. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program. **No Comment.**

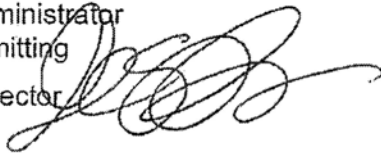
**WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
WATER & WASTEWATER DIVISION
INTEROFFICE MEMORANDUM**

TO: Jennifer K. Keener, Zoning Administrator
Development Review and Permitting

FROM: John S. Ross, P.E., Deputy Director

DATE: April 26, 2019

SUBJECT: TRC Meeting – May 8, 2019



Site Plan Review

A. Ebenezer Solar - Proposed construction of a 1.35 MW (DC) solar photovoltaic facility, located on the easterly side of Whaleyville Road (MD Route 610), south of Ebenezer Road, Tax Map 8, Parcels 41 & 162, Lot 2, Tax District 5, A-1 Agricultural District, Peggy Anne and Howard G. Wiles for life, owner/ Groundstar Energy, c/o Finn McCabe, developer;

1. No Comment

B. Main Street Storage – Proposed construction of four self-storage buildings consisting of 9,484 square feet and 53 units, located on the easterly side of MD Route 818 (Main Street), south of US Route 50 (Ocean Gateway), Tax Map 25, Parcel 54, Tax District 3, C-2 General Commercial District, Arden Center, LLC, owner/ J.W. Salm Engineering, Inc., engineer;

1. No Comment

Residential Planned Communities

A. Evergreen Village – Request for Establishment of the RPC Floating Zone – Proposed 90 single-family lot subdivision, northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 and 259, Tax District 3, R-1 Rural residential and RP Resource Protection Districts, Evergreen, LLC, owner/ R.D. Hand & Associates, Inc., land planner;

1. Confirm adequate EDUs have been assigned to the project
2. Reserve further comments until utility plans are completed

cc: John H. Tustin, P.E. Director





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

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Jennifer Kenner, Zoning Administrator
FROM: Frank J. Adkins, Roads Superintendent (FA)
DATE: May 1, 2019
SUBJECT: TRC Meeting – May 8, 2019

DIVISIONS

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

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

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

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

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

.....
Section 1-325 Site Plan Review

A. Ebenezer Solar

- 1. No comments at this time.. Borders State Highway.

B. Main Street Storage

- 1. No comments at this time. Borders State Highway.

Section 1-315 Site Plan Review

* **A. Evergreen Village**

- 1. Since this project is listed as a Residential Planned Community, any roads are to be built to an RPC road standard which may include an RPC Approved Private Road Standard WO 200-06.
- 2. Reserve comments pending review of construction drawings.

cc: John H. Tustin, P.E.

FJA:ll
\\wfile2\users\llawrence\TRC\2019\5.8.19.doc



Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

April 30, 2019

Ms. Jennifer Keener, Zoning Administrator
Department of Developing, Review and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

Dear Ms. Keener:

Thank you for the opportunity to review the submittal for the proposed Evergreen Village RPC, located on the northwest side of Beauchamp Road, north of MD 589, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans and we are pleased to respond.

This step I RPC plan proposes the construction of a 90 single-family lot subdivision. A field review of the property determined that Beauchamp Road is not within the jurisdiction of MDOT SHA, and we do not anticipate the project will negatively impact the surrounding State roadway network. Therefore, the MDOT SHA has no objection to the construction as proposed.

If you have any questions, or require anything additional, please contact Mr. Daniel Wilson, Access Management Regional Engineer, via email at dwilson12@sha.state.md.us, or by calling him directly at 410-677-4048. He'll be happy to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read 'James W. Meredith'. The signature is written in a cursive style with a long, sweeping underline.

James W. Meredith
District Engineer

cc: Mr. Hicham Baassiri, Assistant District Engineer-Project Development, MDOT SHA
Mr. Mike Marvel, Resident Maintenance Engineer, MDOT SHA
Mr. Daniel Wilson, Access Management Regional Engineer, MDOT SHA



GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1003
 SNOW HILL, MARYLAND 21863-1194
 TEL: 410-632-5666
 FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: **Evergreen Village RPC**
 LOCATION: **Tax Map 15; Parcel 127 & 259**
 CONTACT: **Evergreen LLC**
 MEETING DATE: **May 8, 2019**

TRC #: **2019186**

COMMENTS BY: **Matthew Owens**
Chief Deputy Fire Marshal

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

Establishment of the RPC Floating Zone for a proposed 90 single-family lot subdivision.

General Comments

1. A water supply for fire protection shall be identified indicating the following:
 - a. Water Source
 - b. Engineering study for reliability of water source
 - c. Size (in gallons) of water source
 - d. Replenishment of water supply
 - e. Diameter of in ground pipe
 - f. Number of hydrants
 - g. Location of hydrants
 - h. Roadway width and surface types
 - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

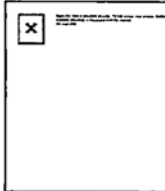

1. The proposed single family units shall be protected by an automatic sprinkler system. Plans shall be submitted and approved by this office prior to the installation of such system.
2. The placement and location of fire hydrants shall be coordinated with our office.
3. No further comments at this time.

Jennifer Keener

From: Rob Clarke -DNR- <rob.clarke@maryland.gov>
Sent: Friday, April 26, 2019 2:58 PM
To: Jennifer Keener
Subject: Re: Proposed Residential Planned Community request

Jennifer,

On behalf of the Maryland Forest Service, I have no comments on this project proposal.

	<p>Rob Clarke Acting Project Manager Lower Shore Project</p> <p>Maryland Forest Service Department of Natural Resources 10990 Market Lane Princess Anne, MD 21853-2910 Office: 410-651-2004 Mobile: 443-235-1636 Rob.Clarke@Maryland.gov</p>
 dnr.maryland.gov	

[Click here](#) to complete a three question customer experience survey.

On Fri, Apr 26, 2019 at 2:54 PM Jennifer Keener <jkkeener@co.worcester.md.us> wrote:

Good afternoon,

Please find my request for comments attached.

Sincerely,

EVERGREEN VILLAGE
RESIDENTIAL PLANNED COMMUNITY

TAX MAP 15, PARCELS 127 AND 259
SIXTH ELECTION DISTRICT
WORCESTER COUNTY, MARYLAND

PREPARED FOR
EVERGREEN LLC
9919 STEPHEN DECATUR HGY
OCEAN CITY, MARYLAND 21842

PREPARED BY
R.D. HAND AND ASSOCIATES, INC.
12302 Collins Road
Bishopville, MD 21813
410-352-5623

April 16, 2019
REV. May 10, 2019

Evergreen Village is a proposed Residential Planned Community (RPC) consisting of 90 single family lots and recreational amenities consisting of a swimming pool, tennis courts, playground and walking/bird watching trails.

Evergreen Village is consistent with the goals and objectives of the Worcester County Comprehensive plan in that it is close to population centers (Ocean Pines) and has direct access to MD Route 589 a major collector highway.

Evergreen Village is zoned R-1, Rural Residential and RP, Resource Protection. The R-1 zoning allows single family uses by right. Single family, multi-family and townhouses developments consisting of 20 units or more are required to conform to the RPC process. Evergreen Village's design is consistent with RPC and zoning code criteria and requirements.

Evergreen Village is directly across Beauchamp Road from the Ocean Pines subdivision. River Run subdivision and golf course is contiguous to the project on the east. St. John Neumann School and church are contiguous to the west. Evergreen Village is compatible with all the uses in the neighborhood.

Evergreen Village will be serviced by Beauchamp Road and Maryland 589 which is a major collector highway. Sewer will be provided by the River Run sewer treatment plant and water will be provided via the Ocean Pines service area facilities which have enough capacity for the project. Evergreen Village will be an infill development and compliment the neighborhood.

Evergreen Village design has identified key environmental features and avoided disturbances to non-tidal wetlands, floodplains, critical, and/or special habitat and aquifer recharge areas. The existing forested wetland along Windmill Branch will be protected via a perpetual protective agreement for forestry. Except for a small portion of regulated pond, the existed regulated ponds will be enlarged and enhanced. The project clusters residential features in a pedestrian friendly scale.

The clustered design of Evergreen Village minimizes the consumption of land, optimizes open space and maximizes open space while reducing impervious surfaces.

In order to reduce impacts to sensitive areas and non-tidal wetlands, Evergreen Village's design proposes no cul-de-sacs to service the residential component of the project.

Evergreen Village construction is anticipated to begin in the fall of 2020. Phasing will consist of construction of all sewer, water, road ways, amenities and trails for the residential subdivision all at one time. It is anticipated that a temporary sales office will be constructed for sales of the residential units in the fall of 2020. Construction of the residential units will be based

on market demand but is anticipated to start in the fall of 2020. Recreational areas will be provided in accordance with code requirements and prorated based on the number of units constructed in the individual phases.

An update, by Carpenter Engineering, to the traffic study performed by the Traffic Group, Inc, prepared in 2016 is attached. This shows that traffic on Beauchamp Road and Route 589 perform at service level A before and after the addition of this project

P.O. Box 3460, Ocean City, MD 21843

☎ 3024386745

☎ 8883722844

📘 CarpenterEngineeringLLC

Ronnie@CarpenterEngineeringLLC.com



April 16, 2019

Mr. Dan Wilson
Maryland State Highway Administration, District 1
660 West Road
Salisbury, MD 21801

Via Electronic Mail

RE: Trip Generation Summary
Evergreen Village, formerly Pine Shores North
Berlin, Worcester County, Maryland

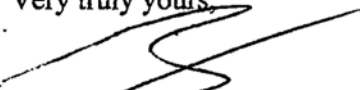
Dear Mr. Wilson:

Carpenter Engineer, LLC (CE) is pleased to submit this correspondence detailing trip generation information for the project known as Evergreen Village, formerly known as Pine Shores North. The project proposes the construction of 90 single family detached dwelling units with an onsite community pool and other community amenities. The project proposes connection to public sewer and water services. The site is situated along Beauchamp Road northeasterly of the intersection of Beauchamp Road with Racetrack Road.

Land use code 210 – Single Family Detached Housing, from the ITE Trip Generation Manual, 10th Edition was applied to the proposed unit count to determine average daily trips and peak hour trips. It is important to note that the level of service was previously determined to be Level A for Beauchamp Road at the proposed site access, and Level A for Beauchamp Road at Maryland Route 589. Please refer to the previously submitted Traffic Impact Analysis prepared by The Traffic Group and dated June 14, 2016.

Please contact me at (302) 438-6745 or Ronnie@CarpenterEngineeringLLC.com if you have any questions or comments. I thank you in advance for your review of this project.

Very truly yours,


Ronnie B. Carpenter, P.E.
Carpenter Engineering, LLC

Enclosures: Trip Generation Summary and Data Sheets

P.C. Mr. Robert D. Hand – R. D. Hand Associates, Inc. (w/ enclosures)



Evergreen Village
Formerly Pine Shores North
Trip Generation Summary
April 14, 2019
Page 1 of 1

Proposed Single Family Detached Housing Community

90 Detached Dwelling Units

Land use code 210 (Single Family Detached Housing)

Note: Average and fitted curve equations provided by ITE Trip Generation Manual, 10th Edition

Average Weekday

Daily trips via average rate = 850

Daily trips via fitted curve = 944

Weekday Peak Hour of Generator

AM Peak rate via average rate = 68

AM Peak rate via fitted curve = 73

PM Peak rate via average rate = 90

PM Peak rate via fitted curve = 97

Saturday

Peak Hour via average rate = 84

Peak Hour via fitted curve = 94

Sunday

Peak Hour via average rate = 77

Peak Hour via fitted curve = 82

Worcester County, MD
Friday, April 26, 2019

Subtitle ZS1:III. Supplementary Districts and District Regulations

§ ZS 1-315. RPC residential planned communities.

- (a) Purpose and intent. Residential planned communities are intended to encourage the best possible design of building forms and site planning for tracts of land under a unified plan of development. Holistic control over an entire development, rather than lot-by-lot regulation, and flexibility in requirements is intended to produce a well-designed development that will provide a variety of housing types, preserve open space and natural vegetation for scenic and recreational uses, reduce impervious surfaces, and have a beneficial effect upon the health, safety and general welfare of the people of the County. The regulations established in this section allow flexibility and thus permit and encourage more imaginative and environmentally sensitive development. To ensure that a residential planned community shall conform to the character and nature of the district in which it is located, achieve a maximum of coordination between the residential planned community and neighboring land uses, promote the intent and purposes of this Title and encourage the most appropriate use of land within the area of the residential planned community, specific and additional standards are established as set forth in this section.
- (b) Classification, location and area requirements. Residential planned communities shall be reviewed and approved by the pertinent body and shall be designated as either minor or major. Major residential planned communities shall be established as floating zones by the County Commissioners. Minor residential planned communities shall be defined as those having twenty or fewer residential units while major residential planned communities shall be those having more than twenty residential units. A series of separate minor residential planned communities created from the same parcel as it existed on the effective date hereof shall be considered a major residential planned community when the cumulative effect of such separate residential planned communities meets the criteria of a major residential planned community. Residential planned communities may be permitted in accordance with the provisions hereof in the E-1, V-1, R-1, R-2, R-3 and R-4 Districts. Land zoned RP which is within the boundaries of the property subjected to a residential planned community may be included within the residential planned community boundaries. Land within the boundaries of the residential planned community which is located in any C or CM District may be included in the residential planned community if the area of the C or CM District does not exceed five percent of the gross area of a minor residential planned community or fifteen percent of the gross area of a major residential planned community. Furthermore, each major residential planned community containing land in the C or CM District shall utilize a minimum of fifty percent of the gross acreage of the C or CM zoned land for retail or service uses as permitted in the C-2 General Commercial District somewhere in the project.
[Amended 8-15-2017 by Bill No. 17-8]
- (c) Permitted uses and structures. The following uses and structures may be permitted in a residential planned community:
- (1) Minor residential planned communities: Permitted principal uses and structures shall be limited to the permitted principal uses and accessory uses allowed by the district regulations of the underlying zoning district. Any use allowed by special exception is permitted in a minor residential planned community, provided the approval of the Board of Zoning Appeals is

obtained. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal uses cited in the C-1 Neighborhood Commercial District regulations.

(2) Major residential planned communities: Permitted principal uses and structures shall be the permitted principal uses, special exception uses and accessory uses allowed by the R-4 General Residential District, regardless of the underlying zoning district. Residential units may be located in, over or as a part of buildings or structures also used for commercial purposes. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal and special exception uses cited in the C-2 General Commercial District regulations. Uses cited as special exceptions uses shall not require approval by the Board of Zoning Appeals.

(3) Any use or structure which is determined by the County Commissioners to be of the same general character as the above-permitted uses or accessory uses not specifically mentioned in another district but is deemed by the County Commissioners to be compatible with the character and intent of the residential planned community.

(d) Area limitations for uses. Within a residential planned community, the following percentages of the total gross lot area [as defined in § ZS 1-305(a) hereof] but excluding state wetlands [as defined in § ZS 1-103(b) hereof] shall be devoted to the following uses:

(1) For minor residential planned communities:

- A. Retail and service uses: a maximum of five percent and limited to the permitted principal uses cited in the C-1 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.
- B. Common use open space and recreational areas: While a minimum percentage is not required, common use open space and recreational areas are encouraged. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space or recreational areas.
- C. Residential uses: There is no maximum percentage. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences.

(2) For major residential planned communities:

0% A. Retail and service uses: a maximum of twenty percent and limited to the permitted principal and special exception uses cited in the C-2 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.

B. Common use open space: a minimum of thirty percent and in accordance with the following provisions and requirements:

- 1. Open space shall be limited to areas for recreation or the growing of trees, vegetable, field or nursery crops or for purposes of conservation of natural resources. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space.
- 2. Recreational areas shall be limited to public and private noncommercial social and recreational areas, public and private (commercial and noncommercial) golf courses, private (noncommercial) marinas and playgrounds.
- 3. The terms "open space" and "recreational areas" shall not include space devoted to roads and parking. Except as provided in Subsection (d)(2)B2 hereof, open space shall be free of residential, service, business or industrial structures and uses.

Handwritten notes: 30% = 28.4 ac. Reg'd, 57.18 ac provided

4. Reasonable restrictions and fees may be placed upon the use of active recreation areas.

Provided
39.18 ac
3 ac.
15 ac.

Reg'd 5. Requirements for open space shall be as follows:

14.2 ac. (i) A minimum of fifty percent of the required open space must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent of this area may be private wetlands. (7.1 ac)

2.84 ac. (ii) A minimum of ten percent of the required open space must be for active recreation.

5.68 ac. (iii) A minimum of twenty percent of the required open space must be for passive recreation.

(iv) All open space and areas for active and passive recreation required by Subsection (d)(2)B5 hereof shall be dedicated, developed and perpetually protected to satisfy the requirements as contained herein.

6. The Planning Commission may grant waivers to this subsection where it determines that conditions exist such that the full provisions for open space as required by this subsection are otherwise satisfied. The Planning Commission shall consider proximity to public open spaces, lot size and other appropriate factors.

60.29 ac. max
C. Residential uses: a maximum of seventy percent. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences but may not include usable open space or recreational areas.

(e) Residential density. The maximum number of residential units which may be permitted in a residential planned community in areas other than those designated as Growth Areas by the Land Use chapter of the Comprehensive Plan shall be as follows. Major fractions of units may be counted as a full unit.

(1) In the E-1 District, one unit per two acres of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(2) In the V-1 District, five units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(3) In the R-1 District, one unit per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts. 90.4 ac. = 90 units

(4) In the R-2 District, four units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(5) In the R-3 District, six units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(6) In the R-4 District, eight units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

✓(7) Land in the RP, C or CM Districts may be included within the residential planned community in accordance with Subsection (b) hereof but the acreage of such land may not be included within the total lot area used for the calculation of permitted density.

N/A (f) Residential planned communities in areas designated as Growth Areas by the Land Use chapter of the Comprehensive Plan. Such projects shall promote mixed-use community centers with declining density toward the perimeter of the growth area, thus creating a center, an edge and a variety of housing types in between. The average residential density shall be no less than three and one-half dwelling units per acre of the total lot area used for residential, open space and recreation purposes. The core of the growth area should provide a maximum density of up to ten dwelling units per acre and mixed uses to provide commercial services to meet the residents' and visitors' needs and various housing types. Maximum lot sizes at the growth area's core shall not exceed five thousand square feet. Residential densities shall decrease as one moves away from the core of the growth area, to a perimeter density of not more than one dwelling unit per acre. Maximum lot sizes at the growth area's perimeter shall not exceed twenty thousand square feet. A surrounding natural forested or agricultural greenway should be the outermost perimeter of the growth area in order to blend into the surrounding landscape. The densities cited herein are applicable to the growth area as a whole, not to individual parcels within the growth area. Individual projects should be reviewed relative to their placement within the growth area and how their proposed design helps achieve the growth area's design principles and densities cited herein.

DPC to set setbacks @ Step II
 Roads - public or app private?
 (g) Lot, road and parking requirements. For individual structures, there shall be no minimum lot area, setback, bulk, lot width, area or road frontage requirements. Such standards shall be as approved by the Planning Commission. No structure or group of structures, such as semidetached dwellings or a row of townhouses, shall be erected within ten feet of any other structure or group of structures. The supplemental regulations contained in Subtitle ZS1:III hereof shall apply. All roads, parking areas and access points shall meet County standards. However, in those areas designated for commercial uses, the parking space dimensions of not less than sixty percent of the required parking shall measure not less than ten feet in width and eighteen feet in length. The parking space dimensions of not more than forty percent of the required parking shall measure not less than nine feet in width and eighteen feet in length.

OK (h) Height regulations. Buildings and structures within two hundred feet of the development perimeter shall be limited to the maximum height permitted by the underlying zoning district. All other buildings in the residential planned community shall be limited to a maximum height of six stories and seventy feet. No accessory structure shall exceed either two stories or twenty-five feet in height.

(i) Other regulations. In regulating the development of a residential planned community, the provisions of this section shall first apply. When a matter is not specifically regulated by this section, the other provisions of this Title and of the underlying zoning district in which the residential planned community is located shall apply.

(j) General design standards. In order to provide for more efficient use of land, protection of the environment, more livable communities, and consistency with the Comprehensive Plan, the following design standards shall apply to all residential planned communities:

(1) All development plans shall first identify key environmental features and then design the development plan in such a manner as to protect and avoid disturbance of these resources. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical or special habitat, water bodies on the state's impaired waters list or having an established total maximum daily load requirement and other important environmental features.

(2) Particularly for major residential planned communities, provide clustered, mixed use (where appropriate), pedestrian-scale development, preferably taking its design guidance in terms of scale, layout, uses, architectural style and landscaping from existing County towns and villages, to allow convenient access to products and services, improve community vitality and diminish the need for vehicle trips.

✓ (3) Cluster residential and commercial ^{N/A} land uses to minimize the consumption of vacant lands, maximize open space and reduce impervious surfaces.

- (4) Limit the use of culs-de-sac and dead-end streets and instead promote street, trail and sidewalk connectivity to reduce vehicle miles traveled and improve community walkability.
- (5) Preserve existing forested areas and natural areas as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.

(k) Review and approval procedure.

- (1) For minor residential planned communities: Review and approval shall take place in two steps. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the second step.
- A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee and Planning Commission and this submission shall constitute the residential planned community application.
1. The Step I concept plan shall include the following:
 - (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
 - (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, and a forest stand delineation, particularly existing significant trees.
 - (iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
 - (iv) A requested land use density for the total project.
 - (v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management measures.
 - (vi) The proposed method and adequacy of wastewater disposal and potable water supply.
 - (vii) A written statement addressing the residential planned community's consistency with the Comprehensive Plan, zoning regulations and other established development policy guidelines, its topography and relationship to existing natural and man-made features, both on site and in the immediate vicinity, efforts to adequately protect sensitive areas, the availability and suitability of vehicular access, and the availability and adequacy of water and sewer facilities.
 - (viii) Such other information as the Technical Review Committee or Planning Commission may require.
 2. The Technical Review Committee shall meet with the applicant to review the Step I concept plan and shall subsequently in writing identify areas of concern and issues to be addressed by the Planning Commission. The Technical Review Committee may solicit other agency comments prior to making its recommendation and may require additional information, studies or reports.

3. The Planning Commission shall then meet with the applicant to review the Step I concept plan and the Technical Review Committee's comments and recommendations. The Planning Commission shall address the areas identified by the Technical Review Committee and such other areas of concern and such requirements as it may deem necessary and appropriate. The Planning Commission shall take action to either approve, with or without conditions, or disapprove the Step I concept plan and thus the residential planned community application. Alternatively, the Planning Commission may remand the residential planned community application back to the Technical Review Committee for further review and refinement and then subsequently consider and act upon the revised application. The Planning Commission's findings and decision shall be made in writing and made a part of the record. Once the Planning Commission has approved the Step I concept plan, the applicant may proceed with seeking approval of the Step II implementation plan.
- B. Step II implementation plan. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate.
1. The Step II implementation plan consists of detailed subdivision plats or site plans which shall be submitted for review and approval in the manner specified in the subdivision and site plan regulations as applicable. All such plats or plans shall conform to Step I concept plan approvals. The Technical Review Committee or Planning Commission may request such information and details on the plats or plans as is determined necessary. Any construction shall comply with the approved Step II implementation plan.
 2. Requirements relative to action by the Planning Commission on the Step II implementation plan shall be those specified in the subdivision or site plan regulations as applicable.
 3. Expiration of subdivision plats or site plans approved as part of the Step II implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step II approval, all previous residential planned community approvals, including the Step I concept plan approval, are rendered null and void.



(2) For major residential planned communities: Review and approval shall take place in three sequential steps. Each step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the next step.

A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee, Planning Commission and the County Commissioners and this submission shall constitute the residential planned community application.

1. The Step I concept plan shall include the following:
 - (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
 - (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, a forest stand delineation, greenways, areas of critical or special habitat, source water and aquifer recharge protection areas, and proposed methods for protection of important environmental features.

N/A

- ✓(iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
- ✓(iv) A requested land use density for the total project.
- ✓(v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management and minimization of impervious surfaces.
- (vi) A preliminary capacity and availability analysis of water and wastewater facilities for projects proposed to be served by existing public utilities or, where new facilities are proposed to serve the project, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.
- (vii) The existing and proposed circulation patterns for vehicles, ~~pedestrians and bicycles, both internal and external to the project, and a preliminary capacity analysis of the existing road network's ability to serve the project without undue detriment to levels of service.~~
- (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may require.
- (ix) A written statement addressing the following:

- a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.
- b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
- c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
- d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
- e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.
- f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.
- g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.

Add Info ←
to plans
River Run = sewer
OP = water

2. The Technical Review Committee shall meet with the applicants and shall review the residential planned community application, including the Step I concept plan and required written statement. The Technical Review Committee shall, subsequent to the meeting and review, identify areas of concern and issues to be addressed by the Planning Commission. It shall report its findings and recommendations to the applicants and to the Planning Commission in writing in a report known as the "Technical Review Committee Report." The Technical Review Committee may solicit other agency comments prior to making its report and may require additional information, studies or reports. The Technical Review Committee shall review the submission and present its report within ninety days after receipt of the applicant's submission of a complete application, unless extended by the Planning Commission.
3. The Planning Commission shall then meet with the applicant to review the submission and the Technical Review Committee Report and may as a group visit the site of the proposed project. The Planning Commission shall produce findings based on the items considered under Subsections (k)(2)A1(ix)a through (k)(2)A1(ix)g hereof. The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the residential planned community application, which may address the areas identified in the Technical Review Committee Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety days after receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
4. The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety days of receipt of the Planning Commission's recommendation, unless extended by the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113(c) hereof. Notice of such public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application, Technical Review Committee Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six months of the public hearing shall constitute a denial of the application. In granting an approval, the County Commissioners may impose conditions which shall become a part of the approval regulating the residential planned community. In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval. Any residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.
5. Step I approval shall automatically expire and terminate unless the Step II approval is obtained within one year from the date of Step I approval. The County Commissioners may extend the Step I approval for a maximum of one additional year, provided the one-year extension is requested not less than sixty days prior to the expiration of the Step I approval and granted prior to expiration as well.

→ Memo
sent
4/26/19

- B. Step II master plan approval. Upon completion of Step I, an applicant shall develop and submit to the Technical Review Committee and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval.
1. The applicant shall meet with the Technical Review Committee and Planning Commission in that order. The Planning Commission shall have the authority to approve or disapprove the application.
 2. The master plan shall conform to the regulations as set forth in this Title and include any details and specifications as may be required by the Technical Review Committee and the Planning Commission. The master plan shall include, at a minimum, the following:
 - (i) An accurate topographic and boundary line survey of the project site, including the survey location of the perimeter of all forested areas, existing significant trees, the one-hundred-year floodplain line, the Critical Area boundary line, where applicable, the tidal and nontidal wetland lines and their buffers, location of important habitat or sensitive areas, and source water and aquifer recharge areas and a location map showing its relationship to surrounding properties.
 - (ii) Proposed extent of forest clearing, wetland and buffer impacts, Critical Area buffer impacts or variances, and the proposed percentage of impervious area.
 - (iii) The use, type, size and location of proposed structures, particularly with regard to the provision of mixed uses and clustering.
 - (iv) The general size, arrangement and location of any lots and proposed building groups.
 - (v) The pattern of existing and proposed access points, public and private roads, vehicular travelways, parking, pedestrian and bicycle paths, internal and external circulation and connectivity, particularly to surrounding residential, commercial and recreational development and uses, and the intended design and construction standards.
 - (vi) The general location, type and size of proposed landscaping.
 - (vii) The location of existing and proposed water and wastewater facilities, including how and when such facilities are to be provided.
 - (viii) Architectural drawings, elevations, sketches or models illustrating the general design, character and pedestrian-scale of the proposed structures and a written description of how they relate to the architectural style and landscape design in the existing County towns, villages, and surrounding development.
 - (ix) The general location of recreational and open space areas and areas reserved or dedicated for public uses, such as schools, community centers, libraries, fire stations and park sites, and any open space to be owned and maintained by a property owners' association. Areas proposed for active and passive recreation shall be shown, along with a description of the facilities and equipment to be provided in these areas.
 - (x) The existing topography and drainage pattern and the proposed stormwater management system showing basic topographic changes.
 - (xi) Statistical data on the total size of the project area, density computations, proposed number of residential units by type, compliance with area limitations

and requirements for uses, area in streets, area in parking and parking tabulation and any other similar data pertinent to a comprehensive evaluation of the proposed development.

- (xii) A detailed time schedule for the implementation and construction of the development and, if appropriate, a plan for phasing the construction of the residential planned community, showing the general geographical coverage of future plats or plans, their approximate sequence of submission, each of which must meet pertinent requirements either on their own or in conjunction with prior phases.
3. The Technical Review Committee will meet with the applicant and review the Step II master plan and any associated documents. The Technical Review Committee shall, within ninety days after the submission of a complete application, submit its written findings and recommendation to the Planning Commission. In the review of the application, the Technical Review Committee and, subsequently, the Planning Commission shall be guided by the standards set forth in this Title and principles of good planning and shall also give consideration to whether:
- (i) The plans for the development fulfill the goals and objectives and comply with the recommendations of the Comprehensive Plan and are compatible with and complement the character and nature of existing and anticipated development in the vicinity of the proposed development.
 - (ii) The design of the development will, as its first priority, protect to the greatest extent feasible existing forested areas and greenways, floodplains, the Critical Area, where applicable, tidal and nontidal wetlands, sensitive areas or special habitats, and source water and aquifer recharge areas.
 - (iii) The residential planned community's design lends itself to a clustered, pedestrian scaled development, providing mixed uses where appropriate, and is in keeping with the scale, layout, uses, architectural style and landscape design of existing County towns and villages and blends the natural and built environments.
 - (iv) The residential planned community's design minimizes impervious surfaces and the consumption of vacant lands while maximizing open space.
 - (v) The project's layout and design promote street, trail and sidewalk connectivity within the project and to and through adjoining properties and neighborhoods.
 - (vi) The types and extent of uses and structures in the project will not adversely affect the future development or value of undeveloped neighboring areas or the use, maintenance and value of neighboring areas already developed.
 - (vii) The development will secure for the residents of the County a development which is consistent with the Comprehensive Plan and which is compatible with and complementary to established development in the County.
4. The Planning Commission will meet with the applicant and review the Step II master plan, any associated documents and the Technical Review Committee's recommendations. In its review, the Planning Commission is empowered to request any changes or additional information that it may deem necessary. Following its review, the Planning Commission shall either approve or disapprove the application. In the case of disapproval, the Planning Commission shall present the applicant with a written report of its findings, including the reasons for disapproval. In the case of approval, the Planning Commission may attach conditions concurrent with the approval of the residential planned community and impose time limits on the development.

5. Substantial modification of the plan, as determined by the Department, may only be processed as a new Step II master plan in accordance with the provisions hereof and shall require Planning Commission review and action. Any significant modification to the detailed time schedule will require Planning Commission approval upon a showing of reasonable cause by the developer filed in writing. Minor modifications to the Step II master plan may be approved by the Department when limited to the layout, road alignment, landscaping, and stormwater management. Other amendments to the Step II approval and any conditions which may be imposed thereon may be granted by the Planning Commission upon the request of the applicant. Changes in the density or bulk of the residential planned community's structures may only be approved by the County Commissioners as an amendment to the approved Step I concept plan after a duly advertised public hearing where they determine the change to be of such significance that a public hearing is necessary.
 6. Failure to comply with the conditions and regulations as herein established and as specifically made applicable to a particular project may be cause for cancellation of the approval for said project.
 7. All approvals shall be in writing. An applicant may withdraw an application for a residential planned community at any time within sixty days after Step II master plan approval. In the event of withdrawal, the Step I concept plan and Step II master plan approvals shall be rendered null and void.
 8. Step III implementation plan approval must be obtained within three years from the date of the Step II master plan approval or the Step I concept plan and Step II master plan approvals shall automatically expire. Provided that a request for extension is made in writing no less than sixty days prior to the expiration, the Planning Commission may grant a single one-year extension to the Step II master plan approval. For the purposes of this subsection, Step III implementation plan approval shall be construed to be obtaining the approval of final plats or site plans, as appropriate, for no less than twenty percent of the residential units or residential lots in the residential planned community.
 9. The Department shall delineate and designate approved residential planned communities on the Official County Zoning Maps for informational and reference purposes.
- C. Step III implementation plan approval. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate, and the project shall be subject to all procedures and requirements as contained therein. All subdivision plats, site plans or other necessary documents submitted as part of the Step III implementation plan shall be in accordance with the approved Step II master plan.
1. Detailed implementation plans consisting of subdivision plats or site plans, as appropriate, shall be submitted to the Technical Review Committee and Planning Commission for review and approval. All such plans shall conform to the approved Step II master plan.
 2. Construction shall not commence until all required approvals and permits have been obtained and all construction must be conducted in accordance with the approved subdivision plats, site plans or other necessary documents that serve as the approved Step III implementation plan.
 3. Limitations on review time and the expiration of subdivision plats or site plans approved as part of Step III implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step III implementation plan approval, all previous residential planned community

approvals, including the Step I concept plan and Step II master plan, are rendered null and void.

- (l) Appeals. There shall be but one opportunity for appeal to the Circuit Court from a decision of the County Commissioners or Planning Commission under this section. That appeal shall be from the action of the County Commissioners or Planning Commission in granting, conditioning or denying the Step I concept plan application for a major or minor residential planned community, respectively, and shall be subject to appeal in the same manner as a map amendment.

TECHNICAL REVIEW COMMITTEE

REPORT

THE REFUGE AT WINDMILL CREEK
(FORMERLY EVERGREEN VILLAGE)
RESIDENTIAL PLANNED COMMUNITY

STEP II

October 9, 2019

GENERAL INFORMATION:**Date of TRC Review:** October 9, 2019**Date of Planning Commission Review:** November 7, 2019**Approval requested:** Step II Residential Planned Community**Project Description:** Proposed 90 single-family lot subdivision**Location:** Northwest side of Beauchamp Road, north of Racetrack Road (MD Route 589), Tax Map 15, Parcels 127 & 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts**Owner:** Evergreen Village, LLC
9919 Stephen Decatur Highway
Ocean City, MD 21842**Land Planner:** R.D. Hand & Associates, Inc.
12302 Collins Road
Bishopville, MD 21813**Engineer:** Carpenter Engineering, LLC
Post Office Box 3460
Ocean City, MD 21843**Existing Conditions:** The development consists of two parcels of land, totaling 94.7 acres and is formerly known as Pine Shore Golf North, which has been closed since 2010. The property has since remained vacant, though the clubhouse, parking lot and other structures associated with the golf course still remain. Approximately 90.4 acres is located within the R-1 Rural Residential District, with the remaining 4.3 acres located in the RP Resource Protection District. The site contains 89.62 acres of upland and 5.08 acres of non-tidal wetlands and existing ponds. A portion of the property was rezoned from E-1 Estate District to R-1 Rural Residential District in 2018 by the Worcester County Commissioners. The boundary of the RP Resource Protection District did not change as a result of this action.**Prior Approvals:** The County Commissioners approved the establishment of a residential planned community floating zone on the subject property on September 3, 2019. The County Commissioners' resolution approving the establishment of the residential planned community floating zone is attached.**Proposed Project:** The Refuge at Windmill Creek RPC as shown on the Step II plan is proposed to be a 90 single-family lot subdivision on fee simple lots. Proposed typical lot setbacks have been proposed, with a front yard setback of 30', side yard setbacks of 10', and a rear yard setback of 30'. The proposed minimum lot area is 0.30 acres, with a minimum building area of 5,000 square feet.

The Technical Review Committee reminds the Planning Commission that for individual structures, the minimum lot area, setbacks, lot width, and road frontage requirements shall be approved by the Planning Commission during this Step II review. A chart has been provided in the Planning Commission Considerations below.

Proposed open space totals approximately 60.08 acres based on the outlot table. The open space will consist of approximately 25.96 acres of natural open space, 5.9 acres of active recreation (tennis courts, playground and swimming pool), and 28.36 acres of passive recreation (kayaking, paddleboarding, and bird watching trails). The lot area for the lift station (Outlot 3) will need to be deducted from either passive recreation or natural open space.

FINDINGS OF THE TECHNICAL REVIEW COMMITTEE WITH REGARD TO THE ITEMS CITED IN §ZS 1-315(k)(2)B.3:

- 1. The plans for the development fulfill the goals and objectives and comply with the recommendations of the Comprehensive Plan and are compatible with and complement the character and nature of existing and anticipated development in the vicinity of the proposed development:**

As it did when reviewing the Step I submittal for The Refuge at Windmill Creek RPC and as was confirmed by the Planning Commission and County Commissioners, the Technical Review Committee finds that the subject property is currently in the “Existing Developed Areas” (EDA) and the “Agricultural” land use category of the Comprehensive Plan. The EDA category recognizes the importance of maintaining the neighborhood character, and provides for orderly infill development in unincorporated areas. The Ocean Pines area is specifically mentioned for infill development. The Comprehensive Plan further states that “[a]ppropriate zoning providing for densities and uses consistent with this character should be instituted” (Chapter 2). Therefore, in 2018 the Worcester County Commissioners rezoned a portion of this property from E-1 Estate District to R-1 Rural Residential District.

While a portion of this development is within the Agricultural land use category, this property has been utilized as a commercial golf course for many years before its closure in 2010. Overall, the conversion of the golf course into a residential subdivision will not result in the loss of agricultural production, nor would it be incompatible with the surrounding neighborhood. As justification for their decision to rezone the property to R-1 Rural Residential District, the Planning Commission found that Windmill Creek would have been a more accurate boundary between the Existing Developed Area and the Agricultural land use categories.

The project will be designed in the Seaside architectural tradition of the *Design Guidelines and Standards for Commercial Uses*, which is consistent with the

Eastern Shore vernacular style encouraged by the Comprehensive Plan, and many of the surrounding developments.

- 2. The design of the development will, as its first priority, protect to the greatest extent feasible existing forested areas and greenways, floodplains, the Critical Area, where applicable, tidal and non-tidal wetlands, sensitive areas or special habitats, and source water and aquifer recharge areas:**

The Technical Review Committee finds that the development is located on Windmill Branch, which has significant wetlands and steep slopes. The Technical Review Committee also acknowledges that the majority of this area is located within the RP Resource Protection District and is proposed to be placed in a Forest Conservation Easement, thus being protected from disturbance. There is a portion of the non-tidal wetlands and associated buffer that are proposed to be impacted in order to construct several of the proposed lots and a portion of the roadway. Additionally, except for a small pond that is a regulated wetland, the remaining ponds will be enlarged and enhanced as part of this project.

The open space provided well exceeds the minimum required under the RPC regulations. This project is also subject to the Worcester County Forest Conservation Law, and a Forest Stand Delineation was submitted to the Department of Environmental Programs for review and consideration of approval.

- 3. The residential planned communities' design lends itself to a clustered, pedestrian scaled development, providing mixed uses where appropriate, and is in keeping with the scale, layout, uses, architectural style and landscape design of existing County towns and villages and blends the natural and built environments:**

The Technical Review Committee finds that the project is providing single-family dwellings on lots that are on average 13,600 square feet in area. The lots are clustered to provide for large contiguous tracts of open space within the development. Sidewalks have been provided throughout the project to connect the lots to the open space as well as with the public roadway. As stated above, the project is being designed in accordance with the Seaside architectural tradition of the *Design Guidelines and Standards for Commercial Uses*, which is consistent with the Eastern Shore vernacular style encouraged by the Comprehensive Plan and the surrounding Ocean Pines/ River Run area.

4. The residential planned communities design minimizes impervious surfaces and the consumption of vacant lands while maximizing open space:

The Technical Review Committee finds that the project is providing well above the minimum open space required as part of the development and maximizes contiguous open spaces within the rear, center and front of the parcels. The development activity is clustered along a single loop road to reduce impervious surfaces.

5. The project's layout and design promote street, trail and sidewalk connectivity within the project and to and through adjoining properties and neighborhoods:

The Step II plan indicates that there will be one point of access for vehicular traffic from Beauchamp Road. The County Roads Division of the Department of Public Works has reviewed the proposed entrance design as well as the proposed road standard, and has no additional concerns at this time. Further comment will be provided at the construction plan stage during the Step III review. The internal roads are proposed to be designed to one of the County Roads RPC standards. The developer may submit an offer of public dedication for the roads, or request approval under §ZS 1-123 for Approved private roads.

Sidewalks have been illustrated throughout the project, and are shown along the parcel's road frontage to the south towards the church. During the Step I review, the Technical Review Committee recommended that consideration be given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road. This recommendation has been carried forth to the Step II review.

6. The types and extent of uses and structures in the project will not adversely affect the future development or value of undeveloped neighboring areas or the use, maintenance and value of neighboring areas already developed:

The Technical Review Committee finds that the properties proposed to be developed into The Refuge at Windmill Creek RPC are presently zoned R-1 Rural Residential and RP Resource Protection Districts. A single-family dwelling development at a density of one unit per net acre is permitted by zoning. Thus, the proposed density of one unit per acre is within the permissible threshold. There are no commercial components proposed within this project. The surrounding lands to the north are zoned R-1 Rural Residential and R-2 Suburban Residential Districts. To the south and west there are E-1 Estate District zoned lands. The lands within the RP Resource Protection District found along Windmill Creek will continue to provide a buffer along the creek, as well as buffer the properties to the west. A landscape screen of evergreen trees has been proposed along the

southerly property line as requested by the adjoining property owner, St. John Neumann Roman Catholic Church. The residential development will also be buffered from Beauchamp Road by virtue of the forested areas to be retained. Therefore, the Technical Review Committee concludes that the proposed development will not have an adverse long-term implication on development patterns or values in the area.

7. **The development will secure for the residents of the County a development which is consistent with the Comprehensive Plan and which is compatible with and complementary to established development in the County:**

As thoroughly described in the items above, the Technical Review Committee finds that this project is generally consistent with the policies and recommendations of the Comprehensive Plan and is compatible with and will be complementary to current established and future development patterns in the area.

NOTE: The County Commissioners Resolution approving the Step I of this RPC, the written sequence of review and approval as prepared by Evergreen, LLC, and the comments from the individual members of the Technical Review Committee are attached.

It should be noted that some of the comments submitted by various TRC members pertain to the permit submittals or to Step III of the review process (at which time subdivision plats and detailed §ZS 1-325 site plans would be submitted).

PLANNING COMMISSION ACTIONS:

The Planning Commission shall meet with the applicant and review the Step II master plan, any associated documents and the Technical Review Committee's recommendations, as listed above. In its review, the Planning Commission is empowered to request any changes or additional information that it may deem necessary. Following its review, the Planning Commission shall either approve or disapprove the application. In the case of disapproval, the Planning Commission shall present the applicant with a written report of its findings, including the reasons for disapproval. In the case of approval, the Planning Commission may attach conditions concurrent with the approval of the residential planned community and impose time limits on the development.

Please review the seven considerations above and address any concerns that you have regarding the project's compliance.

In addition, the Planning Commission will specifically need to address the following item:

1. The Planning Commission is required to approve lot requirements as part of the Step II approval. The plans indicate "typical" lot area and setbacks, and a revised lot data chart has been provided.

Lot Requirement	Proposed
Lot Area	0.30 acres
Lot Width	100 feet
Lot Depth	130 feet
Front Yard Setback	30 feet
Side Yard Setbacks	10 feet
Rear Yard Setback	30 feet
Min. Buildable Lot Area	5,000 square feet
Road Frontage	90 feet

The following items are corrections that need to be made by the applicant prior to signature approval of the Step II plan:

2. Under Open Space Provided, the calculations for active open space, passive open space, and natural open space total 60.22 acres, however 0.14 acres of the total outlots are reserved for a lift station. Please remove the 0.14 acres from either passive or natural open space;
3. It appears from the Step I plan to the Step II plan that the amount of passive recreation increased (from 15 acres to 28.36 acres) while the natural state open space was offset (39.18 acres to 25.96 acres). Are walking and bird watching trails proposed for all 28.36 acres? Will there be any other activities provided? This information needs to be provided on the Master Plan;

4. Please revise the section regarding Architectural Styles to remove the reference to a commercial component to the project;

Next Steps: If approved, the applicant shall revise the plan based upon the comments received. Once the plan is in conformance with the Planning Commission's approval, the Department shall grant signature approval. The applicant shall then proceed to the Step III review, which would involve a major residential subdivision application. Staff can address any questions about the procedures for the Step III review that the applicant may have.



Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To: Worcester County Technical Review Committee

From: Joy S. Birch, Natural Resources Specialist III JB

Subject: December 14, 2022 - Technical Review Committee Meeting

Date: November 15, 2022

- **The Refuge at Windmill Creek – Step 1 Concept Plan Review**
Request for Establishment of the RPC Floating Zone – Proposed 90 single-family lot subdivision. Located on the northwest side of Beauchamp Road, north of Racetrack Road (MD Rote 589), Tax Map 15, Parcels 127 ad 259, Tax District 3, R-1 Rural Residential and RP Resource Protection Districts, The Refuge at Windmill Creek, LLC, owner / Carpenter Engineering, LLC, engineer. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program. No Comment.



Worcester County

Department of Environmental Programs
Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for December 14, 2022 Meeting

From: Environmental Programs Staff

Subject: **The Refuge at Windmill Creek – Step I Concept Plan Approval; TM 15 P 127 & 259**

Date: December 8, 2022

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. Environmental Programs requires a \$60 fee for any Technical Review Committee projects submitted on public water & sewer. This fee will need to be submitted prior to Signature Approval being given on this project
2. Please note the source of public water & sewer on the site plan. This would be the Run Sanitary Service Area for sewage and Ocean Pines Sanitary Service Area for water.
3. The adequate number of water EDUs will need to be purchased & completely paid for prior to signature approval for this RPC.
4. A natural gas main has been installed and is available to this community. Gas permits will be needed if gas utilized within the community.
5. Plumbing Code is the 2018 International Plumbing Code (IPC) Illustrated (National). The Gas Code is the 2018 International Fuel Gas Code (IFGC), for natural gas.



GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1302

SNOW HILL, MARYLAND 21863-1294

TEL: 410-632-5666

FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: The Refuge at Windmill Creek – Step 1 Concept PR**TRC #: 2022602****LOCATION: Tax Map 26; Parcel 274, Lot 3A****CONTACT: The Refuge at Windmill Creek LLC****MEETING DATE: December 14, 2022****COMMENTS BY: Matthew Owens
Fire Marshal**

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

Construction plans for proposed 90 unit single family lot subdivision.

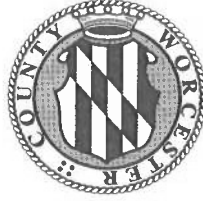
General Comments

1. A water supply for fire protection shall be identified indicating the following:
 - a. Water Source
 - b. Engineering study for reliability of water source
 - c. Size (in gallons) of water source
 - d. Replenishment of water supply
 - e. Diameter of in ground pipe
 - f. Number of hydrants
 - g. Location of hydrants
 - h. Roadway width and surface types
 - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments


1. The proposed single family units shall be protected by an automatic sprinkler system. Plans shall be submitted and approved by this office prior to the installation of such system.
2. The placement and location of fire hydrants shall be coordinated with our office. Our office would like to a fire hydrant located near the entrance to The Refuge at Windmill Creek, near Beauchamp Road.
3. No further comments at this time.



Worcester County
 Department of Environmental Programs
 Natural Resources Division

Memorandum

To: Technical Review Committee

From: Jenelle Gerthoffer, Natural Resources Administrator 

Subject: Forest Conservation & Stormwater Management Review

Date: November 30, 2022

Date of Meeting: December 14, 2022

Project: The Refuge at Windmill Creek Step I RPC

Location: Beauchamp Road; Tax Map 15, Parcels 127 & 259

Owner/Developer: The Refuge at Windmill Creek, LLC

Engineer: Carpenter Engineering, LLC

This project is subject to the Worcester County Forest Conservation Law. An approved Forest Conservation Plan (FCP), FCP # 19-23 is on file; however, according to the plans provided, the FCP will require an amendment. This amended FCP must be submitted and approved prior to this project being reviewed by the Planning Commission during the Step II RPC review. A review fee of \$150.00 will be charged at each RPC Step review. This fee can have not yet been received for Step I.

This project is subject to the Worcester County Stormwater Ordinance. In order to ensure design changes are not needed, this project needs Stormwater Concept plan prior to this project being reviewed by the Technical Review Committee during the Step II RPC review. Prior to the project being reviewed by the Planning Commission during the Step II RPC process, Site Development Plan approval is required. Prior to this Division providing Signature Plan approval, Final stormwater approval is required.

Attachment: Phasing Memo



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

MEMORANDUM

DATE: March 11, 2020
TO: Applicant
FROM: Jenelle Gerthoffer, Natural Resources Administrator *JG*
SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

.....

Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.

**WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Stuart White, DRP Specialist
Development Review and Permitting

FROM: Christopher S. Clasing, P.E., Deputy Director

DATE: December 12, 2022

SUBJECT: TRC Meeting – December 2022 – Roads and Water/Wastewater Comments

Site Plan Review

a) Showell Mini Storage

- i. No comments from DPW at this time.

Residential Planned Communities

a) Sea Oaks Village

- i. No comments from the Roads Division at this time.
- ii. Confirm needed EDUs assigned to the project.
- iii. Please submit a water and sewer utility plan for this phase for review and comment by the Water/Wastewater Division.

b) The Refuge at Windmill Creek

- i. No comments from DPW at this time.

cc: Kevin Lynch, Roads Superintendent
Tony Fascelli, W/WW Superintendent

March 3, 2020

Ms. Jennifer Keener, Zoning Administrator
Department of Developing, Review and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

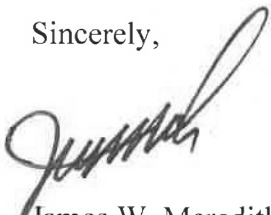
Dear Ms. Keener:

Thank you for the opportunity to review the construction plans for the proposed Refuge at Windmill Creek, located on the northwest side of Beauchamp Road, north of MD 589, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans and we are pleased to respond.

This Construction plan proposes the construction of a 90 single-family lot subdivision. A field review of the property determined that Beauchamp Road is not within the jurisdiction of MDOT SHA, and we do not anticipate the project will negatively impact the surrounding State roadway network. Therefore, the MDOT SHA has no objection to the construction as proposed.

If you have any questions, or require anything additional, please contact Mr. Daniel Wilson, Access Management Regional Engineer, via email at dwilson12@mdot.maryland.gov, or by calling him directly at 410-677-4048. He'll be happy to assist you.

Sincerely,



James W. Meredith
District Engineer

cc: Mr. Don Conner, Access Management Inspector, Consultant, MDOT SHA
Mr. Rodney Hubble, Resident Maintenance Engineer-Snow Hill Shop, MDOT SHA
Mr. Shannon Smith, Transportation Engineer, Project Development, MDOT SHA
Mr. Daniel Wilson, Access Management Regional Engineer, MDOT SHA



The Board of Education of Worcester County

6270 Worcester Highway
Newark, Maryland 21841
www.worcesterk12.org
Telephone: (410) 632-5000
Fax: (410) 632-0364

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Chief Operating Officer

May 3, 2019

Ms. Jennifer K. Keener, AICP
Zoning Administrator
Department of Development Review and Permitting
One West Market Street
Room 1201
Snow Hill, Maryland 21863

Dear Ms. Keener,

Enclosed are Worcester County Board of Education comments regarding Evergreen Village – Request for Establishment of the RPC Floating Zone.

We anticipate the possibility of an impact to the projected school enrollments for our four northern county schools through the construction of the proposed 90 single-family dwelling Evergreen Village subdivision.

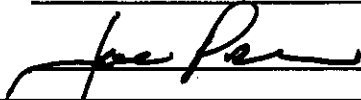
Please contact me at (410) 632-5010 if you have any questions.

Handwritten signature of Joe Price
Joe Price
Facilities Planner
Worcester County Public Schools

Encl.



**Worcester County Board of Education
Project / Rezoning Review Comments
Department of Development Review and Permitting**

Project / Rezoning Application Number:		Evergreen Village - Request for Establishment of RPC F.Z.		
Project / Rezoning Location:		NW side of Beauchamp Rd., North of Racetrack Rd.		
Project / Rezoning Description:		Proposed 90 single-family lot subdivision		
Projected impact on existing schools		Potential for additional students in WCPS schools.		
School Name	State Rated Capacity	Current Enrollment (9/17)	Projected 10-Year High Enrollment	
Showell Elementary School	TBD	533	631*	
Berlin Intermediate School	849	822	718	
Stephen Decatur Middle School	799	650	739	
Stephen Decatur High School	1,454	1,363	1,573	
Other Comments:				
<p>1. Approval of this proposed subdivision could impact (increase) enrollments at four northern county schools.</p> <p>2. Projected enrollments are based upon Maryland Department of Planning estimates.</p> <p>* Projected enrollment for construction of replacement school serving grades Pre-K through Grade 4. Construction in progress. New (replacement) school scheduled to open in September 2020.</p>				
Worcester County Board of Education Representative:		Joe Price, Facilities Planner		
Signature / Date:		 5/3/19		

NARRATIVE FOR PLANNING COMMISSION REVIEW STEP 1

THE REFUGE AT WINDMILL CREEK
TAX MAP 15, PARCEL 127 AND PARCEL 259
BERLIN, WORCESTER COUNTY, MARYLAND

December 2022

Prepared for:

The Refuge at Windmill Creek, LLC
506 Main Street, 3rd Floor
Gaithersburgh, Maryland 20878
(301) 370-0221

Prepared by:



P.O. Box 3460 Ocean City, Maryland 21843
(302) 438-6745 phone (888) 372-2844 fax
Ronnie@CarpenterEngineeringLLC.com

NARRATIVE FOR PLANNING COMMISSION REVIEW STEP 1

THE REFUGE AT WINDMILL CREEK
TAX MAP 15, PARCEL 127 AND PARCEL 259
BERLIN, WORCESTER COUNTY, MARYLAND

December 2022

Prepared for:

The Refuge at Windmill Creek, LLC
506 Main Street, 3rd Floor
Gaithersburgh, Maryland 20878
(301) 370-0221

Site Engineering by:

Ronnie B. Carpenter, P.E.
Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, Maryland 21843
(302) 438-6745

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 32667, Expiration Date: January 17, 2024.

Ronnie B. Carpenter, P.E

The Refuge at Windmill Creek is a Residential Planned Community (RPC) consisting of 90 single family detached dwelling units with recreational amenities consisting of multi-purpose athletic courts, playgrounds, outdoor community meeting space, and natural walking paths. Onsite parking and onsite stormwater management are provided for the residential community. The development has a single entrance off of Beauchamp Road, and the project is serviced by public sewer and public water.

It is important to note that this project has previously been through three steps of the RPC. The changes depicted herein for Step 1 of Planning Commission Review include the addition of a sanitary sewer pump station parcel to be dedicated to Worcester County. Also, the location of the pump station is such that requires a revision to the previously approved forest conservation areas, as well as two proposed lot widths to facilitate access to the Pump Station site. In reducing the lot width from 100 feet wide, which was the previously approved standard for this development, we are required to return to Planning Commission Review to permit 90 feet wide lots for two of the 90 proposed single family building lots.

The Refuge at Windmill Creek is consistent with the goals and objectives of Worcester County's Comprehensive Plan in that the development is close to population centers such as the Ocean Pines area. Also in agreement with the Comprehensive Plan, the development uses the existing access to Beauchamp Road and then directly to Route 589. The sanitary sewer and water service area for this project is River Run.

The Refuge at Windmill Creek is zoned R-1 and RP. The R-1 zoning district allows single family dwelling and this project proposes 90 single family detached dwelling units on 94.7 acres, for a density of 1.05 dwelling units per acre. This RPC proposes the redevelopment of the golf course property in two construction phases of site development and will disturb approximately 60 acres of the site. Forest conservation planning was previously completed and accepted by Worcester County, but now will need to be revised to reflect the land planning changes noted above.

In the post developed scenario, we have determined that 10 acres of new impervious area will be created in the form of dwelling roofs, drives and walkways, as well as roadways and community amenities. The project imperviousness, for purposes of estimating ESD target volume was computed as 13%. The main stormwater management feature includes a pond in interior of the loop road with an infiltration shelf. The developer has proposed to leave the majority of the open space within the loop road to preserve the existing vegetation.

As part of the land planning, R.D. Hand and Associates, Inc. worked closely with environmental consultants to identify protective resources, such as wetlands and their associated buffers, as well as forested areas and flood plains. The proposed impacts to protection areas have been permitted through MDE and at this time, we do not see reason to believe that revisions area needed.

Noteworthy, this RPC was issued a resolution approved by the Worcester County Commissioners, for the proposed private roads shown herein, which will be built to the “Approved Private Road” specifications.

Earlier this month, we received our first round of TRC comments for Step 1. Due to the limited amount of review comments for a project that has been processed through the RPC previously, we trust the remaining steps to recordation will move quickly. Pointedly, it is our intention to process step 2 beginning next month with Step 1 feedback from the Planning Commission.

EVERGREEN VILLAGE
RESIDENTIAL PLANNED COMMUNITY

TAX MAP 15, PARCELS 127 AND 259
SIXTH ELECTION DISTRICT
WORCESTER COUNTY, MARYLAND

PREPARED FOR
EVERGREEN LLC
9919 STEPHEN DECATUR HGY
OCEAN CITY, MARYLAND 21842

PREPARED BY
R.D. HAND AND ASSOCIATES, INC.
12302 Collins Road
Bishopville, MD 21813
410-352-5623

April 16, 2019
REV. May 10, 2019

Evergreen Village is a proposed Residential Planned Community (RPC) consisting of 90 single family lots and recreational amenities consisting of a swimming pool, tennis courts, playground and walking/bird watching trails.

Evergreen Village is consistent with the goals and objectives of the Worcester County Comprehensive plan in that it is close to population centers (Ocean Pines) and has direct access to MD Route 589 a major collector highway.

Evergreen Village is zoned R-1, Rural Residential and RP, Resource Protection. The R-1 zoning allows single family uses by right. Single family, multi-family and townhouses developments consisting of 20 units or more are required to conform to the RPC process. Evergreen Village's design is consistent with RPC and zoning code criteria and requirements.

Evergreen Village is directly across Beauchamp Road from the Ocean Pines subdivision. River Run subdivision and golf course is contiguous to the project on the east. St. John Neumann School and church are contiguous to the west. Evergreen Village is compatible with all the uses in the neighborhood.

Evergreen Village will be serviced by Beauchamp Road and Maryland 589 which is a major collector highway. Sewer will be provided by the River Run sewer treatment plant and water will be provided via the Ocean Pines service area facilities which have enough capacity for the project. Evergreen Village will be an infill development and compliment the neighborhood.

Evergreen Village design has identified key environmental features and avoided disturbances to non-tidal wetlands, floodplains, critical, and/or special habitat and aquifer recharge areas. The existing forested wetland along Windmill Branch will be protected via a perpetual protective agreement for forestry. Except for a small portion of regulated pond, the existed regulated ponds will be enlarged and enhanced. The project clusters residential features in a pedestrian friendly scale.

The clustered design of Evergreen Village minimizes the consumption of land, optimizes open space and maximizes open space while reducing impervious surfaces.

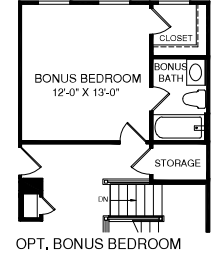
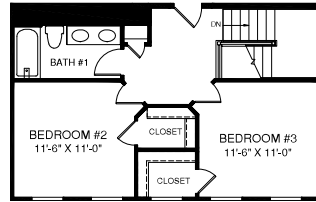
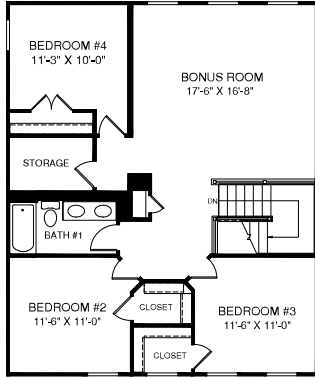
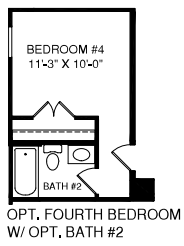
In order to reduce impacts to sensitive areas and non-tidal wetlands, Evergreen Village's design proposes no cul-de-sacs to service the residential component of the project.

Evergreen Village construction is anticipated to begin in the fall of 2020. Phasing will consist of construction of all sewer, water, road ways, amenities and trails for the residential subdivision all at one time. It is anticipated that a temporary sales office will be constructed for sales of the residential units in the fall of 2020. Construction of the residential units will be based

on market demand but is anticipated to start in the fall of 2020. Recreational areas will be provided in accordance with code requirements and prorated based on the number of units constructed in the individual phases.

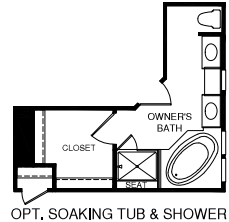
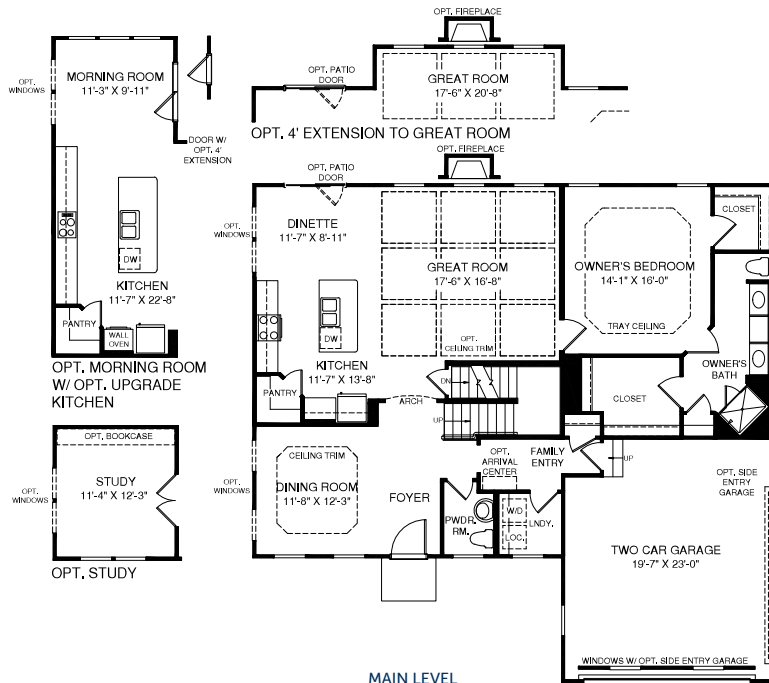
An update, by Carpenter Engineering, to the traffic study performed by the Traffic Group, Inc, prepared in 2016 is attached. This shows that traffic on Beauchamp Road and Route 589 perform at service level A before and after the addition of this project

ESQUIRE PLACE



OPT. BONUS ROOM LAYOUT SHOWN W/ OPT. FOURTH BEDROOM

UPPER LEVEL



MAIN LEVEL

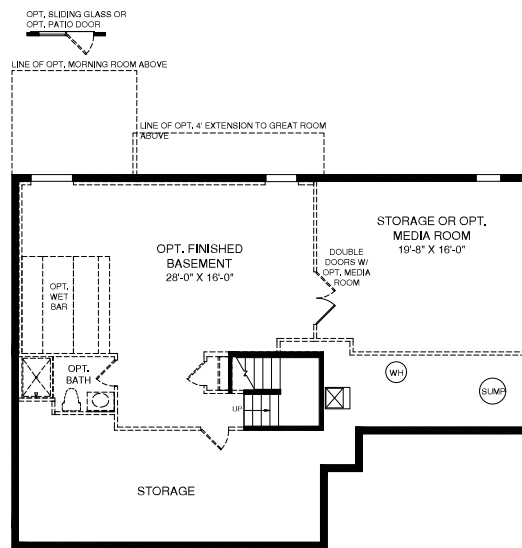
An optional finished basement is available. Please see brochure or online marketing material for details.

Although all illustrations and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, and room sizes may vary depending on the options and elevations selected. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. It is recommended that the architectural blueprints be reserved for further clarification of features. Not all features are shown. Please ask our Sales and Marketing Representative for complete information.

Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.



RY0321EQPLV01BSMT



LOWER LEVEL

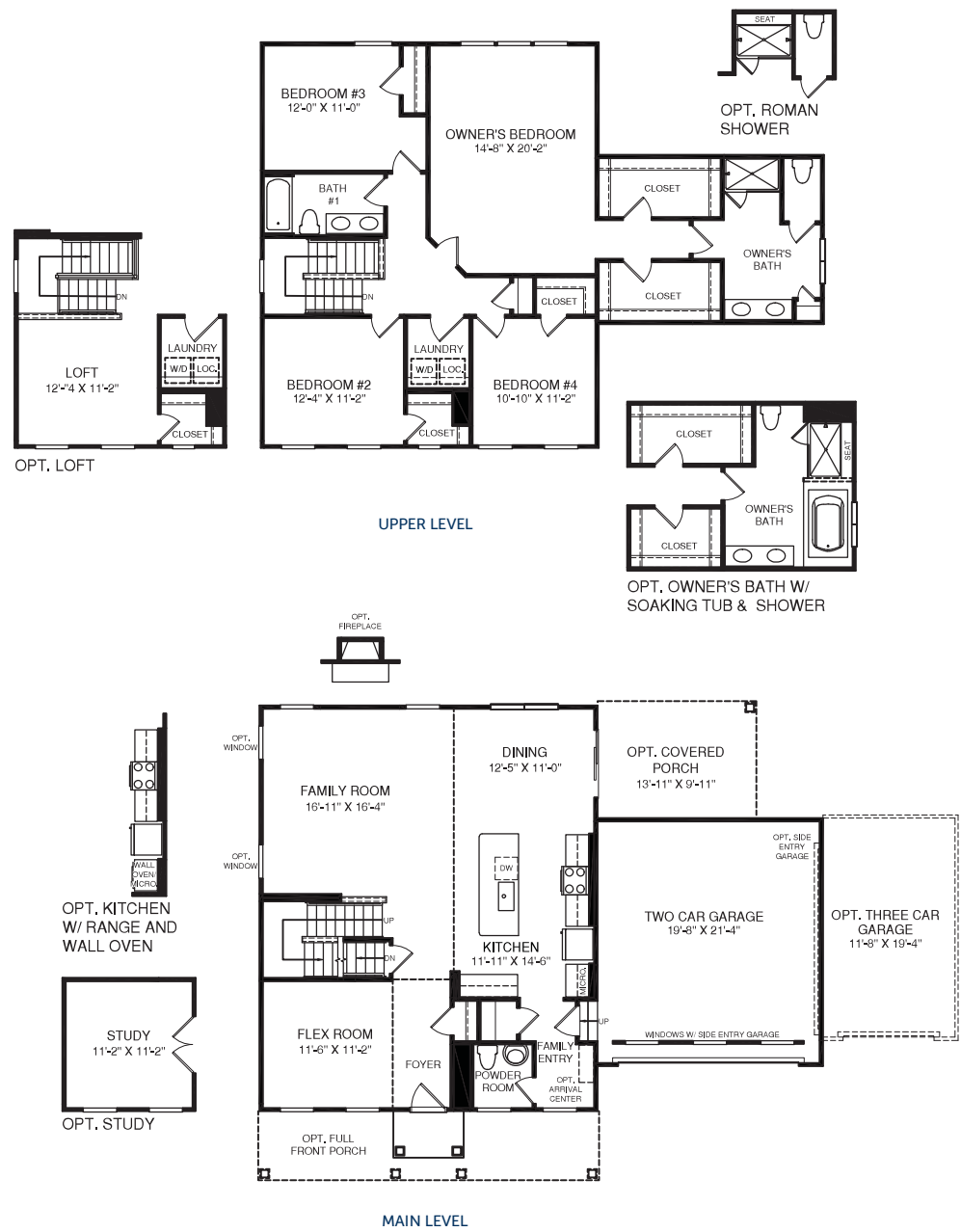


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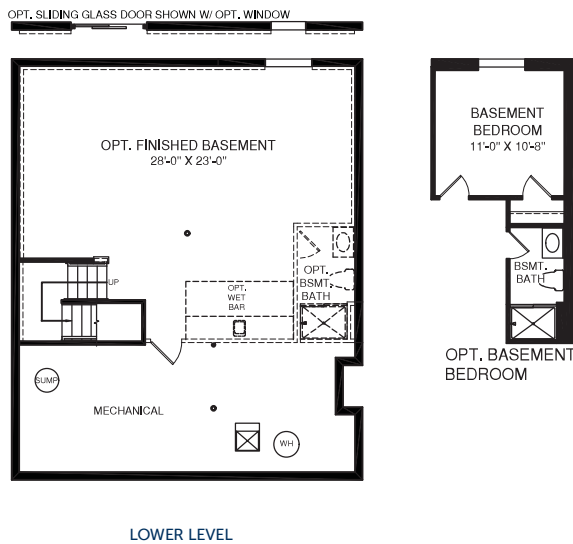
POWELL



An optional finished basement is available. Please see brochure or online marketing material for details. Although all illustrations and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, and room sizes may vary depending on the options and elevations selected. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. It is recommended that the architectural blueprints be reserved for further clarification of features. Not all features are shown. Please ask our Sales and Marketing Representative for complete information. Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.



RY0918PWLO0-V01B5MT



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Please see brochure or online marketing material for details. Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.

RY091BPWL00v10185MT

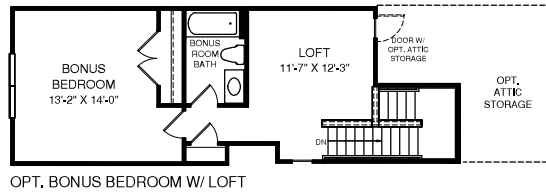


SAVANNAH

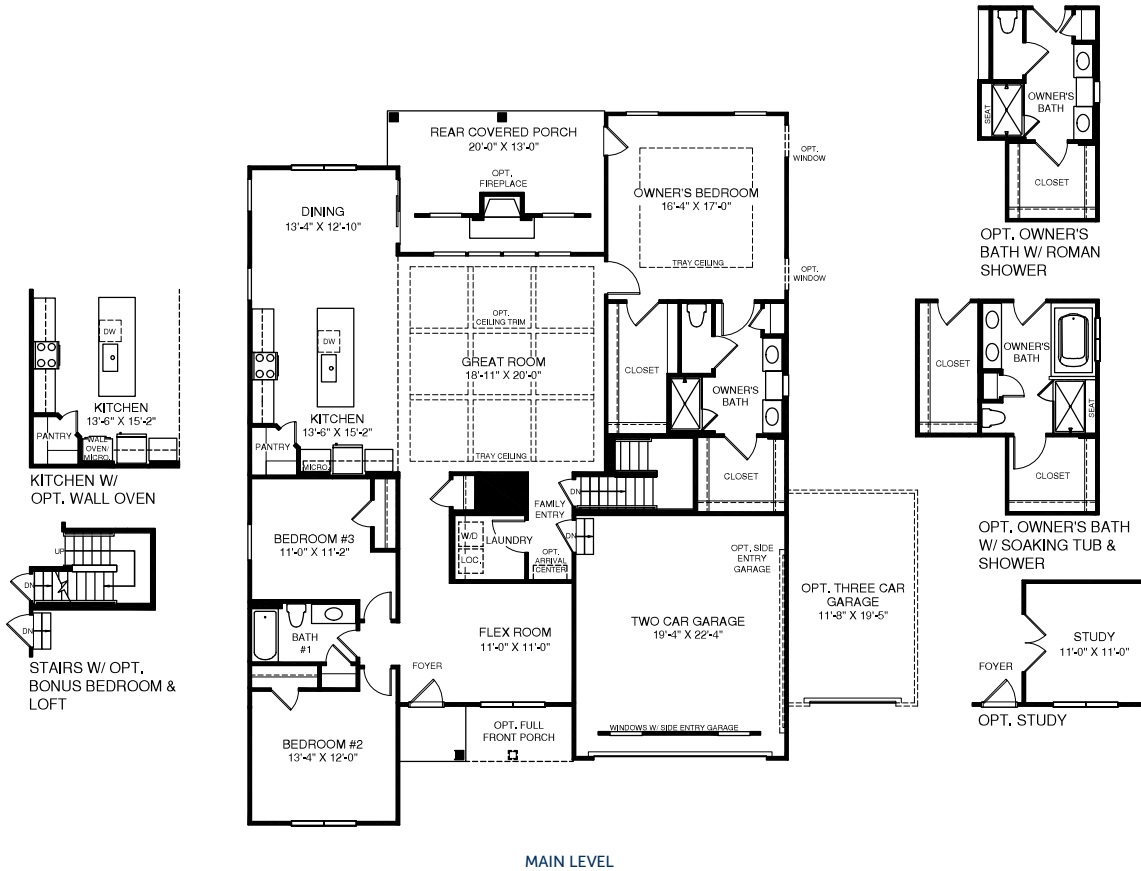
ELEVATION A



ELEVATION B



UPPER LEVEL



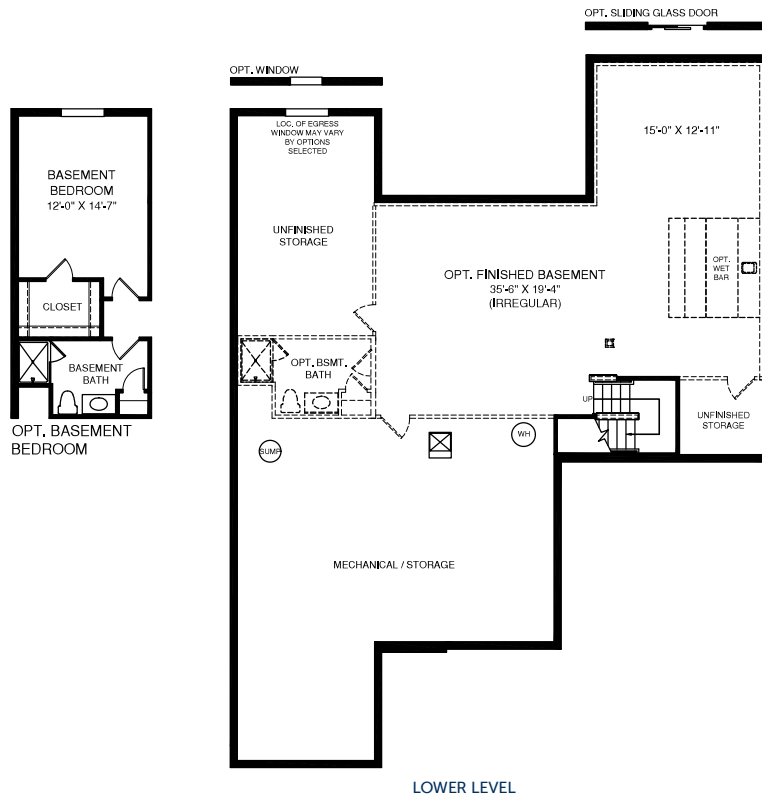
An optional finished basement is available. Please see brochure or online marketing material for details.

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RY12195VN00V02B5MT



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Please see brochure or online marketing material for details. Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.

RY12195VN00/0285MT



THE REFUGE AT WINDMILL CREEK

A RESIDENTIAL PLANNED COMMUNITY

SHEET INDEX

- SHEET 1 OF 9 LOT & SUBDIVISION DATA, GENERAL NOTES, APPROVAL BLOCKS
- SHEET 2 OF 9 FOREST CONSERVATION EASEMENT & BOUNDARY LINE ABANDONMENT PLAN
- SHEET 3 OF 9 CURVE TABLES
- SHEET 4 OF 9 LOTS 41 THRU 50
- SHEET 5 OF 9 LOTS 51 THRU 63 & LOTS 34 THRU 40
- SHEET 6 OF 9 LOTS 21 THRU 33 & 64 THRU 80
- SHEET 7 OF 9 LOTS 10 THRU 20 & 81 THRU 83
- SHEET 8 OF 9 LOTS 1 THRU 06 & 84 THRU 90
- SHEET 9 OF 9 N.E. PORTION OF OUTLOT 2

SURVYOR'S CERTIFICATION

I, Frank G. Lynch, Jr., do hereby certify, to the Best of My Knowledge And Belief, That The Requirements of Section 1-108 of the Real Property Article of the Annotated Code of Maryland (Latest Edition) Concerning the Validity of the Plat And The Signing of Maps or Plans As Well As All Of The Substantives Of The County Commissioners And Ordinances Of The County Of Worcester, Maryland Regarding The Platting Of Subdivisions Within The County Have Been Complied With.

Frank G. Lynch, Jr. Date: _____
Reg. # 10782

OWNER'S CERTIFICATION

The subdivision shown on this plat was prepared in accordance with the Uniform Subdivision Map Act, and the provisions of Section 1-108 of the Real Property Article of the Annotated Code of Maryland (Latest Edition) as far as they apply to the platting of subdivisions within the County of Worcester, Maryland. The County Commissioners of the County of Worcester, Maryland, have approved this plat and the signing of maps or plans as well as all of the substantives of the County Commissioners and Ordinances of the County of Worcester, Maryland regarding the platting of subdivisions within the County have been complied with.

(C) The following covenants, conditions, restrictions and improvements shall be deemed to be a part of the subdivision shown on this plat and shall be enforceable by the County Commissioners of Worcester County, Maryland. Acceptance of such covenants, conditions, restrictions and improvements shall be deemed to be a part of the subdivision shown on this plat and shall be enforceable by the County Commissioners of Worcester County, Maryland.

PLANS FOR CENTRAL WATER AND SEWERAGE SYSTEMS HAVE BEEN APPROVED BY THE COMMISSIONERS OF THE ENVIRONMENT AND SOIL FACILITIES WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE.

THE REFUGE AT WINDMILL CREEK LLC Date: _____
CONVEYANCE, INC., DATE

WORCESTER COUNTY PLANNING COMMISSION

A) The grant of a permit or approval of this subdivision does not constitute a representation, warranty, liability or any of its proposed uses, or any other matter to be approved by the County Commissioners of Worcester County, Maryland.

B) Any approval by the Department of the Environment of any water or water system or utility service to be provided to the subdivision shown on this plat, or any other matter, shall be deemed to be a part of the subdivision shown on this plat and shall be enforceable by the County Commissioners of Worcester County, Maryland.

C) Worcester County does not guarantee the development or construction of any facilities shown on this plat. At no time shall be the responsibility of the owner and developer of this subdivision.

Approving Authority: _____ Date: _____
Worcester County Planning Commission

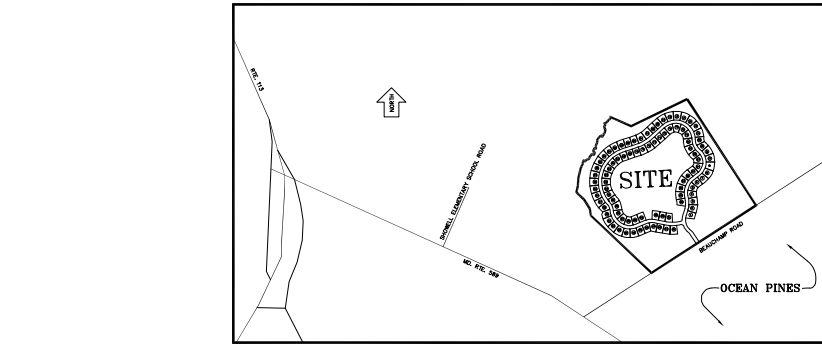
WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

This subdivision is prepared in conformity with the Worcester County Comprehensive Water and Sewer Plan providing for Central Water Supply and Central Sewerage.

Approving Authority: _____ Date: _____
Worcester County Environmental Programs

GENERAL NOTES:

1. OWNER: THE REFUGE AT WINDMILL CREEK LLC, 505 MAIN ST., 3RD FLOOR, WASHINGTON, MD, 20785
2. TAX MAP 15 - PARCELS 127 AND 259, PARCEL 127 IS TAX ID#03-005384, PARCEL 259 IS TAX ID#03-005382
3. DESIRED AREA WITH RESIDENTIAL SUBDIVISION IS 17.18 ACRES.
4. THE PURPOSE OF THIS PLAT IS TO CREATE A SUBDIVISION OF NO RESIDENTIAL LOTS ALONG WITH OPEN SPACE OUTLOTS.
5. TOTAL TRACT AREA - 64.21 ACRES
6. CURRENT USE: WOOD LOT WITH SOME EXISTING SEW INFRASTRUCTURE.
7. DEED 1 - 8/07/03
8. TOTAL OPEN SPACE - 6.64 ACRES
9. MINIMUM LOT WIDTH AT FRONT CORNER - 100'
10. REFER TO LOT PLANS FOR BUILDING ENVELOPE (B.E.) AREAS
11. EXISTING ZONING - R-1 AND R-2
12. PROPOSED SETBACKS: FRONT - 30', REAR - 30', AND SIDES 10'
13. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD REFERENCE RATE AND COMBINED FLOOD HAZARD EXPOSURE - DATES 7-16-2005, THE BUILDABLE LOTS WITHIN THIS SUBDIVISION ARE LOCATED IN ZONE C.
14. A 5' WIDE EASEMENT ALONG THE FRONTAGE OF WINDMILL CREEK LANE
15. ALL LOTS ON THIS SITE ARE TO BE SET BACK FROM THE FRONT OF ALL LOTS IS HEREBY CREATED FOR UTILITIES AND/OR DRAINAGE.
16. THERE ARE NO ANIMAL CONFINEMENT STRUCTURES WITHIN 200' OF ANY NEW OVERSILL LINE OF THIS SUBDIVISION.
17. THERE ARE NO PUBLIC DRAINAGE DITCHES WITHIN THE BOUNDARIES OF THIS SUBDIVISION.
18. THIS SUBDIVISION WILL BE SERVED BY THE RIVER RUN SANITARY SERVICE AREA FOR SEWER AND BY THE OCEAN PINES SANITARY SERVICE AREA FOR WATER.



EDU CHART FOR ENTIRE R.P.C.

USE	EDU ALLOCATION	TOTAL EDU'S
PROPOSED BY LOTS	1 EACH LOT	90
TOTAL		90

RESIDENTIAL SETBACKS

- 10' SIDE YARD SETBACK
- 30' FRONT YARD SETBACK
- 30' REAR YARD SETBACK

RESIDENTIAL AREA SUMMARY TABLE

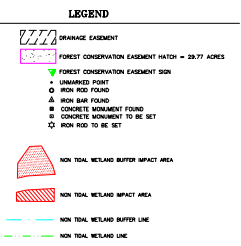
LOTS	AREA IN ACRES
RESIDENTIAL LOTS	26.73
OUTLOT 1	11.28
OUTLOT 2	11.28
OUTLOT 3	11.62
UTILITY OUTLOT ONE	5.30
ROAD	16.29
TOTAL	82.74

WORCESTER COUNTY FOREST CONSERVATION NOTE
THIS SUBDIVISION IS SUBJECT TO FOREST CONSERVATION PLAN NO. WJCF-CP-19-23. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON FILE WITH THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS, A PERPETUAL PROTECTIVE AGREEMENT AND SHORT TERM MANAGEMENT PLAN, DEED OF FOREST CONSERVATION EASEMENT, WILL BE RECORDED SIMULTANEOUSLY WITH THIS PLAT IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.

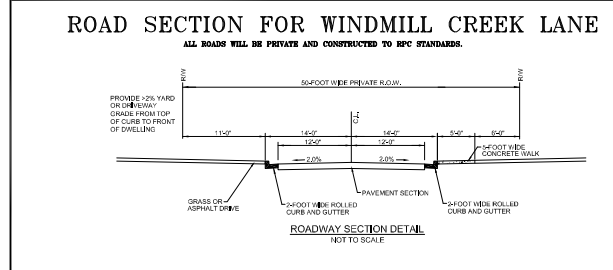
OUTLOT TABLE SUMMARY

OUTLOT	AREA	PASSIVE OPEN SPACE	NATURAL OPEN SPACE	PROPOSED USE	LAND	NON-TIDAL WETLAND
ONE (23.28 AC)	14.89 AC. UP	133 AC. FOREST	136 AC. FOREST	17.94 AC.	5.34 AC.	
TWO (17.38 AC)	13.49 AC. UP	943 AC. FOREST	943 AC. FOREST	30.38 AC.	6.64 AC.	
THREE (19.40 AC)	13.49 AC. UP	1648 AC. FOREST	1648 AC. FOREST	48.32 AC.	11.98 AC.	
TOTAL (60.06 AC)	28.38 AC. UP					

REQUIRED COMMON USE OPEN SPACE = 50% OF 94.74 ACRES = 48.42 ACRES
REQUIRED MINIMUM OPEN SPACE TO BE RETAINED IN NATURAL STATE = 50% OF 28.42 ACRES = 14.21 ACRES
REQUIRED MINIMUM OPEN SPACE FOR ACTIVE RECREATION = 10% OF 28.42 ACRES = 2.84 ACRES
REQUIRED MINIMUM OPEN SPACE FOR PASSIVE RECREATION = 20% OF 28.42 ACRES = 5.68 ACRES



WETLAND DELINEATION NOTE
THE NON TIDAL WETLANDS LINE AS DELINEATED BY CHRIS MCCABE AND DATED 2019 AND AS SHOWN HEREON HAS NOT BEEN VERIFIED BY REGULATORY AUTHORITIES AND THEREFORE MAY OR MAY NOT BE VALID FOR SITE DEVELOPMENT. AT THE TIME OF SITE DEVELOPMENT, THE NON TIDAL WETLAND MAY BE REQUIRED TO BE VERIFIED IN THE FIELD BY THE APPROPRIATE GOVERNMENT AGENCY. DEVELOPMENT SHALL BE REQUIRED TO COMPLY WITH ALL REGULATIONS AND PERMITTING IN EFFECT AT THAT TIME. ANY REDUCTION IN BUILDABLE AREA BELOW THE STATUTORILY PRESCRIBED MINIMUM AS A RESULT OF FUTURE REGULATORY VERIFICATION OR REGULATION OR A CHANGE IN TOPOGRAPHY MAY RENDER THE LOT OR LOTS AS SHOWN HEREON UNBUILDABLE. THE APPROVAL OF THIS SUBDIVISION SHALL NOT CONSTITUTE A REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND BY WORCESTER COUNTY OR BY ANY OFFICIAL OR EMPLOYEE THEREOF OF THE PRACTICABILITY, BUILDABILITY OR SAFETY OF ANY PROPOSED USE AND SHALL CREATE NO LIABILITY UPON THE COUNTY, ITS OFFICIALS OR EMPLOYEES.

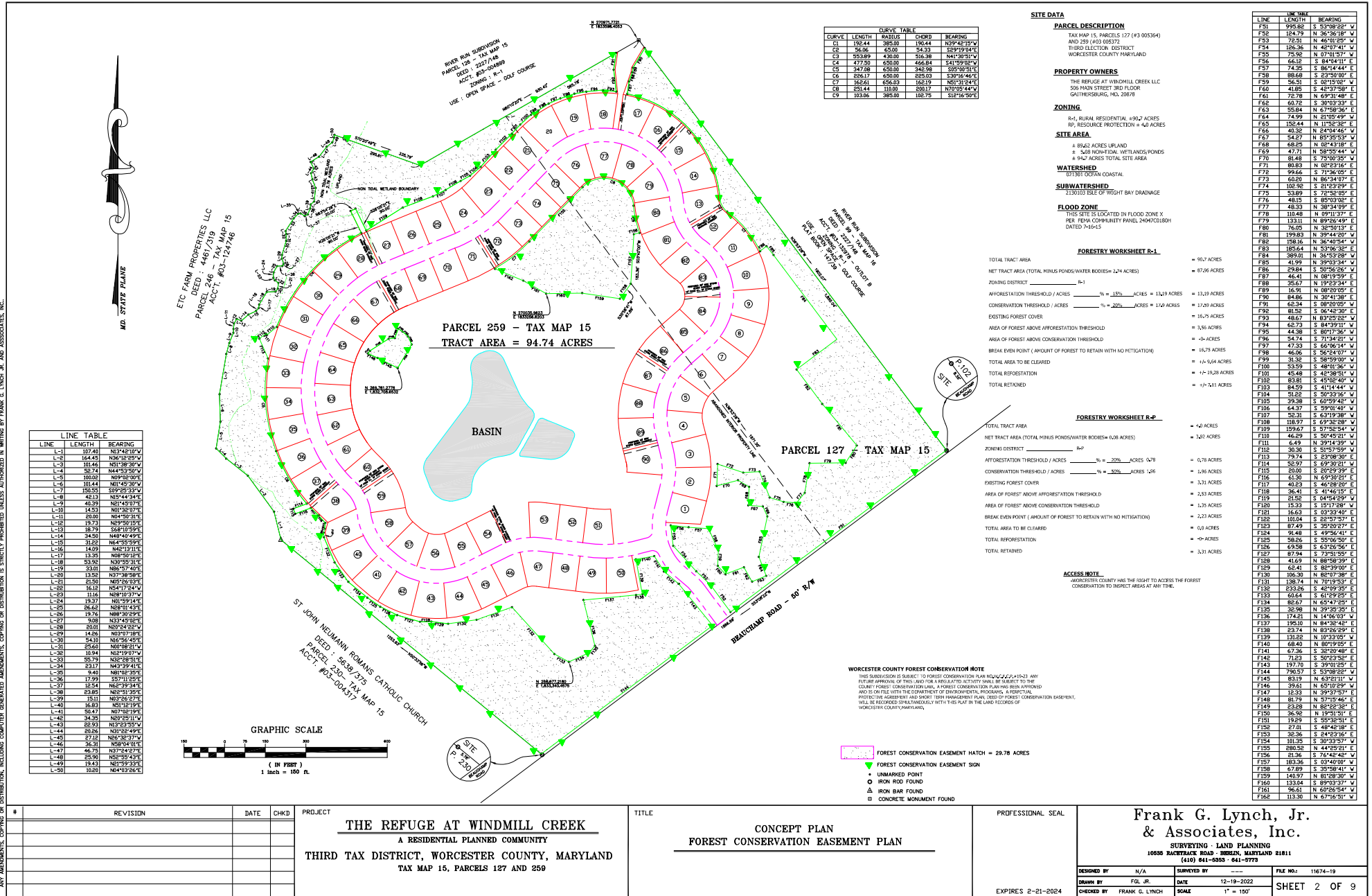


#	REVISION	DATE	CHKD	PROJECT	TITLE	PROFESSIONAL SEAL
				THE REFUGE AT WINDMILL CREEK RESIDENTIAL PLANNED COMMUNITY THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND TAX MAP 15, PARCELS 127 AND 259 PARCEL 127 IS TAX ID#03-005384 PARCEL 259 IS TAX ID#03-005382	CONCEPT PLAN NOT TO BE RECORDED	<p>Frank G. Lynch, Jr. & Associates, Inc. SURVEYING - LAND PLANNING 10655 BUCKTRACE ROAD - BERKELEY, MARYLAND 21811 (410) 841-5265 - 841-5773</p> <p>DESIGNED BY: N/A SURVEYED BY: _____ FILE NO.: 11674-19 DRAWN BY: FGL/JR DATE: 12-19-2022 CHECKED BY: FRANK G. LYNCH SCALE: 1" = 50' SHEET 1 OF 9</p> <p>EXPIRES 2-21-2024</p>

FINAL PLAT

THE INFORMATION CONTAINED ON THESE PLANS IS THE PROPERTY OF FRANK G. LYNCH, JR. & ASSOCIATES, INC. ANY REPRODUCTION OR USE OF THESE PLANS FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF FRANK G. LYNCH, JR. & ASSOCIATES, INC. IS STRICTLY PROHIBITED. UNAUTHORIZED REPRODUCTION OR USE OF THESE PLANS IS STRICTLY PROHIBITED. ANY REPRODUCTION OR USE OF THESE PLANS FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF FRANK G. LYNCH, JR. & ASSOCIATES, INC. IS STRICTLY PROHIBITED.

10/20/2018 14:03:20 2019/11/19/10:46:00 12/19/2022 4:23:04 PM



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	158.44	385.00	180.44	N54°34'21"W
C2	56.96	65.00	54.33	S59°19'47"E
C3	255.89	430.00	216.88	N41°29'21"E
C4	477.95	650.00	466.84	E41°39'25"W
C5	347.98	650.00	342.98	S30°30'35"E
C6	226.17	650.00	226.03	S37°14'44"E
C7	162.61	656.03	162.19	N51°18'24"E
C8	233.44	110.00	200.17	N70°20'44"W
C9	103.86	385.00	102.75	S12°16'50"E

SITE DATA		
PARCEL DESCRIPTION		
TAX MAP 15, PARCELS 127 (015394) AND 259 (003037)		
THIRD ELECTION DISTRICT		
WORCESTER COUNTY PARKLAND		
PROPERTY OWNERS		
THE REFUGE AT WINDMILL CREEK LLC		
506 MAIN STREET 3RD FLOOR		
GAITHERSBURG, MD 20878		
ZONING		
R-1, RURAL RESIDENTIAL - 90.2 ACRES		
RP, RESOURCE PROTECTION - 4.0 ACRES		
SITE AREA		
± 99.2 ACRES UPLAND		
± 94.2 ACRES TOTAL SITE AREA		
WATERSHED		
015391 COASTAL		
SUBWATERSHED		
2130103 ISLE OF WIGHT BAY DRAINAGE		
FLOOD ZONE		
THIS SITE IS LOCATED IN FLOOD ZONE X		
PER FEMA COMMUNITY PANEL 24000200N DATED 7-10-15		

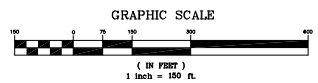
FORESTRY WORKSHEET R-1		
TOTAL TRACT AREA		= 90.2 ACRES
NET TRACT AREA (TOTAL MINUS POND/WATER BODIES ± 2.4 ACRES)		= 87.86 ACRES
ZONING DISTRICT	R-1	
AFFORESTATION THRESHOLD / ACRES	% = 18% ACRES ± 13.9 ACRES	= 13.9 ACRES
CONSERVATION THRESHOLD / ACRES	% = 20% ACRES ± 17.57 ACRES	= 17.57 ACRES
EXISTING FOREST COVER		= 16.75 ACRES
AREA OF FOREST ABOVE AFFORESTATION THRESHOLD		= 3.56 ACRES
AREA OF FOREST ABOVE CONSERVATION THRESHOLD		= 0 ACRES
BREAK EVEN POINT (AMOUNT OF FOREST TO RETAIN WITH NO MITIGATION)		= 16.75 ACRES
TOTAL AREA TO BE CLEARED		= 1.8 ± 6.4 ACRES
TOTAL REFORESTATION		= 1.8 ± 6.4 ACRES
TOTAL RETAINED		= 1.8 ± 6.4 ACRES

FORESTRY WORKSHEET R-P		
TOTAL TRACT AREA		= 4.0 ACRES
NET TRACT AREA (TOTAL MINUS POND/WATER BODIES ± 0.8 ACRES)		= 3.2 ACRES
ZONING DISTRICT	R-P	
AFFORESTATION THRESHOLD / ACRES	% = 30% ACRES 0.78 ACRES	= 0.78 ACRES
CONSERVATION THRESHOLD / ACRES	% = 30% ACRES 1.0 ACRES	= 1.0 ACRES
EXISTING FOREST COVER		= 3.31 ACRES
AREA OF FOREST ABOVE AFFORESTATION THRESHOLD		= 2.53 ACRES
AREA OF FOREST ABOVE CONSERVATION THRESHOLD		= 1.33 ACRES
BREAK EVEN POINT (AMOUNT OF FOREST TO RETAIN WITH NO MITIGATION)		= 2.23 ACRES
TOTAL AREA TO BE CLEARED		= 0.67 ACRES
TOTAL REFORESTATION		= 0 ACRES
TOTAL RETAINED		= 3.31 ACRES

ACCESS NOTE		
WORCESTER COUNTY HAS THE RIGHT TO ACCESS THE FOREST CONSERVATION TO INSPECT AREAS AT ANY TIME.		

WORCESTER COUNTY FOREST CONSERVATION NOTE		
THIS SUBMISSION IS SUBJECT TO FOREST CONSERVATION PLAN (SCALE 1/8"=1'-0") ANY FUTURE APPROVAL OF THIS PLAN FOR REGULATORY ACTIVITY SHALL BE SUBJECT TO THE COUNTY FOREST CONSERVATION PLAN, A FOREST CONSERVATION PLAN HAS BEEN APPROVED AND IS ON FILE WITH THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS, A PERMITAL PROTECTIVE AGREEMENT HAS BEEN ENTERED INTO WITH FOREST CONSERVATION EXPERTS. THIS WILL BE RECORDED SEPARATELY WITH THIS PLAN IN THE LAND RECORDS OF WORCESTER COUNTY, MARYLAND.		

LINE TABLE		
LINE	LENGTH	BEARING
L-1	87.40	N3°42'10"W
L-2	164.45	N56°18'25"W
L-3	101.66	N52°18'30"W
L-4	82.74	N44°33'50"W
L-5	100.88	N50°18'00"W
L-6	101.44	N57°45'30"W
L-7	158.25	S39°25'33"W
L-8	40.13	N57°44'24"E
L-9	48.39	N57°42'07"E
L-10	14.53	N57°28'30"E
L-11	20.00	N04°50'31"E
L-12	19.73	N59°30'30"E
L-13	18.70	S46°11'30"E
L-14	34.50	N48°40'49"E
L-15	33.82	N44°25'59"E
L-16	14.09	N42°11'11"E
L-17	13.20	N58°39'16"E
L-18	23.92	N55°25'21"E
L-19	33.01	N86°57'40"E
L-20	13.52	N27°18'58"E
L-21	21.50	N02°25'03"E
L-22	26.42	N50°18'43"E
L-23	11.16	N58°19'37"W
L-24	19.37	N01°59'14"E
L-25	16.12	N54°17'44"W
L-26	19.76	N88°39'29"E
L-27	9.88	N27°45'05"E
L-28	20.01	N02°24'32"W
L-29	14.26	N02°07'18"E
L-30	54.10	N06°56'45"E
L-31	25.42	N02°08'21"W
L-32	19.94	N52°19'37"W
L-33	85.79	N32°28'51"E
L-34	23.17	N43°29'41"E
L-35	84.0	N06°36'23"E
L-36	17.99	S57°11'25"E
L-37	12.44	N64°29'24"E
L-38	23.85	N02°31'35"E
L-39	15.31	N52°38'27"E
L-40	16.83	N51°12'19"E
L-41	38.47	N07°38'19"E
L-42	24.82	N57°29'11"E
L-43	22.93	N32°23'59"W
L-44	20.86	N52°24'49"E
L-45	27.12	N26°38'37"W
L-46	26.20	N58°24'01"E
L-47	46.70	N02°24'27"E
L-48	25.50	N58°39'43"E
L-49	19.43	N52°19'35"E
L-50	10.25	N44°32'28"E



#	REVISION	DATE	CHKD	PROJECT

THE REFUGE AT WINDMILL CREEK
A RESIDENTIAL PLANNED COMMUNITY
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
TAX MAP 15, PARCELS 127 AND 259

CONCEPT PLAN
FOREST CONSERVATION EASEMENT PLAN

PROFESSIONAL SEAL

Frank G. Lynch, Jr.
& Associates, Inc.

SUBDIVISION - LAND PLANNING
10656 BALDWIN ROAD, HERRING, MARYLAND 21811
(410) 841-5255 · 841-5773

DESIGNED BY	N/A	SURVEYED BY		FILE NO.	11674-19
DRAWN BY	FGL_JR.	DATE	12-19-2022		
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 150'		SHEET 2 OF 9

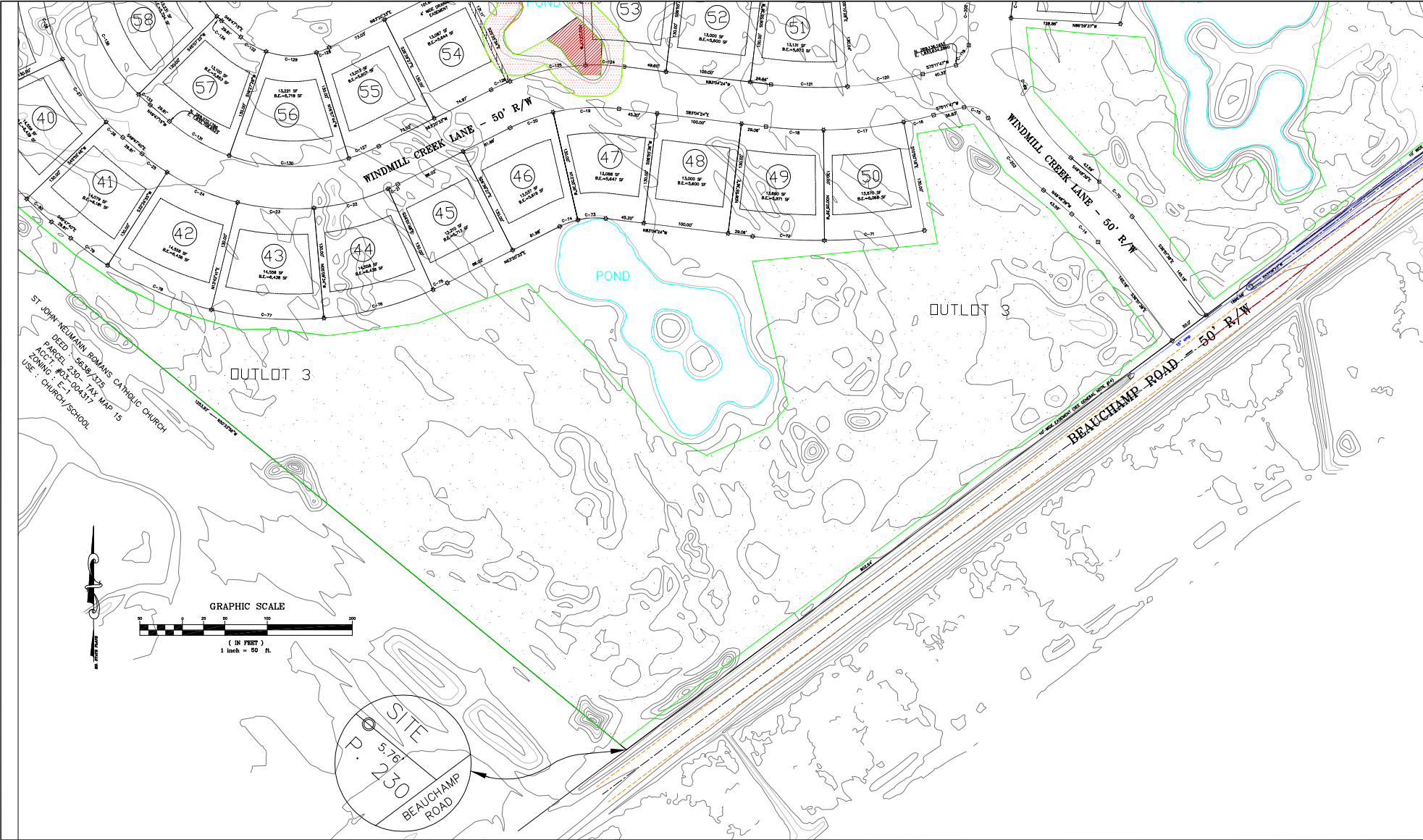
EXPIRES 2-21-2024

S162/CJ/06 FILES 2022/1674SPC.DWG

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-14	45.31	200.00	12.9720°	22.70	N43°20'58"W	45.11
C-15	33.67	251.25	12.9224°	19.90	N65°56'58"W	31.76
C-16	36.33	595.00	02°00'00"	18.17	N7°10'45.7"W	36.33
C-17	84.94	595.00	12°21'39"	47.80	N84°20'21"W	84.81
C-18	67.86	525.00	07°24'11"	33.97	S86°46'52.7"E	67.86
C-19	78.00	225.00	18°31'45"	39.40	S86°59'45"W	77.61
C-20	53.88	225.00	13°41'17"	27.07	S70°17'17"W	53.78
C-21	12.81	275.00	02°37'39"	6.31	N64°39'23.7"E	12.61
C-22	90.57	275.00	18°22'14"	45.70	N79°24'17"E	90.18
C-23	80.57	275.00	18°22'14"	45.70	S86°45'02.6"E	80.18
C-24	90.57	275.00	18°22'14"	45.70	S68°31'12"E	90.18
C-25	36.56	274.00	07°23'56"	18.32	S53°30'00"E	36.56
C-26	26.76	275.00	06°34'28"	13.39	S47°30'00"E	26.74
C-27	86.58	275.00	18°22'14"	45.70	S34°46'36"E	86.17
C-28	85.88	275.00	17°48'38"	43.39	S16°23'17"E	85.54
C-29	16.22	270.54	03°26'08"	8.11	N10°36'23"W	16.22
C-30	73.60	150.00	05°29'23"	37.62	N30°48'17"W	72.62
C-31	50.85	515.00	05°39'27"	25.45	S44°11'45.7"E	50.83
C-32	84.63	515.00	10°31'40"	47.45	S38'06"11"E	84.63
C-33	84.63	515.00	10°31'40"	47.45	S29°54'31"E	84.50
C-34	84.63	515.00	10°31'40"	47.45	S19'50'22"E	84.50
C-35	84.63	515.00	10°31'40"	47.45	S08'30'11"E	84.50
C-36	84.63	515.00	10°31'40"	47.45	S00'00'20"E	84.50
C-37	84.63	515.00	10°31'40"	47.45	S10'30'09"E	84.50
C-38	84.63	515.00	10°31'40"	47.45	S21'00'49"E	84.50
C-39	84.63	515.00	10°31'40"	47.45	S32'30'29"E	84.50
C-40	84.63	515.00	10°31'40"	47.45	S44'00'09"E	84.50
C-41	84.63	515.00	10°31'40"	47.45	S55'29'49"E	84.50
C-42	34.80	515.00	03°09'18"	17.41	S69°50'00"W	34.80
C-43	18.84	471.03	02°10'21"	9.32	N66°38'37"E	18.84
C-44	127.32	471.03	15°28'18"	64.59	N57°46'18"E	126.94
C-45	46.08	471.03	02°06'19"	23.06	N47°15'13"E	46.08
C-46	4.18	295.00	00°48'40"	2.09	S44°48'41"W	4.18
C-47	91.13	295.00	17°41'59"	45.93	S64°03'07"W	90.77
C-48	91.13	295.00	17°41'59"	45.93	S71°47'00"W	90.77
C-49	20.50	295.00	03°33'00"	10.01	N81°40'00"W	20.50
C-50	0.00	295.00	00°00'00"	0.00	N90°00'00"E	0.00
C-50	81.13	295.00	15°28'28"	40.82	N71°50'45"W	80.87
C-51	91.13	295.00	17°41'59"	45.93	N50'07'00"W	90.77
C-52	91.13	295.00	17°41'59"	45.93	N37°25'30"W	90.77
C-53	91.13	295.00	17°41'59"	45.93	N24'44'00"W	90.77
C-54	32.21	298.00	08'12"21"	16.12	N07°44'24"W	32.19
C-55	91.27	250.00	20°38'27"	49.44	S17°41'17"E	90.48
C-56	81.51	250.00	20°38'27"	41.17	S42°23'07"E	80.85
C-57	36.94	250.00	08°26'33"	18.45	N49°48'07"W	36.90
C-58	89.77	250.00	20°34'23"	45.37	N30°17'30"W	89.59
C-59	89.77	250.00	20°34'23"	45.37	N14°43'16"W	89.29
C-60	89.77	250.00	20°34'23"	45.37	N05°51'58"W	89.29

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-61	89.77	250.00	20°34'23"	45.37	N69°25'11"E	89.29
C-62	52.59	250.00	13°33'19"	26.39	S45°44'13"E	52.50
C-63	56.11	250.00	13°33'19"	27.67	S46°50'50"E	56.00
C-64	136.84	250.00	31°21'39"	70.18	S202°21'3"W	135.14
C-65	82.59	250.00	18°29'38"	41.67	S04°41'20"E	82.21
C-66	68.05	300.00	12°59'20"	34.77	N07°30'20"E	67.91
C-67	80.88	300.00	12°59'20"	40.69	N08°24'00"E	80.84
C-68	38.19	200.00	10°56'22"	19.15	S08°48'17"E	38.13
C-69	185.57	200.00	13°09'40"	100.07	S24°34'34"E	178.88
C-70	86.51	200.00	11°37'02"	28.37	N45°20'00"W	86.30
C-71	118.44	655.00	10°21'39"	59.38	N84°20'21"E	118.28
C-72	84.64	655.00	07°24'11"	42.38	S86°46'52.7"E	84.59
C-73	32.95	98.00	18°52'32"	16.84	S86°59'20"W	32.79
C-74	22.73	95.00	18°52'32"	11.42	S70°11'58"W	22.68
C-75	16.27	405.00	02°37'39"	8.29	N64°39'23.7"E	16.27
C-76	133.39	405.00	18°29'14"	67.30	N79°24'17"E	132.79
C-77	133.39	405.00	18°29'14"	67.30	S85°43'02"E	132.79
C-78	133.39	405.00	18°29'14"	67.30	S66°51'19"E	132.79
C-79	53.88	405.00	10'27'26"	28.88	S53°36'24"E	53.86
C-80	39.74	405.00	05°37'21"	19.89	S46°36'42"E	39.73
C-81	133.40	405.00	18°29'19"	67.31	S34°43'52"E	132.80
C-82	70.25	405.00	09°24'11"	36.11	S20°20'41"E	69.97
C-83	118.52	645.00	10°31'40"	59.42	S38'06"11"E	118.50
C-84	118.52	645.00	10°31'40"	59.42	S29°54'31"E	118.50
C-85	118.52	645.00	10°31'40"	59.42	S19'50'22"E	118.50
C-86	118.52	645.00	10°31'40"	59.42	S09'20'11"E	118.50
C-87	118.52	645.00	10°31'40"	59.42	S00'00'20"E	118.50
C-88	118.52	645.00	10°31'40"	59.42	S10'30'09"E	118.50
C-89	118.52	645.00	10°31'40"	59.42	S21'00'49"E	118.50
C-90	118.52	645.00	10°31'40"	59.42	S32'30'29"E	118.50
C-91	118.52	645.00	10°31'40"	59.42	S44'00'09"E	118.50
C-92	118.52	645.00	10°31'40"	59.42	S55'29'49"E	118.50
C-93	43.59	645.00	03°32'19"	21.80	S65°50'47"W	43.58
C-94	13.48	314.03	02°19'42"	6.73	N69°50'07"E	13.48
C-95	92.18	341.03	15°29'12"	46.37	N57°46'18"E	91.90
C-96	33.40	341.03	02°36'28"	16.71	N47°14'13"E	33.30
C-97	6.02	425.00	00°48'40"	3.01	S44°48'41"W	6.02
C-98	131.29	425.00	17°41'59"	66.17	S64°03'07"W	130.77
C-99	131.29	425.00	17°41'59"	66.17	S71°47'00"W	130.77
C-100	121.29	425.00	16°21'08"	61.08	S88°48'32"W	120.88
C-101	121.29	425.00	16°21'08"	61.08	N10'30'09"W	120.88
C-102	131.29	425.00	17°41'59"	66.17	N50'07'00"W	130.77
C-103	131.29	425.00	17°41'59"	66.17	N37°25'30"W	130.77
C-104	131.29	425.00	17°41'59"	66.17	N24'44'00"W	130.77
C-105	46.40	425.00	08'12"21"	23.22	N07°44'24"W	46.38
C-106	31.84	70.00	29°38'47"	16.28	S17°41'07"E	31.67

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD
C-107	28.42	70.00	23°15'20"	14.43	S42°23'27"E	28.23
C-108	64.99	380.00	08°26'24"	28.00	N48°45'07"W	64.84
C-109	136.45	380.00	20°24'23"	68.97	N03°11'49"W	135.71
C-110	136.45	380.00	20°24'23"	68.97	N14°43'16"W	135.71
C-111	136.45	380.00	20°24'23"	68.97	N25°45'37"E	135.71
C-112	136.45	380.00	20°24'23"	68.97	N36°46'58"E	135.71
C-113	79.84	380.00	12°03'17"	40.12	N47°44'19"E	79.79
C-114	28.46	120.00	12°37'51"	13.28	S42°28'59"W	28.40
C-115	65.68	120.00	31°21'39"	33.69	S207°21'3"W	64.88
C-116	28.64	120.00	18°30'30"	20.00	S04°17'28"E	28.46
C-117	97.54	430.00	12°59'20"	48.88	N07°30'20"W	97.33
C-118	118.83	430.00	12°59'20"	59.32	N08°24'00"W	118.58
C-119	28.88	28.00	68°28'41"	17.02	N32°50'00"E	28.13
C-120	90.08	475.00	10°31'54"	45.17	S88°02'44"E	89.84
C-121	90.08	475.00	10°31'54"	45.17	S80°16'21"E	89.94
C-122	69.62	345.00	10'23'27"	31.40	S88°42'31"E	69.53
C-123	67.08	495.00	09°29'11"	33.61	N87°40'00"W	67.00
C-124	45.55	275.00	09°28'21"	22.83	N87°48'06"W	45.50
C-125	91.21	275.00	18°00'00"	46.03	S77°46'07"W	90.79
C-126	24.43	275.00	03°05'07"	12.23	S65°53'17"E	24.43
C-127	38.07	225.00	09°41'43"	19.08	N68°11'29"E	38.03
C-128	16.98	95.00	09°41'43"	8.06	N68°11'29"E	16.86
C-129	60.39	95.00	36°25'12"	31.25	S88°45'08"E	59.39
C-130	143.02	225.00	36°25'12"	74.02	S88°45'08"E	140.63
C-131	81.48	225.00	20°44'58"	41.19	S60°10'08"E	81.03
C-132	84.40	95.00	20°44'58"	41.39	S60°10'08"E	84.21
C-133	18.59	225.00	04°44'06"	9.30	S47°20'08"E	18.52
C-134	2.48	95.00	04°28'50"	1.24	S47°21'17"E	2.48
C-135	60.46	95.00	36°25'12"	31.30	S27°33'20"E	59.43
C-136	143.10	225.00	36°25'12"	74.08	S28°49'21"E	140.70
C-137	4.33	225.00	01°09'54"	2.28	N00°50'54"E	4.33
C-138	2.28	95.00	01°09'54"	1.14	N00°50'54"E	2.28
C-139	143.17	310.00	28°27'43"	72.89	N20°42'39"W	141.80
C-140	82.82	180.00	28°27'43"	42.21	N20°42'39"W	82.18
C-141	41.42	180.00	13°11'07"	20.80	N42°25'52"W	41.33
C-142	70.97	310.00	13°06'58"	36.64	N40°27'59"W	70.81
C-143	39.99	335.00	08°50'20"	20.02	S43°56'18"E	39.98
C-144	116.32	465.00	14°19'26"	58.46	S33°01'11"E	116.01
C-145	83.80	335.00	14°19'26"	42.10	S33°01'11"E	83.68
C-146	83.89	335.00	14°21'51"	42.22	S18°40'47"E	83.77
C-147	116.38	465.00	14°21'51"	58.63	S18°40'47"E	116.28
C-148	116.38	465.00	14°21'51"	58.63	S04°23'27"E	116.28
C-149	116.38	465.00	14°21'51"	58.63	S09°18'29"E	116.28
C-150	84.00	335.00	14°22'03"	42.22	S10°32'23"E	83.79
C-151	84.00	335.00	14°22'03"	42.22	S24°59'49"E	83.88
C-152	84.00	335.00	14°22'03"	42.22	S39°54'59"E	83.88
C-153	84.00	335.00	14°22'03"	42.22	S54°50'09"E	83.88
C-154	116.74	465.00	14°23'01"	58.68	S42°25'59"W	116.43
C-155	116.85	465.00	14°23'01"	58.73	S38°24'21"W	116.54
C-156	84.18	335.00	14°23'01"	42.31	S38°24'21"W	83.98
C-157	84.04	335.00	14°22'24"	42.24	S33°12'28"W	83.62
C-158	116.60	465.00	14°22'24"	58.63	S33°12'28"W	116.30</



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#	REVISION	DATE	CHKD	PROJECT

THE REFUGE AT WINDMILL CREEK
 RESIDENTIAL PLANNED COMMUNITY
 THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
 TAX MAP 15, PARCELS 127 AND 259

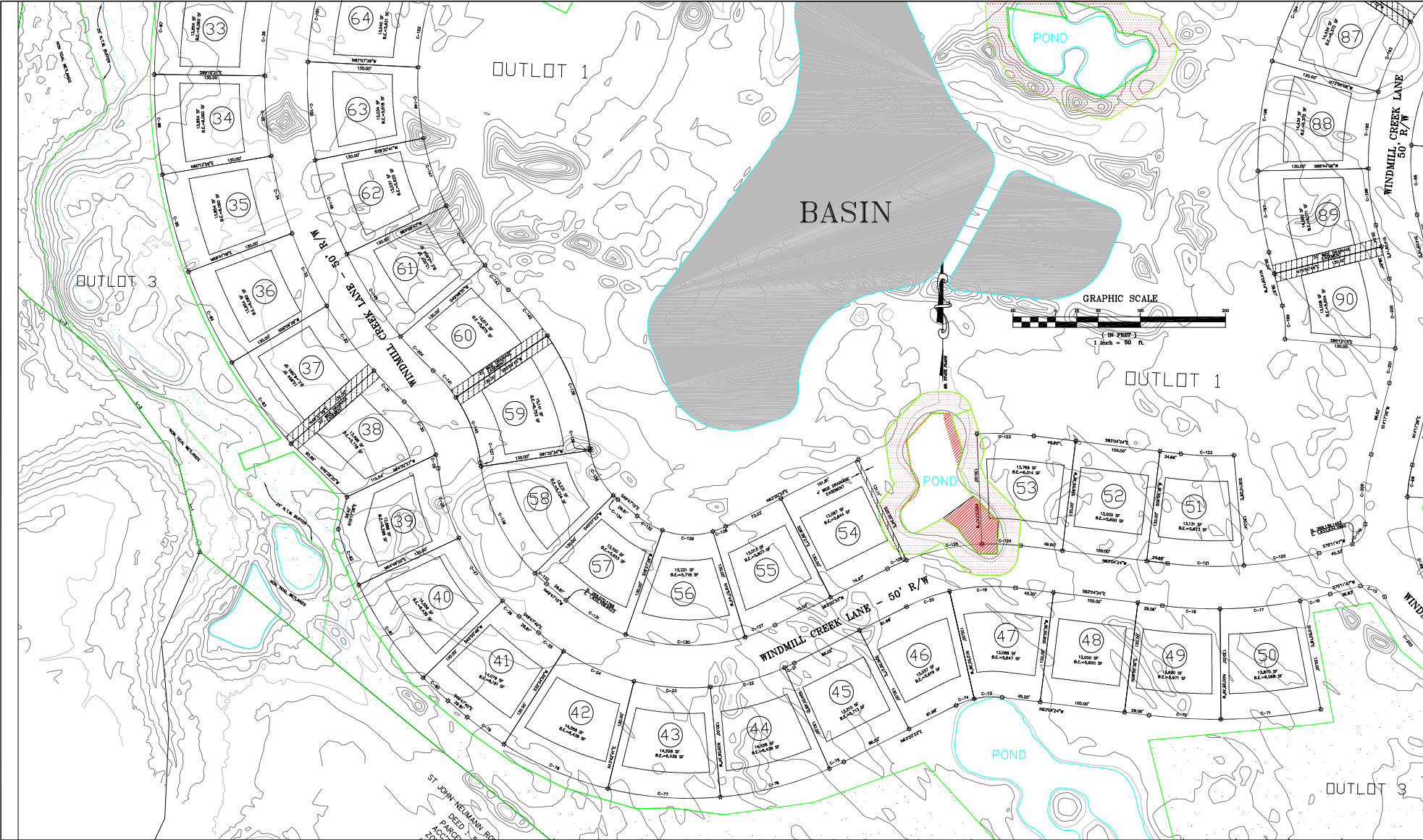
TITLE
CONCEPT PLAT
NOT TO BE RECORDED

PROFESSIONAL SEAL
 EXPIRES 2-21-2024

Frank G. Lynch, Jr.
& Associates, Inc.
 SURVEYING - LAND PLANNING
 10656 BUCKTRACE ROAD - HOBOKEN, MARYLAND 21111
 (410) 841-5265 - 841-9773

DESIGNED BY	N/A	SURVEYED BY	---	FILE NO.	11674-19
DRAWN BY	FGL/JRL	DATE	12-19-2022		
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 50'		SHEET 4 OF 9

BASE: ST42/CJOB FILES 2019/11674-19.DWG
 RP: ST42/CJOB FILES 2019/11674RP19.DWG



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 RESIDENTIAL PLANNED COMMUNITY
 THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
 TAX MAP 15, PARCELS 127 AND 259

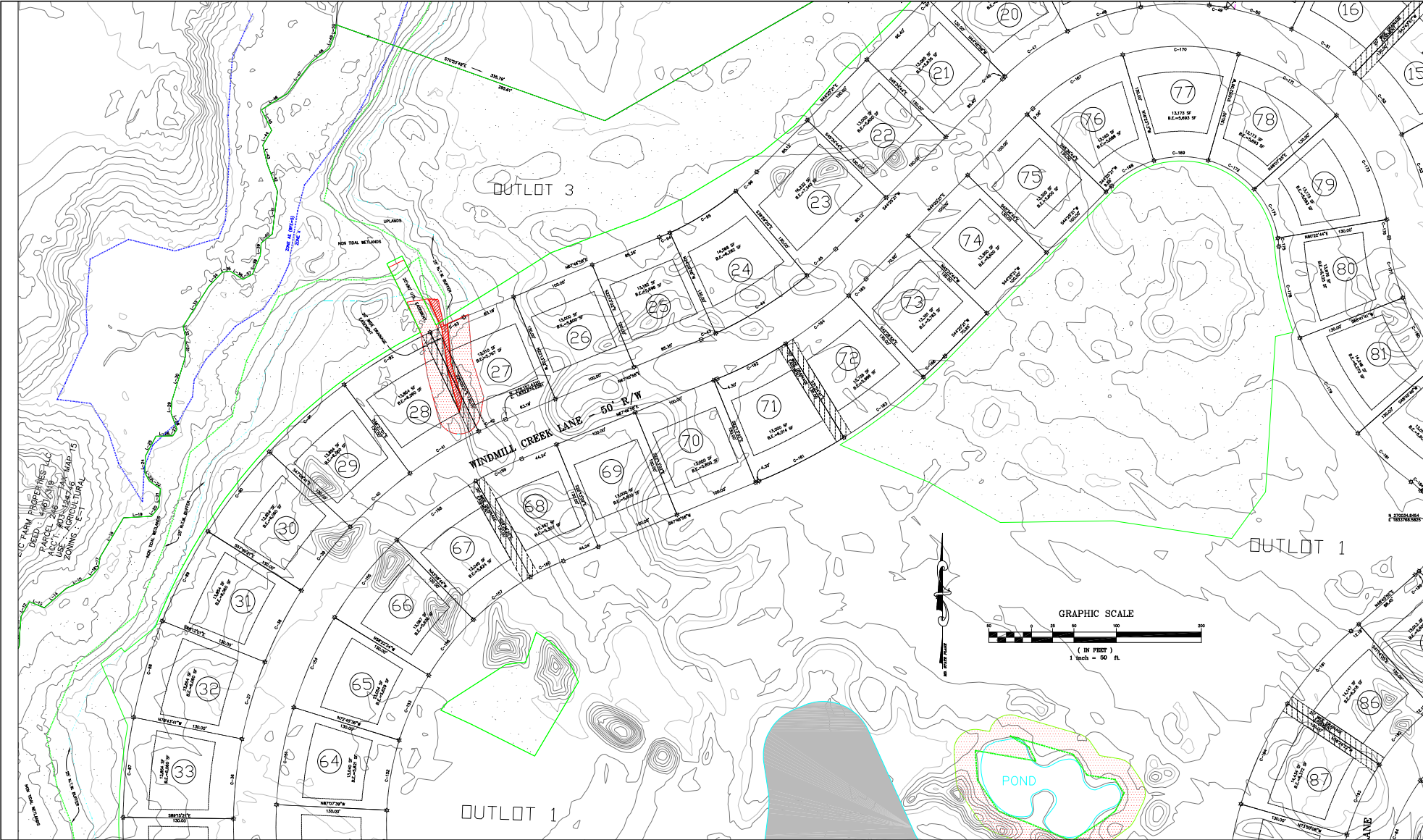
TITLE
CONCEPT PLAN
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PROFESSIONAL SEAL
 EXPIRES 2-21-2024

Frank G. Lynch, Jr.
 & Associates, Inc.
 SURVEYING - LAND PLANNING
 10656 BUCKTRACE ROAD - HAGERSTOWN, MARYLAND 21111
 (410) 641-5265 - 641-5773

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DRAWN BY	FGL/JR	DATE	12-19-2022		
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 50'		SHEET 5 OF 9

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#	REVISION	DATE	CHKD	PROJECT

THE REFUGE AT WINDMILL CREEK
 RESIDENTIAL PLANNED COMMUNITY
 THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
 TAX MAP 15, PARCELS 127 AND 259

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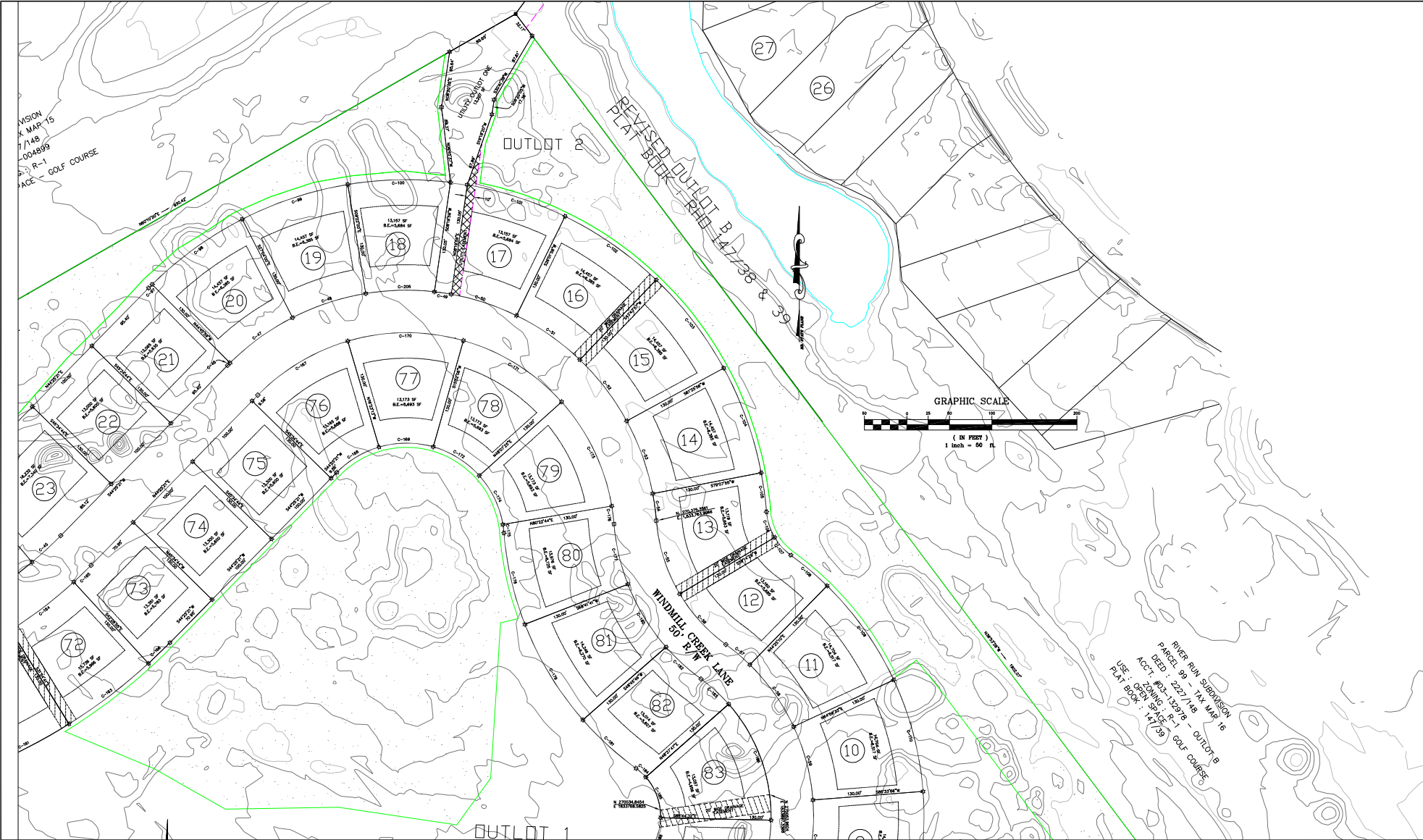
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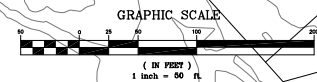
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DRAWN BY	FGL/JRL	DATE	12-19-2022	SHEET 6 OF 9	
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 50'		

ST62/CJOB FILES 2019/11674-19.DWG
 RP-ST62/CJOB FILES 2019/11674R19.DWG

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VISION
K MAP-15
7/148
0004899
R-1
FACE - GOLF COURSE



RIVER RUN SUBDIVISION
PARCEL 99 - TAX MAP 16
DEED #227/148
ACCT. #02-15978 - OUTLET 18
USE: GOLF COURSE
PLAY BOOK #17/59

#	REVISION	DATE	CHKD	PROJECT

THE REFUGE AT WINDMILL CREEK
RESIDENTIAL PLANNED COMMUNITY
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
TAX MAP 15, PARCELS 127 AND 259

TITLE
CONCEPT PLAN
NOT TO BE RECORDED

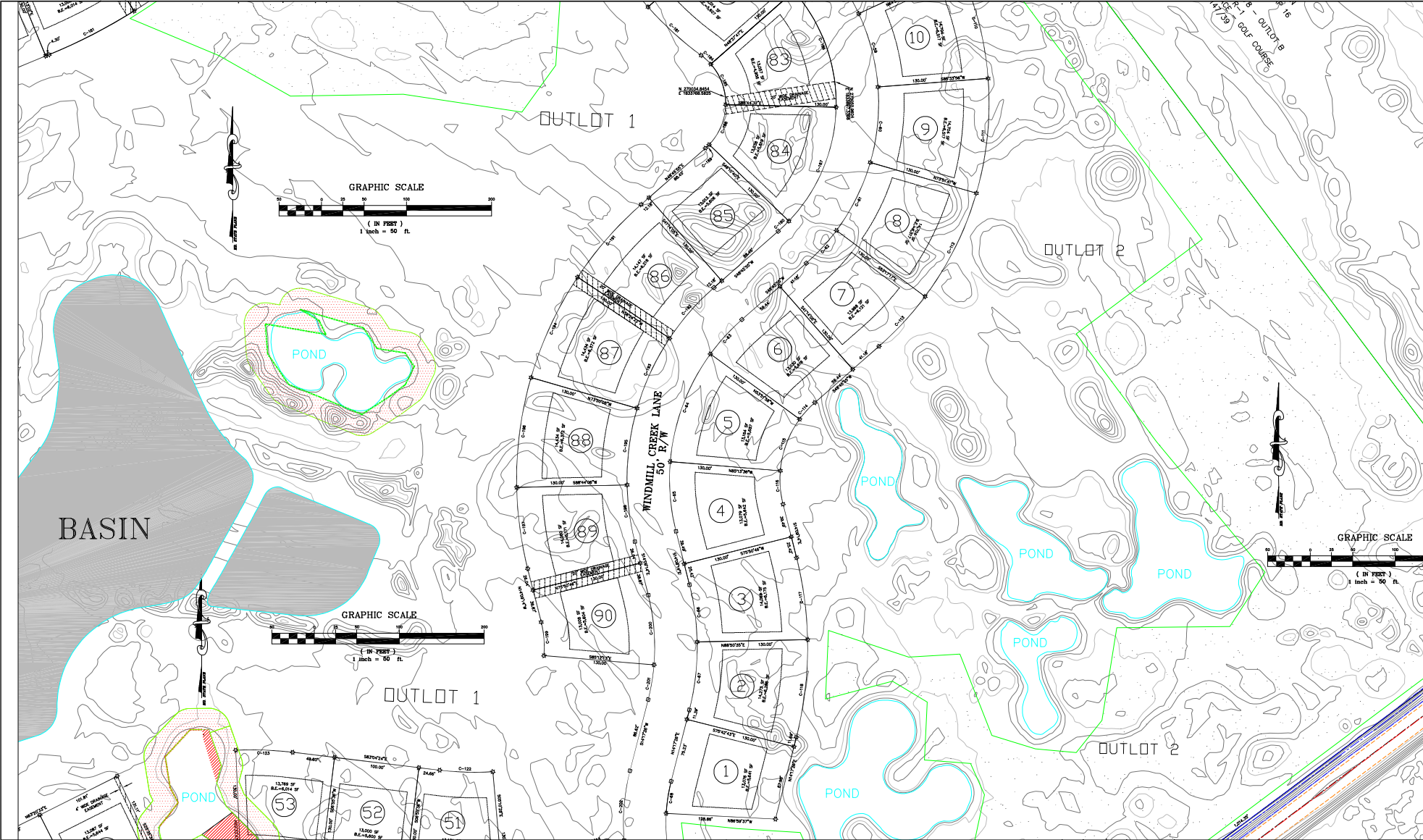
PROFESSIONAL SEAL

EXPIRES 2-21-2024

Frank G. Lynch, Jr.
& Associates, Inc.
SUBSURVING - LAND PLANNING
10655 BACKTRACE ROAD - HOBEN, MARYLAND 21811
(410) 841-5265 - 841-9773

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DRAWN BY	FGJ, JR.	DATE	12-19-2022		
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 50'		SHEET 7 OF 9

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REVISION	DATE	CHKD	PROJECT

THE REFUGE AT WINDMILL CREEK
 RESIDENTIAL PLANNED COMMUNITY
 THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND
 TAX MAP 15, PARCELS 127 AND 259

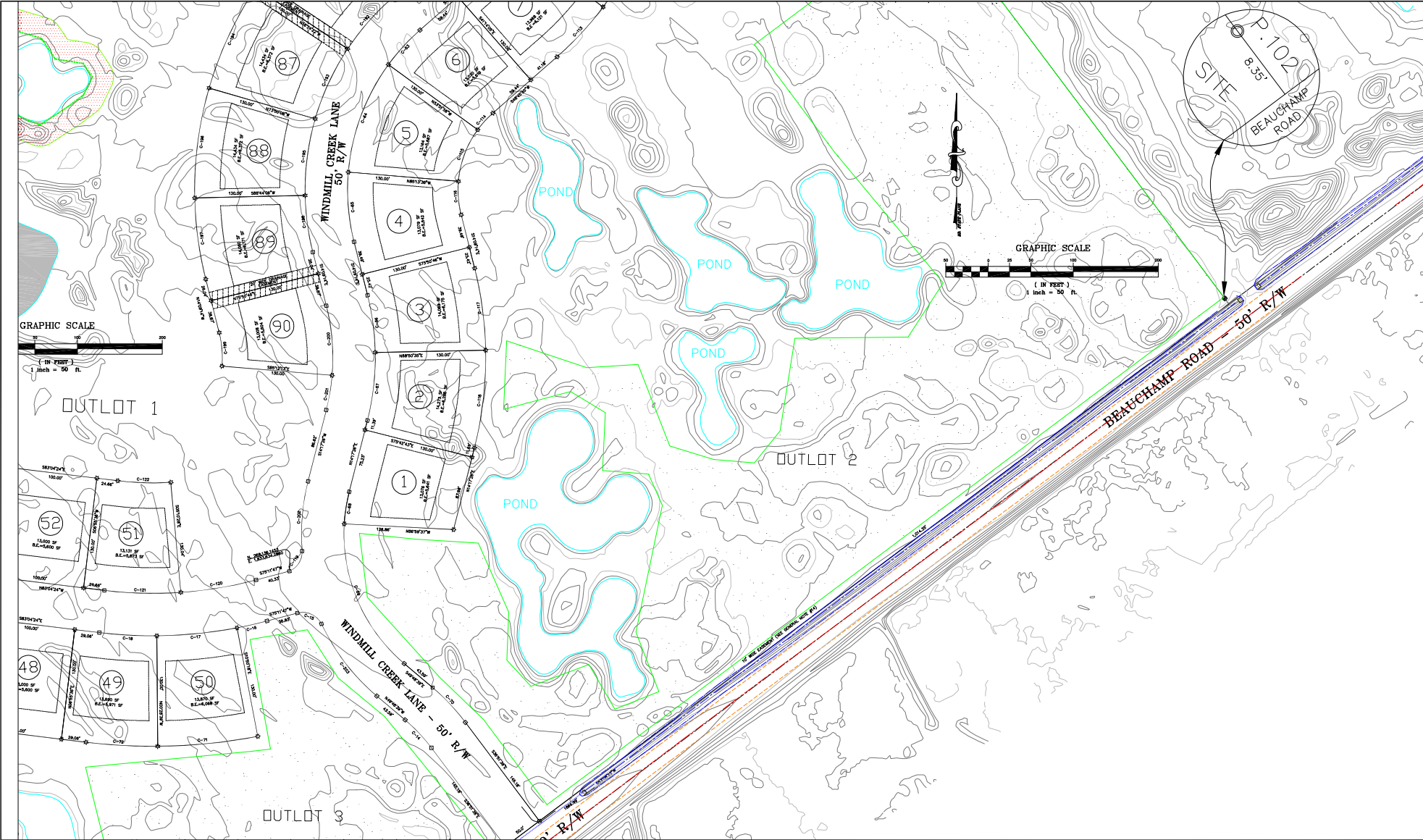
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PROFESSIONAL SEAL
 EXPIRES 2-21-2024

Frank G. Lynch, Jr.
& Associates, Inc.
 SURVEYING - LAND PLANNING
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DESIGNED BY	N/A	SURVEYED BY	---	FILE NO.	11674-19
DRAWN BY	FGL/JR	DATE	12-19-2022	SHEET 8 OF 9	
CHECKED BY	FRANK G. LYNCH	SCALE	1" = 50'		

ST62/CJOB FILES 2019/11674-19.DWG
 RP-ST62/CJOB FILES 2019/11674RPH18.DWG



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#	REVISION	DATE	CHKD	PROJECT	TITLE	PROFESSIONAL SEAL
				THE REFUGE AT WINDMILL CREEK RESIDENTIAL PLANNED COMMUNITY THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND TAX MAP 15, PARCELS 127 AND 259	CONCEPT PLAN NOT TO BE RECORDED	Frank G. Lynch, Jr. & Associates, Inc. SURVEYING - LAND PLANNING 10656 BUCKTRACE ROAD, HAGERSTOWN, MARYLAND 21111 (410) 641-5265 - 641-5773
						DESIGNED BY: N/A DRAWN BY: FGL/JR CHECKED BY: FRANK G. LYNCH
						SURVEYED BY: --- DATE: 12-19-2022 SCALE: 1" = 50' FILE NO.: 11674-19 SHEET 9 OF 9
						EXPIRES 2-21-2024 ST62/C/OB FILES 2019/11674-19.DWG RP-ST62/C/OB FILES 2019/11674-19.DWG

§ ZS 1-315. RPC residential planned communities.

- (a) Purpose and intent. Residential planned communities are intended to encourage the best possible design of building forms and site planning for tracts of land under a unified plan of development. Holistic control over an entire development, rather than lot-by-lot regulation, and flexibility in requirements is intended to produce a well-designed development that will provide a variety of housing types, preserve open space and natural vegetation for scenic and recreational uses, reduce impervious surfaces, and have a beneficial effect upon the health, safety and general welfare of the people of the County. The regulations established in this section allow flexibility and thus permit and encourage more imaginative and environmentally sensitive development. To ensure that a residential planned community shall conform to the character and nature of the district in which it is located, achieve a maximum of coordination between the residential planned community and neighboring land uses, promote the intent and purposes of this Title and encourage the most appropriate use of land within the area of the residential planned community, specific and additional standards are established as set forth in this section.
- (b) Classification, location and area requirements. Residential planned communities shall be reviewed and approved by the pertinent body and shall be designated as either minor or major. Major residential planned communities shall be established as floating zones by the County Commissioners. Minor residential planned communities shall be defined as those having twenty or fewer residential units while major residential planned communities shall be those having more than twenty residential units. A series of separate minor residential planned communities created from the same parcel as it existed on the effective date hereof shall be considered a major residential planned community when the cumulative effect of such separate residential planned communities meets the criteria of a major residential planned community. Residential planned communities may be permitted in accordance with the provisions hereof in the E-1, V-1, R-1, R-2, R-3 and R-4 Districts. Land zoned RP which is within the boundaries of the property subjected to a residential planned community may be included within the residential planned community boundaries. Land within the boundaries of the residential planned community which is located in any C or CM District may be included in the residential planned community if the area of the C or CM District does not exceed five percent of the gross area of a minor residential planned community or fifteen percent of the gross area of a major residential planned community. Furthermore, each major residential planned community containing land in the C or CM District shall utilize a minimum of fifty percent of the gross acreage of the C or CM zoned land for retail or service uses as permitted in the C-2 General Commercial District somewhere in the project. **[Amended 8-15-2017 by Bill No. 17-8]**
- (c) Permitted uses and structures. The following uses and structures may be permitted in a residential planned community:
- (1) Minor residential planned communities: Permitted principal uses and structures shall be limited to the permitted principal uses and accessory uses

allowed by the district regulations of the underlying zoning district. Any use allowed by special exception is permitted in a minor residential planned community, provided the approval of the Board of Zoning Appeals is obtained. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal uses cited in the C-1 Neighborhood Commercial District regulations.

- (2) Major residential planned communities: Permitted principal uses and structures shall be the permitted principal uses, special exception uses and accessory uses allowed by the R-4 General Residential District, regardless of the underlying zoning district. Residential units may be located in, over or as a part of buildings or structures also used for commercial purposes. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal and special exception uses cited in the C-2 General Commercial District regulations. Uses cited as special exceptions uses shall not require approval by the Board of Zoning Appeals.
 - (3) Any use or structure which is determined by the County Commissioners to be of the same general character as the above-permitted uses or accessory uses not specifically mentioned in another district but is deemed by the County Commissioners to be compatible with the character and intent of the residential planned community.
- (d) Area limitations for uses. Within a residential planned community, the following percentages of the total gross lot area [as defined in § ZS 1-305(a) hereof] but excluding state wetlands [as defined in § ZS 1-103(b) hereof] shall be devoted to the following uses:
- (1) For minor residential planned communities:
 - A. Retail and service uses: a maximum of five percent and limited to the permitted principal uses cited in the C-1 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.
 - B. Common use open space and recreational areas: While a minimum percentage is not required, common use open space and recreational areas are encouraged. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space or recreational areas.
 - C. Residential uses: There is no maximum percentage. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences.
 - (2) For major residential planned communities:

- A. Retail and service uses: a maximum of twenty percent and limited to the permitted principal and special exception uses cited in the C-2 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.
- B. Common use open space: a minimum of thirty percent and in accordance with the following provisions and requirements:
 - 1. Open space shall be limited to areas for recreation or the growing of trees, vegetable, field or nursery crops or for purposes of conservation of natural resources. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space.
 - 2. Recreational areas shall be limited to public and private noncommercial social and recreational areas, public and private (commercial and noncommercial) golf courses, private (noncommercial) marinas and playgrounds.
 - 3. The terms "open space" and "recreational areas" shall not include space devoted to roads and parking. Except as provided in Subsection (d)(2)B2 hereof, open space shall be free of residential, service, business or industrial structures and uses.
 - 4. Reasonable restrictions and fees may be placed upon the use of active recreation areas.
 - 5. Requirements for open space shall be as follows:
 - (i) A minimum of fifty percent of the required open space must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent of this area may be private wetlands.
 - (ii) A minimum of ten percent of the required open space must be for active recreation.
 - (iii) A minimum of twenty percent of the required open space must be for passive recreation.
 - (iv) All open space and areas for active and passive recreation required by Subsection (d)(2)B5 hereof shall be dedicated, developed and perpetually protected to satisfy the requirements as contained herein.
 - 6. The Planning Commission may grant waivers to this subsection where it determines that conditions exist such that the full provisions for open space as required by this subsection are otherwise satisfied. The Planning Commission shall consider proximity to public open spaces, lot size and other appropriate factors.

- C. Residential uses: a maximum of seventy percent. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences but may not include usable open space or recreational areas.
- (e) Residential density. The maximum number of residential units which may be permitted in a residential planned community in areas other than those designated as Growth Areas by the Land Use chapter of the Comprehensive Plan shall be as follows. Major fractions of units may be counted as a full unit.
- (1) In the E-1 District, one unit per two acres of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (2) In the V-1 District, five units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (3) In the R-1 District, one unit per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (4) In the R-2 District, four units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (5) In the R-3 District, six units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (6) In the R-4 District, eight units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
 - (7) Land in the RP, C or CM Districts may be included within the residential planned community in accordance with Subsection (b) hereof but the acreage of such land may not be included within the total lot area used for the calculation of permitted density.
- (f) Residential planned communities in areas designated as Growth Areas by the Land Use chapter of the Comprehensive Plan. Such projects shall promote mixed-use community centers with declining density toward the perimeter of the growth area, thus creating a center, an edge and a variety of housing types in between. The average residential density shall be no less than three and one-half dwelling units per acre of the total lot area used for residential, open space and recreation purposes. The core of the growth area should provide a maximum density of up to ten dwelling units per acre and mixed uses to provide commercial services to meet the residents' and visitors' needs and various housing types. Maximum lot sizes at the growth area's core shall not exceed five thousand square feet. Residential densities shall decrease as one moves away from the core of the growth area, to a perimeter density of not more than one dwelling unit per acre. Maximum lot sizes at the growth area's perimeter shall not exceed twenty thousand square feet. A surrounding natural forested or agricultural greenway should be the outermost

perimeter of the growth area in order to blend into the surrounding landscape. The densities cited herein are applicable to the growth area as a whole, not to individual parcels within the growth area. Individual projects should be reviewed relative to their placement within the growth area and how their proposed design helps achieve the growth area's design principles and densities cited herein.

- (g) Lot, road and parking requirements. For individual structures, there shall be no minimum lot area, setback, bulk, lot width, area or road frontage requirements. Such standards shall be as approved by the Planning Commission. No structure or group of structures, such as semidetached dwellings or a row of townhouses, shall be erected within ten feet of any other structure or group of structures. The supplemental regulations contained in Subtitle ZS1:III hereof shall apply. All roads, parking areas and access points shall meet County standards. However, in those areas designated for commercial uses, the parking space dimensions of not less than sixty percent of the required parking shall measure not less than ten feet in width and eighteen feet in length. The parking space dimensions of not more than forty percent of the required parking shall measure not less than nine feet in width and eighteen feet in length.
- (h) Height regulations. Buildings and structures within two hundred feet of the development perimeter shall be limited to the maximum height permitted by the underlying zoning district. All other buildings in the residential planned community shall be limited to a maximum height of six stories and seventy feet. No accessory structure shall exceed either two stories or twenty-five feet in height.
- (i) Other regulations. In regulating the development of a residential planned community, the provisions of this section shall first apply. When a matter is not specifically regulated by this section, the other provisions of this Title and of the underlying zoning district in which the residential planned community is located shall apply.
- (j) General design standards. In order to provide for more efficient use of land, protection of the environment, more livable communities, and consistency with the Comprehensive Plan, the following design standards shall apply to all residential planned communities:
 - (1) All development plans shall first identify key environmental features and then design the development plan in such a manner as to protect and avoid disturbance of these resources. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical or special habitat, water bodies on the state's impaired waters list or having an established total maximum daily load requirement and other important environmental features.
 - (2) Particularly for major residential planned communities, provide clustered, mixed use (where appropriate), pedestrian-scale development, preferably taking its design guidance in terms of scale, layout, uses, architectural style and landscaping from existing County towns and villages, to allow convenient access to products and services, improve community vitality and diminish the

need for vehicle trips.

- (3) Cluster residential and commercial land uses to minimize the consumption of vacant lands, maximize open space and reduce impervious surfaces.
 - (4) Limit the use of culs-de-sac and dead-end streets and instead promote street, trail and sidewalk connectivity to reduce vehicle miles traveled and improve community walkability.
 - (5) Preserve existing forested areas and natural areas as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.
- (k) Review and approval procedure.
- (1) For minor residential planned communities: Review and approval shall take place in two steps. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the second step.
 - A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee and Planning Commission and this submission shall constitute the residential planned community application.
 1. The Step I concept plan shall include the following:
 - (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
 - (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, and a forest stand delineation, particularly existing significant trees.
 - (iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
 - (iv) A requested land use density for the total project.
 - (v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management measures.
 - (vi) The proposed method and adequacy of wastewater disposal and potable water supply.

- (vii) A written statement addressing the residential planned community's consistency with the Comprehensive Plan, zoning regulations and other established development policy guidelines, its topography and relationship to existing natural and man-made features, both on site and in the immediate vicinity, efforts to adequately protect sensitive areas, the availability and suitability of vehicular access, and the availability and adequacy of water and sewer facilities.
 - (viii) Such other information as the Technical Review Committee or Planning Commission may require.
2. The Technical Review Committee shall meet with the applicant to review the Step I concept plan and shall subsequently in writing identify areas of concern and issues to be addressed by the Planning Commission. The Technical Review Committee may solicit other agency comments prior to making its recommendation and may require additional information, studies or reports.
 3. The Planning Commission shall then meet with the applicant to review the Step I concept plan and the Technical Review Committee's comments and recommendations. The Planning Commission shall address the areas identified by the Technical Review Committee and such other areas of concern and such requirements as it may deem necessary and appropriate. The Planning Commission shall take action to either approve, with or without conditions, or disapprove the Step I concept plan and thus the residential planned community application. Alternatively, the Planning Commission may remand the residential planned community application back to the Technical Review Committee for further review and refinement and then subsequently consider and act upon the revised application. The Planning Commission's findings and decision shall be made in writing and made a part of the record. Once the Planning Commission has approved the Step I concept plan, the applicant may proceed with seeking approval of the Step II implementation plan.
- B. Step II implementation plan. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate.
1. The Step II implementation plan consists of detailed subdivision plats or site plans which shall be submitted for review and approval in the manner specified in the subdivision and site plan regulations as applicable. All such plats or plans shall conform to Step I concept plan approvals. The Technical Review Committee or Planning Commission may request such information and details on the plats

or plans as is determined necessary. Any construction shall comply with the approved Step II implementation plan.

2. Requirements relative to action by the Planning Commission on the Step II implementation plan shall be those specified in the subdivision or site plan regulations as applicable.
 3. Expiration of subdivision plats or site plans approved as part of the Step II implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step II approval, all previous residential planned community approvals, including the Step I concept plan approval, are rendered null and void.
- (2) For major residential planned communities: Review and approval shall take place in three sequential steps. Each step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the next step.
- A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee, Planning Commission and the County Commissioners and this submission shall constitute the residential planned community application.
1. The Step I concept plan shall include the following:
 - (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
 - (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, a forest stand delineation, greenways, areas of critical or special habitat, source water and aquifer recharge protection areas, and proposed methods for protection of important environmental features.
 - (iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
 - (iv) A requested land use density for the total project.
 - (v) A schematic plan generally identifying the proposed drainage

pattern and potential stormwater management and minimization of impervious surfaces.

- (vi) A preliminary capacity and availability analysis of water and wastewater facilities for projects proposed to be served by existing public utilities or, where new facilities are proposed to serve the project, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.
- (vii) The existing and proposed circulation patterns for vehicles, pedestrians and bicycles, both internal and external to the project, and a preliminary capacity analysis of the existing road network's ability to serve the project without undue detriment to levels of service.
- (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may require.
- (ix) A written statement addressing the following:
 - a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.
 - b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
 - c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
 - d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
 - e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.

- f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.
 - g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.
2. The Technical Review Committee shall meet with the applicants and shall review the residential planned community application, including the Step I concept plan and required written statement. The Technical Review Committee shall, subsequent to the meeting and review, identify areas of concern and issues to be addressed by the Planning Commission. It shall report its findings and recommendations to the applicants and to the Planning Commission in writing in a report known as the "Technical Review Committee Report." The Technical Review Committee may solicit other agency comments prior to making its report and may require additional information, studies or reports. The Technical Review Committee shall review the submission and present its report within ninety days after receipt of the applicant's submission of a complete application, unless extended by the Planning Commission.
 3. The Planning Commission shall then meet with the applicant to review the submission and the Technical Review Committee Report and may as a group visit the site of the proposed project. The Planning Commission shall produce findings based on the items considered under Subsections (k)(2)A1(ix)a through (k)(2)A1(ix)g hereof. The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the residential planned community application, which may address the areas identified in the Technical Review Committee Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety days after receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
 4. The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety days of

receipt of the Planning Commission's recommendation, unless extended by the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113(c) hereof. Notice of such public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application, Technical Review Committee Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six months of the public hearing shall constitute a denial of the application. In granting an approval, the County Commissioners may impose conditions which shall become a part of the approval regulating the residential planned community. In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval. Any residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.

5. Step I approval shall automatically expire and terminate unless the Step II approval is obtained within one year from the date of Step I approval. The County Commissioners may extend the Step I approval for a maximum of one additional year, provided the one-year extension is requested not less than sixty days prior to the expiration of the Step I approval and granted prior to expiration as well.
- B. Step II master plan approval. Upon completion of Step I, an applicant shall develop and submit to the Technical Review Committee and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval.
1. The applicant shall meet with the Technical Review Committee and Planning Commission in that order. The Planning Commission shall have the authority to approve or disapprove the application.

2. The master plan shall conform to the regulations as set forth in this Title and include any details and specifications as may be required by the Technical Review Committee and the Planning Commission. The master plan shall include, at a minimum, the following:
 - (i) An accurate topographic and boundary line survey of the project site, including the survey location of the perimeter of all forested areas, existing significant trees, the one-hundred-year floodplain line, the Critical Area boundary line, where applicable, the tidal and nontidal wetland lines and their buffers, location of important habitat or sensitive areas, and source water and aquifer recharge areas and a location map showing its relationship to surrounding properties.
 - (ii) Proposed extent of forest clearing, wetland and buffer impacts, Critical Area buffer impacts or variances, and the proposed percentage of impervious area.
 - (iii) The use, type, size and location of proposed structures, particularly with regard to the provision of mixed uses and clustering.
 - (iv) The general size, arrangement and location of any lots and proposed building groups.
 - (v) The pattern of existing and proposed access points, public and private roads, vehicular travelways, parking, pedestrian and bicycle paths, internal and external circulation and connectivity, particularly to surrounding residential, commercial and recreational development and uses, and the intended design and construction standards.
 - (vi) The general location, type and size of proposed landscaping.
 - (vii) The location of existing and proposed water and wastewater facilities, including how and when such facilities are to be provided.
 - (viii) Architectural drawings, elevations, sketches or models illustrating the general design, character and pedestrian-scale of the proposed structures and a written description of how they relate to the architectural style and landscape design in the existing County towns, villages, and surrounding development.
 - (ix) The general location of recreational and open space areas and areas reserved or dedicated for public uses, such as schools, community centers, libraries, fire stations and park sites, and any open space to be owned and maintained by a property owners' association. Areas proposed for active and passive recreation shall be shown, along with a description of the

facilities and equipment to be provided in these areas.

- (x) The existing topography and drainage pattern and the proposed stormwater management system showing basic topographic changes.
 - (xi) Statistical data on the total size of the project area, density computations, proposed number of residential units by type, compliance with area limitations and requirements for uses, area in streets, area in parking and parking tabulation and any other similar data pertinent to a comprehensive evaluation of the proposed development.
 - (xii) A detailed time schedule for the implementation and construction of the development and, if appropriate, a plan for phasing the construction of the residential planned community, showing the general geographical coverage of future plats or plans, their approximate sequence of submission, each of which must meet pertinent requirements either on their own or in conjunction with prior phases.
3. The Technical Review Committee will meet with the applicant and review the Step II master plan and any associated documents. The Technical Review Committee shall, within ninety days after the submission of a complete application, submit its written findings and recommendation to the Planning Commission. In the review of the application, the Technical Review Committee and, subsequently, the Planning Commission shall be guided by the standards set forth in this Title and principles of good planning and shall also give consideration to whether:
- (i) The plans for the development fulfill the goals and objectives and comply with the recommendations of the Comprehensive Plan and are compatible with and complement the character and nature of existing and anticipated development in the vicinity of the proposed development.
 - (ii) The design of the development will, as its first priority, protect to the greatest extent feasible existing forested areas and greenways, floodplains, the Critical Area, where applicable, tidal and nontidal wetlands, sensitive areas or special habitats, and source water and aquifer recharge areas.
 - (iii) The residential planned community's design lends itself to a clustered, pedestrian scaled development, providing mixed uses where appropriate, and is in keeping with the scale, layout, uses, architectural style and landscape design of existing County towns and villages and blends the natural and built environments.

- (iv) The residential planned community's design minimizes impervious surfaces and the consumption of vacant lands while maximizing open space.
 - (v) The project's layout and design promote street, trail and sidewalk connectivity within the project and to and through adjoining properties and neighborhoods.
 - (vi) The types and extent of uses and structures in the project will not adversely affect the future development or value of undeveloped neighboring areas or the use, maintenance and value of neighboring areas already developed.
 - (vii) The development will secure for the residents of the County a development which is consistent with the Comprehensive Plan and which is compatible with and complementary to established development in the County.
4. The Planning Commission will meet with the applicant and review the Step II master plan, any associated documents and the Technical Review Committee's recommendations. In its review, the Planning Commission is empowered to request any changes or additional information that it may deem necessary. Following its review, the Planning Commission shall either approve or disapprove the application. In the case of disapproval, the Planning Commission shall present the applicant with a written report of its findings, including the reasons for disapproval. In the case of approval, the Planning Commission may attach conditions concurrent with the approval of the residential planned community and impose time limits on the development.
 5. Substantial modification of the plan, as determined by the Department, may only be processed as a new Step II master plan in accordance with the provisions hereof and shall require Planning Commission review and action. Any significant modification to the detailed time schedule will require Planning Commission approval upon a showing of reasonable cause by the developer filed in writing. Minor modifications to the Step II master plan may be approved by the Department when limited to the layout, road alignment, landscaping, and stormwater management. Other amendments to the Step II approval and any conditions which may be imposed thereon may be granted by the Planning Commission upon the request of the applicant. Changes in the density or bulk of the residential planned community's structures may only be approved by the County Commissioners as an amendment to the approved Step I concept plan after a duly advertised public hearing where they determine the change to be of such significance that a public hearing is necessary.

6. Failure to comply with the conditions and regulations as herein established and as specifically made applicable to a particular project may be cause for cancellation of the approval for said project.
 7. All approvals shall be in writing. An applicant may withdraw an application for a residential planned community at any time within sixty days after Step II master plan approval. In the event of withdrawal, the Step I concept plan and Step II master plan approvals shall be rendered null and void.
 8. Step III implementation plan approval must be obtained within three years from the date of the Step II master plan approval or the Step I concept plan and Step II master plan approvals shall automatically expire. Provided that a request for extension is made in writing no less than sixty days prior to the expiration, the Planning Commission may grant a single one-year extension to the Step II master plan approval. For the purposes of this subsection, Step III implementation plan approval shall be construed to be obtaining the approval of final plats or site plans, as appropriate, for no less than twenty percent of the residential units or residential lots in the residential planned community.
 9. The Department shall delineate and designate approved residential planned communities on the Official County Zoning Maps for informational and reference purposes.
- C. Step III implementation plan approval. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate, and the project shall be subject to all procedures and requirements as contained therein. All subdivision plats, site plans or other necessary documents submitted as part of the Step III implementation plan shall be in accordance with the approved Step II master plan.
1. Detailed implementation plans consisting of subdivision plats or site plans, as appropriate, shall be submitted to the Technical Review Committee and Planning Commission for review and approval. All such plans shall conform to the approved Step II master plan.
 2. Construction shall not commence until all required approvals and permits have been obtained and all construction must be conducted in accordance with the approved subdivision plats, site plans or other necessary documents that serve as the approved Step III implementation plan.
 3. Limitations on review time and the expiration of subdivision plats or site plans approved as part of Step III implementation plan shall be

as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step III implementation plan approval, all previous residential planned community approvals, including the Step I concept plan and Step II master plan, are rendered null and void.

- (l) Appeals. There shall be but one opportunity for appeal to the Circuit Court from a decision of the County Commissioners or Planning Commission under this section. That appeal shall be from the action of the County Commissioners or Planning Commission in granting, conditioning or denying the Step I concept plan application for a major or minor residential planned community, respectively, and shall be subject to appeal in the same manner as a map amendment.

**Notice of Public Hearing
on
Disposal of Surplus Real Estate**

The County Commissioners of Worcester County, Maryland propose to quitclaim a warehouse property and office space building situated along the southwest side of Snow Hill Road west of the town of Snow Hill, Maryland. The property is located at 5363 Snow Hill Road, Snow Hill, Maryland 21863 and consists of a 7.96 +/- acre commercial site presently improved with a 47,575 +/- square foot warehouse building with a partial office fit-out to Talkie Communications, Inc. for \$380,000.

The **PUBLIC HEARING** on this disposal of surplus real estate will be held on
TUESDAY, APRIL 18, 2023 at 10:35 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

Questions may be directed to Weston S. Young, Chief Administrative Officer, by calling 410-632-1194, or by email at weston.young@co.worcester.md.us.

WORCESTER COUNTY COMMISSIONERS



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

WSY 03/21/23

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request for a Public Hearing – Sale of Two Surplus Properties

In accordance with the provisions of Section CG 4-403, I am requesting a public hearing be held for the sale of two County-owned properties. The first property, formally known as the Liquor Control Warehouse, is located at 5363 Snow Hill Road, Snow Hill, MD. The second property, formally known as the Economic Development Building, is located at 100 Pearl Street, Snow Hill MD.

Proposal documents were advertised and required to be submitted no later than Wednesday, March 8, 2023 at 2:30pm. One proposal was received for the Liquor Control Warehouse from Talkie Communications in the amount of \$380,000. Two proposals were received for the former Economic Development Buildings. The first proposal was from Davis Strategic Development in the amount of \$125,000 and the second proposal was from Garibay Construction in the amount of \$280,000. Garibay Construction indicated their offer was a cash offer. I have attached all three proposals for your review. I have also attached information on the estimated values of each building.

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

Liquor Control Warehouse

- Appraised Value 2018
 - \$1,250,000 “Prospective” fair market value with cured deferred maintenance
 - \$990,000 “As Is” Fair Market Value
- Assessed Value
 - \$965,400 as of phase-in assessment 2017-2020 (information included in 2018 appraisal)
 - \$624,600 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Cost
 - \$260,000 per 2018 appraisal

Economic Development Building

- Appraised Value
 - Appraisal has not been completed
- Assessed Value
 - \$269,300 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Costs
 - Structural repair costs - \$88,000
 - HVAC - \$298,925

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 2/10/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Warehouse Facility – Prior Liquor Control Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **5363 Snow Hill Road, Snow Hill, Maryland 21863**. \$ 380,000

Talkie will be creating jobs and bringing Fiber Internet to the county. The office is very important.

* The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Talkie Communications, Inc

Firm Address: 99 Talbot Blvd

City/State/Zip: Chestertown, Maryland 21620

(844) 582-5543 Telephone

N/A Fax

billing@talkiefiber.com Email



Signature

Andre DeMattia

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Andre DeMattia am the co-ceo
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Talkie Communications, inc
(Name of Firm) whose

address is:

99 Talbot Blvd Chestertown MD 21620
(Street)

(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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 the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, 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.

Andre DeMattia
Signature

Andre DeMattia
Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Talkie Communications, Inc
ADDRESS: 99 Talbot Blvd
Chestertown, Maryland 21620

FEIN#: 47-2983573

TYPE OF COMPANY (circle one):

*Sole Proprietorship

*Partnership

*Corporation

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Andre DeMattia	CEO	50%
Andrew DeMattia	CEO	50%

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<u> X </u>
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<u> X </u>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Andre DeMattia

SIGNATURE: *Andre DeMattia*

DATE: 2/10/23

WITNESS: _____



SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Andre DeMattia being first duly sworn, deposes and says that:

- 1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Talkie Communications, the Developer that has submitted the attached Proposal Document;
- 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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
- 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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
- 6. Signed, sealed and delivered in the presence of:

Witness

Witness

By: Andre DeMattia

Signature
Andre DeMattia

Printed Name
CEO

Title



March 8th, 2023

To: Worcester County Government

Attn: Nicholas Rice

RE: Purchase and Upgrades to 100 Pearl Street

We respectfully submit to you the following Request for Qualifications related to the purchase and redevelopment of the 100 Pearl Street Snowhill MD 21863.

Please contact us with any questions you may have related to the attached materials.

Sincerely,

Bret Davis
Co-Owner
Davis Strategic Development



Davis Strategic Development

Response to

Request for Expression of Interest (REOI)
Worcester County Council

SnowHill, Maryland

March 8th, 2023

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Developers Comprehensive Plans

The Davis Strategic Development team is looking to purchase the property located at 100 Pearl street. We are open to different uses for the property but our ideal use is retail for the first floor, with the second and third floors either kept as office or remodeled into apartments.

Parking/ Traffic: This building has no parking so it will require all of its users to walk from nearby lots or park on the street.

Noise/ Construction: All construction and work performed on the building will be done during the day to adhere to quiet hours for the town of Snow Hill.

We understand that this project has many moving parts. We want to be as open minded as possible entering this phase.

Purchase Price: \$125,000

Timeline:

- Leasing phase 7/1/23 - 12/1/23
- Construction as needed 10/1/23 - 10/1/24

Letter of Interest

Construction - Davis Strategic wants to utilize the current facade and remodel the interior while upgrading lighting/ chandeliers, additional signage, and repairing/ repainting all of the trim work are all part of the upgrades we think would restore the facade.

For the interior construction we will retain all of the current rooms and simply upgrade to the existing finishings. We would like to bring some more modern colors to the interior while paying homage to the history of the building.

We understand that this requires a 'boots on the ground' approach which we are very well equipped to undertake utilizing our existing relationships in the community and our team's experience performing grassroots style community engagement.

*Would attempt to purchase all of the neighboring properties to add to the scale of the project.

Local Relationships - Our regional and state level relationships will also support our team's involvement in the development of the building. We currently have a strong working relationship with the Department of Housing & Community Development, and other funding sources such as the state legislature which will aid the project.

Understanding the local market and social climate in Snowhill, as well as regionally on the Eastern Shore of Maryland, will be critical to fulfilling the 'promise' of a vibrant downtown that connects to other key destinations and assets rather than in competition. The Davis team has worked closely with both small and large businesses to secure tenancy and help grow new businesses in less than ideal environments, often leading to a dynamic economic development approach. In each community, we work in partnership with local government representatives and local business organizations to achieve mutual community and project goals. This often requires a significant degree of creativity and flexibility as well as a team focus on what's best for the community over individual interests.

Property Management - Davis Strategic Development operates a separate property management division under the name 'Davis Strategic Management'. Our team currently manages over 1,000,000 square feet of property. Our footprint currently extends from Snow Hill and Pocomoke, through the Mid Shore and Delaware, up to downtown Wilmington, DE.

Our team is capable of providing property management for the property post construction, including putting a satellite office/ staff on site to ensure this site is kept up for decades to come. We would utilize an onsite staff member but utilizing a contactless key system we can keep down the labor cost that is normally crippling to hotels of this size and nature.

The management of the hotel will be handled directly by our team going from financing, to construction, to management and operation. We currently employ 6 full time construction staff whom handle any maintenance or upkeep that comes up. We also employ 2 full time cleaning staff, but we would plan to hire additional staff to fulfill that role moving forward.

Broadband Connectivity - Simple Fiber, a sister company to Davis Strategic Development / Management, is a trusted internet provider on the Eastern Shore and a Delmarva Broadband Cooperative member currently serving several municipalities. Simple Fiber would be willing to run 100% of the conduit and infrastructure needed for this site to have 100% fiber optics to every unit as part of our involvement in the project.

Project Team

Development Team

BRET DAVIS

Owner / Lead Developer

Davis Strategic Development

ABOUT - Bret graduated from Salisbury University in 2013 with a bachelor's degree in International Business Administration. During his enrollment he began investing in homes throughout the area and building a rental portfolio, while simultaneously becoming a licensed realtor. Mr. Davis leads a real estate sales team of 6 agents and has overseen the redevelopment of dozens of commercial real estate projects. Mr. Davis now manages a portfolio of over 50 commercial buildings. In 2019 Mr. Davis partnered with Kirk Davis and Brice Perdue to launch Simple Fiber, a internet service provider based on Maryland's Eastern Shore. This network currently serves several local municipalities including the City of Salisbury and Town of Denton which plans to expand in Pocomoke and Princess Anne. Resume attached below.

ROLE - Bret will be the lead developer for our team and will handle coordinating the various aspects of the project among the different departments of our companies. Bret will oversee the high level financials as well as ensuring that communication amongst different departments is carried out properly.

KATIE CLENDANIEL

Project Development Specialist

Davis Strategic Development

ABOUT - Ms. Clendaniel is an economic and community development professional operating in the public / non-profit sector on Maryland's Eastern Shore for the last 13 years. She has experience with project management, grant writing and administration, capital development and financial management, and destination development / destination marketing. Much of her professional career has focused on cultivating public/ private partnership projects and has worked extensively with various federal and state public funding sources in support of economic development of distressed or disadvantaged communities. She is a certified Real Estate Development Finance Professional by the National Development Council and comes

with an in-depth knowledge of the Eastern Shore of Maryland. Resume attached below.

ROLE - Ms. Clendaniel currently works within Davis Strategic Development on securing and coordinating special funding sources, performs project management, walks projects through relevant approval processes, works to develop specialized rehabilitation / development plans..

Key Team Members

CHUCK CAMPBELL

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - A local real estate consultant that specializes in commercial and residential investment properties. Mr. Campbell has a background in construction and development on the Eastern Shore of Maryland and in Delaware. Mr. Campbell has helped clients use the assets they have to generate more income as well as thinking outside the box when acquiring new assets and projects. His local knowledge & 10+ years of experience in the real estate industry has provided him with an insight into the development and direction of the region.

ROLE - Mr. Campbell will form part of the team working to identify and lease available spaces and units.

DARRELL WALKER

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - Handling both leasing and sales, Mr. Walker has been with the Davis Strategic team 3 years as a Commercial Real Estate Consultant. Mr. Walker has worked closely with clients to advance their business endeavors and investment opportunities. Mr. Walker enjoys connecting with others and discovering where help can be provided and has found this to be the catalyst to not only being a good person but successful as a real estate consultant.

ROLE - Mr. Walker will form part of the team working to identify and lease available spaces and units.

Our Capacity

Existing Development Commitments

Below is a list of the existing projects that Davis Strategic Development is currently engaged in or anticipates undertaking in the next year.

1. 153 Market Street, Pocomoke, MD | Commercial | \$1,900,000
2. 11777 - 11763 Somerset Ave., Princess Anne, MD | Mixed-Use | \$5.5 M
3. 510 West Road, Salisbury MD | Commercial | \$2.5M
4. Pocomoke Firehouse, Pocomoke MD | Mixed-Use | \$1.2 M
5. Cambridge Academy Schoolhouse, Cambridge MD | Residential | \$1.25M
6. 415 Race Street, Cambridge MD | Mixed-Use | \$475,000

At any one time the company has 5 +/- active development projects of various sizes underway, with other additional projects being secured for future development pipeline.

Our Development Team

Who We Are - Davis Strategic Development is a small company that engages a team of staff that complete each component of the development process. Below is a description of our current capacity to undertake our existing commitments and any future role in the Cambridge Harbor development.

Our team includes several in-house capabilities on staff.

- 3 project development / management specialists including 1 full time dedicated property management coordinator
- We employ 7 full time construction staff, 1 general contractor / supervisor, and our company co-owner Kirk Davis supervises all construction activities, construction planning, and oversees all construction team accountability.
- Our accounting team totals 3 full-time staff managing AP / AR, payroll, financial reporting, and bookkeeping.
- Our sales team includes 1 sales and marketing manager overseeing 6/7 realtors on the sales team.

Outside of our existing in-house staff capability, we work closely with a variety and mix of architects, civil and structural engineers, and construction sub-contractors to complete all other project development work.

Team Coordination - Our team works closely and collaboratively and are coordinated with weekly team and project specific accountability mechanisms in place to keep our work and targets on track.

Our Experience

Below we have provided you with a 1 page snapshot of a series of completed and active development projects in our portfolio. These 'reference projects' represent a mix of projects that we undertake, with emphasis on projects that demonstrate our interest and experience in public/private collaborations.

REFERENCE PROJECT - One Plaza East

Address: 100 E. Main St, Salisbury, MD 21801

Property Type: Multi-Use Commercial (Office and Retail)

Year Built: 1923

Building Size: 47,366 Sq Ft (39,573 sq ft owned)

Construction Timeframe: Completed in phases between 2016-2020

Project Description: Between 2015-2020 our team acquired six floors and the basement of the One Plaza East building for \$1.783mm. An additional \$1.25mm was spent in development costs as each floor was demolished, upgraded to modern standards, and then re-leased out to mostly national tenants. Today, One Plaza is 100% leased with an annual rent roll of ~\$500,000 and is home to tenants including Edward Jones, the Bank of Delmarva, Mogan's Oyster House and many others.



Purchase - \$1.783mm

Development Costs - \$1.5mm

Debt Source - Provident State Bank, Farmers Bank of Willards & Hebron Savings Bank

REFERENCE PROJECT - 2326 Goddard Parkway

Address: 2326 Goddard Pkwy, Salisbury, MD 21801
Property: Multi-Use Commercial (Office and Retail)
Year Built: 1910
Building Size: 27,115 Sq Ft
Construction Timeframe: Completed in 9 Months

Project Description: Goddard Parkway was purchased for \$1.35mm in 2017 and was under 40% occupied at acquisition. Our team spent \$675,000 and completely remodeled the space to include a new facade, monument sign and conducted build-to-suit remodels for each of the units. Occupancy was brought up to 100% with long-term stabilized leases and the property was sold in 2021 for \$2.5mm.



Purchase - \$1.35mm
Development Costs - \$675,000
ARV - \$2.5mm
Debt Source - \$1.85mm (First Shore Federal)

REFERENCE PROJECT - Independence Hall

Address: 11779 Somerset Ave, Princess Anne, MD 21853

Property: Multi-Use Commercial (8 Unit Multifamily and 5 Unit Retail)

Year Built: 1910

Building Size: 11,550 Sq Ft

Construction Timeframe: Completed in 12 Months

Project Description: The historic Independence Hall was purchased by our team in 2019 for \$425,000. Upon acquisition, \$125,000 was spent renovating the residential units as they turned over, in addition to adding decks for the upstairs units. The interior units were brought up to modern standards while preserving the historic facade. All-in-all we were able to lease the apartment units after renovations and increase the annual rent roll by ~\$20,000. In summer of 2020 this property appraised for \$920,000 and has an estimated valuation of over \$1mm today.



Purchase - \$475,000

Development Costs - \$125,000

Debt Source - \$396,000 (Hebron Savings Bank)

REFERENCE PROJECT - The Garment District Apartments

Address: 123 West Main St, Fruitland, MD 21801

Property: 9 Unit Multifamily Residential

Year Built: 1935

Building Size: 8,800 Sq Ft

Construction Timeframe: Completed in 12 Months

Project Description: The Garment District property was previously a dilapidated shirt factory in Fruitland, Md and was purchased for \$20,000 in 2020. The previous structure was demolished down to the foundation and then reconstructed as a nine unit upscale apartment complex. In total \$1mm was spent in construction costs, and upon completion the project was 100% leased within one month at an average rent/unit of \$1,250/mo. Upon stabilization, the property was recently appraised for \$1.37mm.



Purchase - \$20,000

Development Costs - \$1mm

Debt Source - \$785,000 (M&T Bank)

REFERENCE PROJECT - North Park Garden Apartments

Address: 304 Glen Ave, Salisbury, MD 21804

Property: 52 Unit Multifamily Residential

Year Built: 1953

Building Size: 40,981 Sq Ft

Construction Timeframe: Ongoing on a rolling basis

Project Description: North Park Gardens is a 52 unit apartment complex that was purchased by our team in 2021 for \$4.25mm. The property is currently 98% leased and we are conducting renovations to the units as they turnover, including installing in-unit washers and dryers, new appliances and upgraded cosmetics. Average in-place rents sit at \$700/mo. and we were able to recently rent out the first of the renovated units for \$1,250/mo. Future development plans for the property include renovating the facades, continuing to upgrade to the units as they turnover and new construction of an additional 24 unit complex.



Purchase - \$4.25mm

Development Costs - \$225,000 (LTD)

Debt Source - \$3.65mm (Bank of Delmarva) & \$425,000 (Seller Financing)

REFERENCE PROJECT - Campbell Soup Factory

Address: 510 West Rd, Salisbury, MD 21801

Property: 138,010 sq ft warehouse

Year Built: 1950

Building Size: 138,010 Sq Ft

Construction Timeframe: Phase I Strategic Demo and lease up completed in 2023

Project Description: Our team purchased the former Campbell Soup factory for \$1.3mm in August 2022 with roughly 36% vacancy and plans to redevelop the existing vacant space for a large warehouse user. Since acquisition we had one of the previously occupied spaces become vacant and were able to sign Chesapeake Shipbuilding, one of the largest employers in the area, to occupy the unit after our team conducted a fit out. The property was recently awarded a \$500,000 Strategic Demolition grant through DHCD for strategic demo and removal of old machinery.



Purchase - \$1.3mm

Development Costs - TBD

ARV - TBD

Equity Source - Bret Davis, Kirk Davis & Marc Kalikow

Debt Source - \$1mm (NCALL Loan Fund) & \$250,000 (Seller Financing)

REFERENCE PROJECT - Pocomoke Firehouse**Address:** 5 Fifth St, Pocomoke, MD 21851**Property:** Multi-Use Commercial (9 Unit Multifamily and 1 Unit Retail)**Year Built:** 1950**Building Size:** 10,550 Sq Ft**Construction Timeframe:** Completed in 2023

Project Description: The former Pocomoke Firehouse was purchased by our team for \$5,000 from the Town of Pocomoke in June 2022. The property was formerly occupied by the town's fire department until 2008 and has been vacant since. Our team is beginning an estimated \$1.2mm historic rehabilitation that will create a first floor retail space along with a residential unit and a data center for our in-house ISP, Simple Fiber. The second floor will become 8 loft-style residential units with premium finishings and full floor to ceiling windows. Our team has already secured ~\$257,000 in MD historic tax credits/grants with an additional \$250,000 in Federal historic tax credits in the pipeline.

**Purchase - \$5,000****Development Costs - \$1.21mm****Debt Source - \$1.21mm (Farmer Bank of Willards)**

REFERENCE PROJECT - Cambridge Academy Schoolhouse

Address: 201 Mill St, Cambridge, MD 21613

Property: 8 Unit Multifamily Residential + 10 Duplexes

Year Built: 1903

Building Size: 6,760 Sq Ft

Construction Timeframe: Schoolhouse completed in 2023

Project Description: The former Cambridge Academy school building was purchased by our team for \$295,000 in March 2022. The property was formerly occupied by various schools over the course of its 100+ year history before becoming vacant in the late 1990's. Our team is beginning an estimated \$1+mm historic rehabilitation that will create 8 residential units in the existing structure with plans to also construct 10 duplex units on the remaining land at the rear of the parcel. This project has been awarded \$250,000 in Maryland historic tax credits with additional Federal historic tax credits and grants in the pipeline.



Purchase - \$295,000

Development Costs - \$1.08mm

Debt Source - \$1.08mm (First Shore Federal)

Financial Capacity to complete the project

Sourcing Financing - Davis Strategic has sourced financing for over 40 commercial development projects and has relationships with over a dozen lenders locally allowing financing for a wide range of projects. We have also utilized state funding to raise over \$1 million dollars in additional financing from the state in 2022 alone.

Identifying Capital Investment - Davis Strategic works with lots of different investors who can offer capital for projects like this. Davis Strategic has over \$45 Million dollars in assets and will utilize our cash and equity for raising any additional capital needed for this project. We will be looking to leverage state and federal grant funding to redevelop the hotel and make all of the needed improvements.

Deal Structure - We understand there are a lot of moving parts to this sale so we would rather find out what structure makes sense for the project rather than us imposing our plan on the site. We are open to all types of structures and have the ability to float the work and capital needed to meet a wide variety of approaches.

Financial References

Commercial Lender

#1
Gene Malone
(443) 783-5530
gmalone@firstshorefederal.com

#2
Bill Turner
(443) 260-4780
bill.turner@fbwbank.com
mkalikow@kalikowbrosrealty.com

Financial Partners

#1
RamaKrishna Nuthi
(856) 803-7075
madhavi909@hotmail.com

#2
Mark McDermott
(914) 629-5307

Financial Statements - Can be supplied during the study phase.

Additional Background

BRET DAVIS

240-994-6481 | bdavis@davis-strategic.com
LEAD REAL ESTATE DEVELOPER

STRENGTHS

Demonstrated history of working collaboratively with Eastern Shore municipalities, higher education & health institutions, and small businesses. Creative and flexible thinking has led to dynamic local partnerships revitalizing Eastern Shore and Delaware communities, and growing small business footprints in economically distressed markets. Examples include partnerships with Princess Anne UMES led to building an offsite community engagement space in their downtown Main Street district and also expanding their quality of student housing. Expansion of the Simple Fiber company infrastructure footprint has led to partnerships in place with the cities of Salisbury and Denton. Strengths include developing cooperation between many different and sometimes opposing parties in order to progress a deal or development of a project.

EXPERIENCE

Bret Davis Owner / Principal

Davis Strategic Development c. 2014 - CURRENT Salisbury, MD

Co-founder of a residential and commercial real estate development and management company with an asset footprint across the Eastern Shore of Maryland and Delaware.

- Coordinate architects, engineers, and independent contractors to ensure quality and timely completion of work.
- Create budgets and property analysis for prospective projects
- Work with tenant businesses to design commercial spaces to suit their unique business needs.
- Identify and align financing and investment partnerships

Adjunct Instructor

Wor-Wic Community College c. 2013 - CURRENT Salisbury, MD

Teach business classes which were created by the instructor to provide students with a thorough understanding of investing, and real life real estate development training.

Realtor

Keller Williams Realty of Delmarva c. 2013 - CURRENT Salisbury, MD

Licensed real estate consultant under Keller Williams Realty of Delmarva working with commercial and residential properties.

- Manage a team of agents, and budget for expenses, marketing and coordinate all team activity.
- Developed systems for handling real estate transactions which allowed agents and admins to coordinate the sales process with various clients in the area.



Intern

Commodity Futures Trading Commission

c. 2011

Salisbury, MD

Handled logistics for the building as well as the events set up for the CFTC

- Managed approximately 60-80 employees per night event, including
- Managed daily accounting activities to include payroll, vendor payments, and collections.

EDUCATION / LICENSES

Maryland Real Estate License

Keller Williams of Delmarva | 2013 - current

Bachelor of Arts Business Administration (BA)

Salisbury University, Maryland | 09/2008 - 05/2013

KATHLEEN "KATIE" CLENDANIEL

c. 443-205-5364 | kclendaniel@davis-strategic.com
PROJECT MANAGEMENT & PUBLIC COORDINATION

STRENGTHS

Bridging Connections

I have worked at the intersection of complex problems within various communities. My strength lies in assessing the core root of any problem and working to tackle it one small piece at a time.

Financial Management

Over 14 years experience in grant management, budget management, estimation, reporting, proposal development, and regulatory oversight

Project Management

From project proposal to completion I have worked in both program and capital project management across various industries.

Communication & Leadership

Understanding systems, assessing and communicating challenges, facilitating team collaboration in problem solving complex community issues.

EXPERIENCE

Project Development Specialist

Simple Fiber / Davis Strategic Development
MD

c. 04/2022 - Ongoing

Salisbury,

A Fiber Broadband company; A Real Estate Development, property management, real estate sales firm

- Project Manager for Historic Tax Credit related projects
- Coordinate & prepare submissions for grant related projects and historic tax credits
- Work directly with planners, engineers, architects, and finance professionals to coordinate proposals and project execution
- Support the broadband fiber team

Marketing & Destination Development Specialist

Queen Anne's County Economic & Tourism Development

c. 12/2020 - 04/2022 Chester, MD

Destination Development focusing on "placemaking", outdoor recreation, history / heritage, and the arts, marketing & communications, strategy development, & implementation.

- Technical assistance & relationship building with local stakeholders
- Product development supporting economic development through travel & tourism
- Grant writing, management and reporting

Executive Director

Cambridge Main Street / Downtown Cambridge

c. 10/2016 - 11/2020 Cambridge, MD

A small grassroots oriented non-profit organization dedicated to downtown revitalization in an economically distressed community. Managed all aspects of financial / budget operations, including substantial system improvements and efficiencies, transparency in reporting, and program management.

- Oversaw all fundraising including special events, festivals, and annual appeal campaigns for an annual net income to program of approx \$80,000+ annually
- Worked with leadership, community stakeholders, & businesses to develop new brand and strategic vision for downtown, and annual strategic planning updates with the Board of Directors
- Led development of new organizational and marketing brand implementation including

developing new website, print material, and messaging / storytelling approach under "Soul of the Shore" identity.

- Worked closely with organization subcommittees, local business stakeholders, board of directors, local government, state agencies to focus and direct efforts and resources to targeted strategic goals, and published organization's first ever annual reports.
- Leadership of multiple simultaneous capital improvement projects large and small including facade & building improvement, blight elimination, and 5 creative place making/ public art projects worth over \$500,000 in grant or gift awards
- Partnered with SBDC to provide a small business development program for retail and restaurant industries and supported increased downtown occupancy, filling 10+ vacant spaces
- Led organization through COVID-19 pandemic financial and programmatic instability. Partnered closely with other economic and business support organizations to support and educate the business community.

Coordinator of Housing and Community Development

Delmarva Community Services, Inc

c. 07/2012 - 10/2016

Cambridge, MD

Large non-profit organization providing regional public transportation services, senior program services, poverty support services, and housing and wrap-around services for individuals with developmental disabilities.

- Managed special capital & programmatic projects related to facility improvement, energy efficiency, business development
- Budget development and project management of \$12-\$15M "Chesapeake Grove" community center development
- Developed and managed all special project communication to stakeholders, donors, & investors
- Grant writing and administration prepared / administered multiple private, federal, and state funding sources valued at over \$7+M.
- Managed and worked closely with engineers, architects, contractors, local government administrators, regulatory agencies, and managed all project and funding contingencies

Community Development Coordinator

Town of Easton

c. 07/2010 - 07/2012

Easton, MD

- Provide grant writing and grant administration for the Community Legacy/Sustainable Communities DHCD applications and monitor individual project initiatives
- Administrator for local affordable housing program, and other community projects as assigned
- Coordinate communications activities/media/press
- Technical assistance to 100+ businesses or non-profit stakeholders
- Coordinate various committees and Board of Advisors activities

EDUCATION

Certificate Historic Real Estate Development Finance

National Development Council | 2019 - 2020

Master Applied Anthropology (MAA) ; Graduate Certificate Historic Preservation

University of Maryland at College Park | 09/2006 - 05/2009

Bachelor of Arts Socio/Cultural Anthropology (BA)

Massey University, New Zealand | 02/2000 - 05/2004

SECTION 5: REQUIRED FORMS-FORM OF PROPOSAL

Date: March 7, 2023

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 125,000.00

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Davis Strategic Acquisitions

Firm Address: 318 West Carroll St. Salisbury MD 21801

City/State/Zip: _____

410-844-4160 Telephone

b.davis@davis-strategico.com Fax
Email



Signature

Bret Davis

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Bret Davis am the Owner
(Printed Name) (Title) and

the duly authorized representative of the Developer of:
Davis Strategic Acquisitions
(Name of Firm) whose

address is:
318 West Carroll St. 2nd Floor
(Street)
Salisbury MD 21801
(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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 the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

None

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.



Signature

Bret Davis

Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Davis Strategic Acquisitions TYPE OF COMPANY (circle one):
 ADDRESS: 318 West Carroll St *Sole Proprietorship
Salisbury MD 21801 *Partnership
 FEIN#: 88-3973017 *Corporation
 *Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Bret Davis	Owner	50
Kirk Davis	Owner	50

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

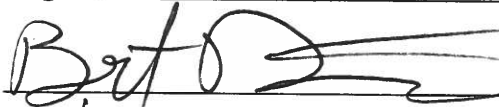
NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd


COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<input checked="" type="checkbox"/>
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Bret Davis

SIGNATURE: 

DATE: 3/7/23

WITNESS: 

AFFIX CORPORATE SEAL HERE

CHELSEA M HOGUE
 Notary Public-Maryland
 Wicomico County
 My Commission Expires
 February 10, 2026

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Bret Davis being first duly sworn, deposes and says that:

1. He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of Davis Strategic Acquisitions the Developer that has submitted the attached Proposal Document;
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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

C. Hogue

Witness

C. Hogue Karen Powell

Witness

**CHELSEA M HOGUE
Notary Public-Maryland
Wicomico County
My Commission Expires
February 10, 2026**

By: Bret Davis

Signature

Bret Davis

Printed Name

Owner

Title



Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

410-546-1101 FAX: 410-546-9590

www.firstshorefederal.com E-mail: info@firstshorefederal.com

March 2, 2023

Worcester County Administration
 Attn: Nicholas Rice, Procurement Officer
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
 318 W. Carroll St., Suite A
 Salisbury, MD 21801



RE: Davis Strategic Development, LLC;

Dear Mr. Rice:

Bret and Kirk Davis, members of Davis Strategic Development, LLC asked that I direct this letter to your attention. We have known Bret and Kirk Davis for over five (5) years.

First Shore Federal Savings & Loan Association (FSF or the Bank) provided Commercial Construction/Permanent Loan financing to a variety of entities with which Bret and Kirk Davis are owners and/or members beginning on or about October 12, 2017. The purpose of that Construction/Permanent financing was to facilitate acquisition and considerable renovations for several commercial real estate projects located in Salisbury, MD; Denton, MD and more recently Snow Hill, MD (as it pertained to acquisition and renovation of the former First Shore Federal Savings and Loan Association branch location at Green & Pearl Streets in downtown Snow Hill). Bret Davis was the Bank's primary point of contact for those projects.

The Bank understands from Bret Davis that the prospect exists for Davis Strategic Development, LLC to pursue a number of other real estate construction and or redevelopment projects – including a project contemplated in Snow Hill, Maryland associated with the former “Economic Development Building” (now vacant) located at the northeast side of Pearl Street; Worcester County Tax Map: 0200; Grid 0009; Parcel 0069 (ID# 02-016702) - that may or may not have historical components involving Maryland Historical Tax Credits. The Bank further understands that additional financing might possibly be required to acquire, construct, renovate and/or “fit up” a project along those lines.

The Bank would be interested in evaluating a credit request from Davis Strategic Development, LLC for the purposes of financing acquisition, construction, redevelopment and/or “fit up” of a commercial property if a need arose. The Bank's level of interest would obviously be predicated upon satisfactory credit underwriting criteria, legal lending limits, prospective lease terms, cost of contemplated improvements, adequacy of cash-flows, adequacy of collateral among other things, and ultimately Loan Approval. Accordingly, this letter is not to be construed as a Loan Proposal or a Commitment to Lend.

Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis



1116 Mt. Hermon Road
 Salisbury, MD 21804
 (410) 543-0761

1315 Market Street
 Pocomoke City, MD 21851
 (410) 957-2626

11029 Racetrack Road
 Berlin, MD 21811
 (410) 208-1668

310 Franklin Avenue
 Berlin, MD 21811
 (410) 641-0350

220 Washington Street
 Millsboro, DE 19966
 (302) 934-1239



35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474

BRANCHES



Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

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March 2, 2023

Worcester County Administration
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 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
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Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis

BRANCHES



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 (302) 934-1239

35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474



36 - 39

Javier Garibay

212 South Morris St
Snow Hill, Md. 21863

410-961-9070

410-258-5006

Plan for building

1st floor Commercial offices

2nd floor Convert it to a Residential Apartment

3rd floor Convert it to a Residential Apartment

Expected to be completed in six weeks

I've been in the construction business for over 20 years

We had buy, renovated and sold 5 houses here in town
built 2 and done several projects around town like the
"Potato Shed" project, currently remodeling the building on
106 Pearl St Snow Hill, Md.

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 03/08/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 280,000 cash

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Savies Garibay

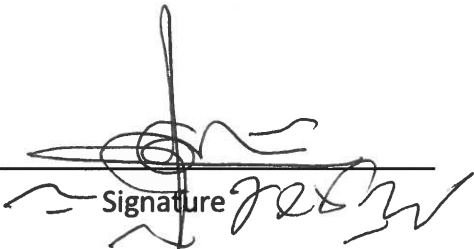
Firm Address: 212 South Morris St

City/State/Zip: Snow Hill, Md. 21863

410 961 9070 Telephone

_____ Fax

imperiacyn@gmail.com Email


Signature

Savies Garibay
Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Sauier Garibay am the Sole Proprietor
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Garibay Construction LLC
(Name of Firm) whose

address is:

212 South Morris St
(Street)

Snow Hill, Md. 21863
(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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).

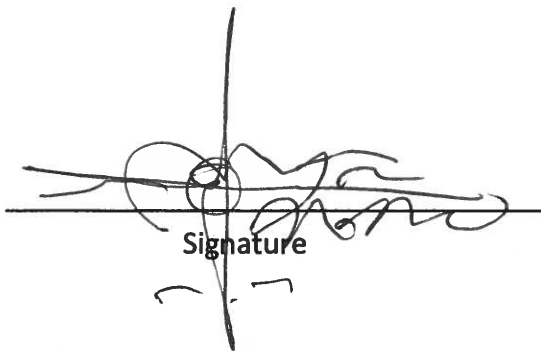
(State "none" or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

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.


Signature

Javier Garibay
Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Garibay Construction LLC

TYPE OF COMPANY (circle one):

ADDRESS: 212 South Morris St
Snow Hill Md. 21863

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: 947-75-7808

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

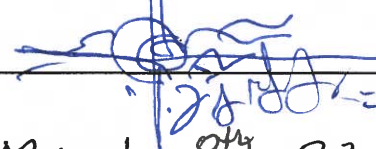
NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<u> X </u>
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<u> X </u>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Javier Garibay

SIGNATURE: 

DATE: March 8th, 23

WITNESS: Imperia Gorman

AFFIX CORPORATE SEAL HERE

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Imperia Guzman being first duly sworn, deposes and says that:

1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Garibay Construction LLC, the Developer that has submitted the attached Proposal Document;
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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

Imperia Guzman
Witness

Witness

By: Imperia G.
Signature

Imperia Guzman
Printed Name

Title

**Notice of Public Hearing
on
Disposal of Surplus Real Estate**

The County Commissioners of Worcester County, Maryland propose to quitclaim a 3-story commercial structure comprised of wood framed roof and floors supported on unreinforced brick masonry walls, foundations and steel/iron columns located at 100 Pearl Street, Snow Hill, Maryland 21863. The property consists of a 1,518 +/- square foot site presently improved with a 4,554 +/- square foot building to Garibay Construction LLC for \$280,000 cash.

The **PUBLIC HEARING** on this disposal of surplus real estate will be held on
TUESDAY, APRIL 18, 2023 at 10:35 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

Questions may be directed to Weston S. Young, Chief Administrative Officer, by calling 410-632-1194, or by email at weston.young@co.worcester.md.us.

WORCESTER COUNTY COMMISSIONERS



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

APPROVED

WSY 03/21/23

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request for a Public Hearing – Sale of Two Surplus Properties

In accordance with the provisions of Section CG 4-403, I am requesting a public hearing be held for the sale of two County-owned properties. The first property, formally known as the Liquor Control Warehouse, is located at 5363 Snow Hill Road, Snow Hill, MD. The second property, formally known as the Economic Development Building, is located at 100 Pearl Street, Snow Hill MD.

Proposal documents were advertised and required to be submitted no later than Wednesday, March 8, 2023 at 2:30pm. One proposal was received for the Liquor Control Warehouse from Talkie Communications in the amount of \$380,000. Two proposals were received for the former Economic Development Buildings. The first proposal was from Davis Strategic Development in the amount of \$125,000 and the second proposal was from Garibay Construction in the amount of \$280,000. Garibay Construction indicated their offer was a cash offer. I have attached all three proposals for your review. I have also attached information on the estimated values of each building.

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

Liquor Control Warehouse

- Appraised Value 2018
 - \$1,250,000 “Prospective” fair market value with cured deferred maintenance
 - \$990,000 “As Is” Fair Market Value
- Assessed Value
 - \$965,400 as of phase-in assessment 2017-2020 (information included in 2018 appraisal)
 - \$624,600 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Cost
 - \$260,000 per 2018 appraisal

Economic Development Building

- Appraised Value
 - Appraisal has not been completed
- Assessed Value
 - \$269,300 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Costs
 - Structural repair costs - \$88,000
 - HVAC - \$298,925

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 2/10/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Warehouse Facility – Prior Liquor Control Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **5363 Snow Hill Road, Snow Hill, Maryland 21863.** \$ 380,000

Talkie will be creating jobs and bringing Fiber Internet to the county. The office is very important.

* The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Talkie Communications, Inc

Firm Address: 99 Talbot Blvd

City/State/Zip: Chestertown, Maryland 21620

(844) 582-5543 Telephone

N/A Fax

billing@talkiefiber.com Email



Signature

Andre DeMattia

Printed Name

**SECTION 6: REQUIRED FORMS—DEVELOPER’S AFFIDAVIT OF
QUALIFICATION TO PROPOSE (pg. 1 of 2)**

I hereby affirm that:

I, Andre DeMattia am the co-ceo

(Printed Name)

(Title) and

the duly authorized representative of the Developer of:

Talkie Communications, inc

(Name of Firm) whose

address is:

99 Talbot Blvd Chestertown MD 21620

(Street)

(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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 the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, 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.



Signature

Andre DeMattia

Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Talkie Communications, Inc
ADDRESS: 99 Talbot Blvd
Chestertown, Maryland 21620

FEIN#: 47-2983573

TYPE OF COMPANY (circle one):

*Sole Proprietorship

*Partnership

*Corporation

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Andre DeMattia	CEO	50%
Andrew DeMattia	CEO	50%

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	X _____
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	X _____
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	X _____
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	X _____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Andre DeMattia

SIGNATURE: *Andre DeMattia*

DATE: 2/10/23

WITNESS: _____

AFFIX CORPORATE SEAL HERE

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Andre DeMattia _____ being first duly sworn, deposes and says that:

- 1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Talkie Communications, the Developer that has submitted the attached Proposal Document;
- 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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
- 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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
- 6. Signed, sealed and delivered in the presence of:

Witness

Witness

By: Andre DeMattia

Signature
Andre DeMattia

Printed Name
CEO

Title



March 8th, 2023

To: Worcester County Government

Attn: Nicholas Rice

RE: Purchase and Upgrades to 100 Pearl Street

We respectfully submit to you the following Request for Qualifications related to the purchase and redevelopment of the 100 Pearl Street Snowhill MD 21863.

Please contact us with any questions you may have related to the attached materials.

Sincerely,

Bret Davis
Co-Owner
Davis Strategic Development



Davis Strategic Development

Response to

Request for Expression of Interest (REOI)
Worcester County Council

SnowHill, Maryland

March 8th, 2023

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Developers Comprehensive Plans

The Davis Strategic Development team is looking to purchase the property located at 100 Pearl street. We are open to different uses for the property but our ideal use is retail for the first floor, with the second and third floors either kept as office or remodeled into apartments.

Parking/ Traffic: This building has no parking so it will require all of its users to walk from nearby lots or park on the street.

Noise/ Construction: All construction and work performed on the building will be done during the day to adhere to quiet hours for the town of Snow Hill.

We understand that this project has many moving parts. We want to be as open minded as possible entering this phase.

Purchase Price: \$125,000

Timeline:

- Leasing phase 7/1/23 - 12/1/23
- Construction as needed 10/1/23 - 10/1/24

Letter of Interest

Construction - Davis Strategic wants to utilize the current facade and remodel the interior while upgrading lighting/ chandeliers, additional signage, and repairing/ repainting all of the trim work are all part of the upgrades we think would restore the facade.

For the interior construction we will retain all of the current rooms and simply upgrade to the existing finishings. We would like to bring some more modern colors to the interior while paying homage to the history of the building.

We understand that this requires a 'boots on the ground' approach which we are very well equipped to undertake utilizing our existing relationships in the community and our team's experience performing grassroots style community engagement.

*Would attempt to purchase all of the neighboring properties to add to the scale of the project.

Local Relationships - Our regional and state level relationships will also support our team's involvement in the development of the building. We currently have a strong working relationship with the Department of Housing & Community Development, and other funding sources such as the state legislature which will aid the project.

Understanding the local market and social climate in Snowhill, as well as regionally on the Eastern Shore of Maryland, will be critical to fulfilling the 'promise' of a vibrant downtown that connects to other key destinations and assets rather than in competition. The Davis team has worked closely with both small and large businesses to secure tenancy and help grow new businesses in less than ideal environments, often leading to a dynamic economic development approach. In each community, we work in partnership with local government representatives and local business organizations to achieve mutual community and project goals. This often requires a significant degree of creativity and flexibility as well as a team focus on what's best for the community over individual interests.

Property Management - Davis Strategic Development operates a separate property management division under the name 'Davis Strategic Management'. Our team currently manages over 1,000,000 square feet of property. Our footprint currently extends from Snow Hill and Pocomoke, through the Mid Shore and Delaware, up to downtown Wilmington, DE.

Our team is capable of providing property management for the property post construction, including putting a satellite office/ staff on site to ensure this site is kept up for decades to come. We would utilize an onsite staff member but utilizing a contactless key system we can keep down the labor cost that is normally crippling to hotels of this size and nature.

The management of the hotel will be handled directly by our team going from financing, to construction, to management and operation. We currently employ 6 full time construction staff whom handle any maintenance or upkeep that comes up. We also employ 2 full time cleaning staff, but we would plan to hire additional staff to fulfill that role moving forward.

Broadband Connectivity - Simple Fiber, a sister company to Davis Strategic Development / Management, is a trusted internet provider on the Eastern Shore and a Delmarva Broadband Cooperative member currently serving several municipalities. Simple Fiber would be willing to run 100% of the conduit and infrastructure needed for this site to have 100% fiber optics to every unit as part of our involvement in the project.

Project Team

Development Team

BRET DAVIS

Owner / Lead Developer
Davis Strategic Development

ABOUT - Bret graduated from Salisbury University in 2013 with a bachelor's degree in International Business Administration. During his enrollment he began investing in homes throughout the area and building a rental portfolio, while simultaneously becoming a licensed realtor. Mr. Davis leads a real estate sales team of 6 agents and has overseen the redevelopment of dozens of commercial real estate projects. Mr. Davis now manages a portfolio of over 50 commercial buildings. In 2019 Mr. Davis partnered with Kirk Davis and Brice Perdue to launch Simple Fiber, a internet service provider based on Maryland's Eastern Shore. This network currently serves several local municipalities including the City of Salisbury and Town of Denton which plans to expand in Pocomoke and Princess Anne. Resume attached below.

ROLE - Bret will be the lead developer for our team and will handle coordinating the various aspects of the project among the different departments of our companies. Bret will oversee the high level financials as well as ensuring that communication amongst different departments is carried out properly.

KATIE CLENDANIEL

Project Development Specialist
Davis Strategic Development

ABOUT - Ms. Clendaniel is an economic and community development professional operating in the public / non-profit sector on Maryland's Eastern Shore for the last 13 years. She has experience with project management, grant writing and administration, capital development and financial management, and destination development / destination marketing. Much of her professional career has focused on cultivating public/ private partnership projects and has worked extensively with various federal and state public funding sources in support of economic development of distressed or disadvantaged communities. She is a certified Real Estate Development Finance Professional by the National Development Council and comes

with an in-depth knowledge of the Eastern Shore of Maryland. Resume attached below.

ROLE - Ms. Clendaniel currently works within Davis Strategic Development on securing and coordinating special funding sources, performs project management, walks projects through relevant approval processes, works to develop specialized rehabilitation / development plans..

Key Team Members

CHUCK CAMPBELL

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - A local real estate consultant that specializes in commercial and residential investment properties. Mr. Campbell has a background in construction and development on the Eastern Shore of Maryland and in Delaware. Mr. Campbell has helped clients use the assets they have to generate more income as well as thinking outside the box when acquiring new assets and projects. His local knowledge & 10+ years of experience in the real estate industry has provided him with an insight into the development and direction of the region.

ROLE - Mr. Campbell will form part of the team working to identify and lease available spaces and units.

DARRELL WALKER

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - Handling both leasing and sales, Mr. Walker has been with the Davis Strategic team 3 years as a Commercial Real Estate Consultant. Mr. Walker has worked closely with clients to advance their business endeavors and investment opportunities. Mr. Walker enjoys connecting with others and discovering where help can be provided and has found this to be the catalyst to not only being a good person but successful as a real estate consultant.

ROLE - Mr. Walker will form part of the team working to identify and lease available spaces and units.

Our Capacity

Existing Development Commitments

Below is a list of the existing projects that Davis Strategic Development is currently engaged in or anticipates undertaking in the next year.

1. 153 Market Street, Pocomoke, MD | Commercial | \$1,900,000
2. 11777 - 11763 Somerset Ave., Princess Anne, MD | Mixed-Use | \$5.5 M
3. 510 West Road, Salisbury MD | Commercial | \$2.5M
4. Pocomoke Firehouse, Pocomoke MD | Mixed-Use | \$1.2 M
5. Cambridge Academy Schoolhouse, Cambridge MD | Residential | \$1.25M
6. 415 Race Street, Cambridge MD | Mixed-Use | \$475,000

At any one time the company has 5 +/- active development projects of various sizes underway, with other additional projects being secured for future development pipeline.

Our Development Team

Who We Are - Davis Strategic Development is a small company that engages a team of staff that complete each component of the development process. Below is a description of our current capacity to undertake our existing commitments and any future role in the Cambridge Harbor development.

Our team includes several in-house capabilities on staff.

- 3 project development / management specialists including 1 full time dedicated property management coordinator
- We employ 7 full time construction staff, 1 general contractor / supervisor, and our company co-owner Kirk Davis supervises all construction activities, construction planning, and oversees all construction team accountability.
- Our accounting team totals 3 full-time staff managing AP / AR, payroll, financial reporting, and bookkeeping.
- Our sales team includes 1 sales and marketing manager overseeing 6/7 realtors on the sales team.

Outside of our existing in-house staff capability, we work closely with a variety and mix of architects, civil and structural engineers, and construction sub-contractors to complete all other project development work.

Team Coordination - Our team works closely and collaboratively and are coordinated with weekly team and project specific accountability mechanisms in place to keep our work and targets on track.

Our Experience

Below we have provided you with a 1 page snapshot of a series of completed and active development projects in our portfolio. These 'reference projects' represent a mix of projects that we undertake, with emphasis on projects that demonstrate our interest and experience in public/private collaborations.

REFERENCE PROJECT - One Plaza East

Address: 100 E. Main St, Salisbury, MD 21801

Property Type: Multi-Use Commercial (Office and Retail)

Year Built: 1923

Building Size: 47,366 Sq Ft (39,573 sq ft owned)

Construction Timeframe: Completed in phases between 2016-2020

Project Description: Between 2015-2020 our team acquired six floors and the basement of the One Plaza East building for \$1.783mm. An additional \$1.25mm was spent in development costs as each floor was demolished, upgraded to modern standards, and then re-leased out to mostly national tenants. Today, One Plaza is 100% leased with an annual rent roll of ~\$500,000 and is home to tenants including Edward Jones, the Bank of Delmarva, Mogan's Oyster House and many others.



Purchase - \$1.783mm

Development Costs - \$1.5mm

Debt Source - Provident State Bank, Farmers Bank of Willards & Hebron Savings Bank

REFERENCE PROJECT - 2326 Goddard Parkway

Address: 2326 Goddard Pkwy, Salisbury, MD 21801
Property: Multi-Use Commercial (Office and Retail)
Year Built: 1910
Building Size: 27,115 Sq Ft
Construction Timeframe: Completed in 9 Months

Project Description: Goddard Parkway was purchased for \$1.35mm in 2017 and was under 40% occupied at acquisition. Our team spent \$675,000 and completely remodeled the space to include a new facade, monument sign and conducted build-to-suit remodels for each of the units. Occupancy was brought up to 100% with long-term stabilized leases and the property was sold in 2021 for \$2.5mm.



Purchase - \$1.35mm
Development Costs - \$675,000
ARV - \$2.5mm
Debt Source - \$1.85mm (First Shore Federal)

REFERENCE PROJECT - Independence Hall

Address: 11779 Somerset Ave, Princess Anne, MD 21853

Property: Multi-Use Commercial (8 Unit Multifamily and 5 Unit Retail)

Year Built: 1910

Building Size: 11,550 Sq Ft

Construction Timeframe: Completed in 12 Months

Project Description: The historic Independence Hall was purchased by our team in 2019 for \$425,000. Upon acquisition, \$125,000 was spent renovating the residential units as they turned over, in addition to adding decks for the upstairs units. The interior units were brought up to modern standards while preserving the historic facade. All-in-all we were able to lease the apartment units after renovations and increase the annual rent roll by ~\$20,000. In summer of 2020 this property appraised for \$920,000 and has an estimated valuation of over \$1mm today.



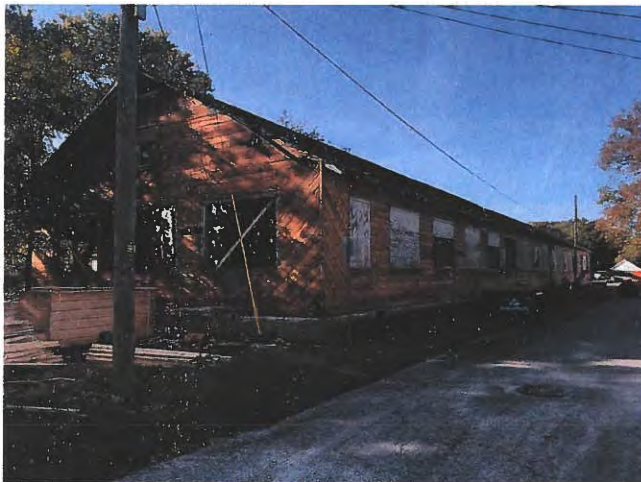
Purchase - \$475,000

Development Costs - \$125,000

Debt Source - \$396,000 (Hebron Savings Bank)

REFERENCE PROJECT - The Garment District Apartments**Address:** 123 West Main St, Fruitland, MD 21801**Property:** 9 Unit Multifamily Residential**Year Built:** 1935**Building Size:** 8,800 Sq Ft**Construction Timeframe:** Completed in 12 Months

Project Description: The Garment District property was previously a dilapidated shirt factory in Fruitland, Md and was purchased for \$20,000 in 2020. The previous structure was demolished down to the foundation and then reconstructed as a nine unit upscale apartment complex. In total \$1mm was spent in construction costs, and upon completion the project was 100% leased within one month at an average rent/unit of \$1,250/mo. Upon stabilization, the property was recently appraised for \$1.37mm.

**Purchase - \$20,000****Development Costs - \$1mm****Debt Source - \$785,000 (M&T Bank)**

REFERENCE PROJECT - North Park Garden Apartments

Address: 304 Glen Ave, Salisbury, MD 21804

Property: 52 Unit Multifamily Residential

Year Built: 1953

Building Size: 40,981 Sq Ft

Construction Timeframe: Ongoing on a rolling basis

Project Description: North Park Gardens is a 52 unit apartment complex that was purchased by our team in 2021 for \$4.25mm. The property is currently 98% leased and we are conducting renovations to the units as they turnover, including installing in-unit washers and dryers, new appliances and upgraded cosmetics. Average in-place rents sit at \$700/mo. and we were able to recently rent out the first of the renovated units for \$1,250/mo. Future development plans for the property include renovating the facades, continuing to upgrade to the units as they turnover and new construction of an additional 24 unit complex.



Purchase - \$4.25mm

Development Costs - \$225,000 (LTD)

Debt Source - \$3.65mm (Bank of Delmarva) & \$425,000 (Seller Financing)

REFERENCE PROJECT - Campbell Soup Factory

Address: 510 West Rd, Salisbury, MD 21801

Property: 138,010 sq ft warehouse

Year Built: 1950

Building Size: 138,010 Sq Ft

Construction Timeframe: Phase I Strategic Demo and lease up completed in 2023

Project Description: Our team purchased the former Campbell Soup factory for \$1.3mm in August 2022 with roughly 36% vacancy and plans to redevelop the existing vacant space for a large warehouse user. Since acquisition we had one of the previously occupied spaces become vacant and were able to sign Chesapeake Shipbuilding, one of the largest employers in the area, to occupy the unit after our team conducted a fit out. The property was recently awarded a \$500,000 Strategic Demolition grant through DHCD for strategic demo and removal of old machinery.



Purchase - \$1.3mm

Development Costs - TBD

ARV - TBD

Equity Source - Bret Davis, Kirk Davis & Marc Kalikow

Debt Source - \$1mm (NCALL Loan Fund) & \$250,000 (Seller Financing)

REFERENCE PROJECT - Pocomoke Firehouse**Address:** 5 Fifth St, Pocomoke, MD 21851**Property:** Multi-Use Commercial (9 Unit Multifamily and 1 Unit Retail)**Year Built:** 1950**Building Size:** 10,550 Sq Ft**Construction Timeframe:** Completed in 2023

Project Description: The former Pocomoke Firehouse was purchased by our team for \$5,000 from the Town of Pocomoke in June 2022. The property was formerly occupied by the town's fire department until 2008 and has been vacant since. Our team is beginning an estimated \$1.2mm historic rehabilitation that will create a first floor retail space along with a residential unit and a data center for our in-house ISP, Simple Fiber. The second floor will become 8 loft-style residential units with premium finishings and full floor to ceiling windows. Our team has already secured ~\$257,000 in MD historic tax credits/grants with an additional \$250,000 in Federal historic tax credits in the pipeline.

**Purchase - \$5,000****Development Costs - \$1.21mm****Debt Source - \$1.21mm (Farmer Bank of Willards)**

REFERENCE PROJECT - Cambridge Academy Schoolhouse

Address: 201 Mill St, Cambridge, MD 21613

Property: 8 Unit Multifamily Residential + 10 Duplexes

Year Built: 1903

Building Size: 6,760 Sq Ft

Construction Timeframe: Schoolhouse completed in 2023

Project Description: The former Cambridge Academy school building was purchased by our team for \$295,000 in March 2022. The property was formerly occupied by various schools over the course of its 100+ year history before becoming vacant in the late 1990's. Our team is beginning an estimated \$1+mm historic rehabilitation that will create 8 residential units in the existing structure with plans to also construct 10 duplex units on the remaining land at the rear of the parcel. This project has been awarded \$250,000 in Maryland historic tax credits with additional Federal historic tax credits and grants in the pipeline.



Purchase - \$295,000

Development Costs - \$1.08mm

Debt Source - \$1.08mm (First Shore Federal)

Financial Capacity to complete the project

Sourcing Financing - Davis Strategic has sourced financing for over 40 commercial development projects and has relationships with over a dozen lenders locally allowing financing for a wide range of projects. We have also utilized state funding to raise over \$1 million dollars in additional financing from the state in 2022 alone.

Identifying Capital Investment - Davis Strategic works with lots of different investors who can offer capital for projects like this. Davis Strategic has over \$45 Million dollars in assets and will utilize our cash and equity for raising any additional capital needed for this project. We will be looking to leverage state and federal grant funding to redevelop the hotel and make all of the needed improvements.

Deal Structure - We understand there are a lot of moving parts to this sale so we would rather find out what structure makes sense for the project rather than us imposing our plan on the site. We are open to all types of structures and have the ability to float the work and capital needed to meet a wide variety of approaches.

Financial References

Commercial Lender

#1
Gene Malone
(443) 783-5530
gmalone@firstshorefederal.com

#2
Bill Turner
(443) 260-4780
bill.turner@fbwbank.com
mkalikow@kalikowbrosrealty.com

Financial Partners

#1
RamaKrishna Nuthi
(856) 803-7075
madhavi909@hotmail.com

#2
Mark McDermott
(914) 629-5307

Financial Statements - Can be supplied during the study phase.

Additional Background

BRET DAVIS

240-994-6481 | bdavis@davis-strategic.com
LEAD REAL ESTATE DEVELOPER

STRENGTHS

Demonstrated history of working collaboratively with Eastern Shore municipalities, higher education & health institutions, and small businesses. Creative and flexible thinking has led to dynamic local partnerships revitalizing Eastern Shore and Delaware communities, and growing small business footprints in economically distressed markets. Examples include partnerships with Princess Anne UMES led to building an offsite community engagement space in their downtown Main Street district and also expanding their quality of student housing. Expansion of the Simple Fiber company infrastructure footprint has led to partnerships in place with the cities of Salisbury and Denton. Strengths include developing cooperation between many different and sometimes opposing parties in order to progress a deal or development of a project.

EXPERIENCE

Bret Davis Owner / Principal

Davis Strategic Development c. 2014 - CURRENT Salisbury, MD

Co-founder of a residential and commercial real estate development and management company with an asset footprint across the Eastern Shore of Maryland and Delaware.

- Coordinate architects, engineers, and independent contractors to ensure quality and timely completion of work.
- Create budgets and property analysis for prospective projects
- Work with tenant businesses to design commercial spaces to suit their unique business needs.
- Identify and align financing and investment partnerships

Adjunct Instructor

Wor-Wic Community College c. 2013 - CURRENT Salisbury, MD

Teach business classes which were created by the instructor to provide students with a thorough understanding of investing, and real life real estate development training.

Realtor

Keller Williams Realty of Delmarva c. 2013 - CURRENT Salisbury, MD

Licensed real estate consultant under Keller Williams Realty of Delmarva working with commercial and residential properties.

- Manage a team of agents, and budget for expenses, marketing and coordinate all team activity.
- Developed systems for handling real estate transactions which allowed agents and admins to coordinate the sales process with various clients in the area.



Intern

Commodity Futures Trading Commission

c. 2011

Salisbury, MD

Handled logistics for the building as well as the events set up for the CFTC

- Managed approximately 60-80 employees per night event, including
- Managed daily accounting activities to include payroll, vendor payments, and collections.

EDUCATION / LICENSES

Maryland Real Estate License

Keller Williams of Delmarva | 2013 - current

Bachelor of Arts Business Administration (BA)

Salisbury University, Maryland | 09/2008 - 05/2013

KATHLEEN "KATIE" CLENDANIEL

c. 443-205-5364 | kclendaniel@davis-strategic.com
PROJECT MANAGEMENT & PUBLIC COORDINATION

STRENGTHS

Bridging Connections

I have worked at the intersection of complex problems within various communities. My strength lies in assessing the core root of any problem and working to tackle it one small piece at a time.

Project Management

From project proposal to completion I have worked in both program and capital project management across various industries.

Financial Management

Over 14 years experience in grant management, budget management, estimation, reporting, proposal development, and regulatory oversight

Communication & Leadership

Understanding systems, assessing and communicating challenges, facilitating team collaboration in problem solving complex community issues.

EXPERIENCE

Project Development Specialist

Simple Fiber / Davis Strategic Development
MD

c. 04/2022 - Ongoing

Salisbury,

A Fiber Broadband company; A Real Estate Development, property management, real estate sales firm

- Project Manager for Historic Tax Credit related projects
- Coordinate & prepare submissions for grant related projects and historic tax credits
- Work directly with planners, engineers, architects, and finance professionals to coordinate proposals and project execution
- Support the broadband fiber team

Marketing & Destination Development Specialist

Queen Anne's County Economic & Tourism Development

c. 12/2020 - 04/2022 Chester, MD

Destination Development focusing on "placemaking", outdoor recreation, history / heritage, and the arts, marketing & communications, strategy development, & implementation.

- Technical assistance & relationship building with local stakeholders
- Product development supporting economic development through travel & tourism
- Grant writing, management and reporting

Executive Director

Cambridge Main Street / Downtown Cambridge

c. 10/2016 - 11/2020 Cambridge, MD

A small grassroots oriented non-profit organization dedicated to downtown revitalization in an economically distressed community. Managed all aspects of financial / budget operations, including substantial system improvements and efficiencies, transparency in reporting, and program management.

- Oversaw all fundraising including special events, festivals, and annual appeal campaigns for an annual net income to program of approx \$80,000+ annually
- Worked with leadership, community stakeholders, & businesses to develop new brand and strategic vision for downtown, and annual strategic planning updates with the Board of Directors
- Led development of new organizational and marketing brand implementation including

developing new website, print material, and messaging / storytelling approach under "Soul of the Shore" identity.

- Worked closely with organization subcommittees, local business stakeholders, board of directors, local government, state agencies to focus and direct efforts and resources to targeted strategic goals, and published organization's first ever annual reports.
- Leadership of multiple simultaneous capital improvement projects large and small including facade & building improvement, blight elimination, and 5 creative place making/ public art projects worth over \$500,000 in grant or gift awards
- Partnered with SBDC to provide a small business development program for retail and restaurant industries and supported increased downtown occupancy, filling 10+ vacant spaces
- Led organization through COVID-19 pandemic financial and programmatic instability. Partnered closely with other economic and business support organizations to support and educate the business community.

Coordinator of Housing and Community Development

Delmarva Community Services, Inc

c. 07/2012 - 10/2016

Cambridge, MD

Large non-profit organization providing regional public transportation services, senior program services, poverty support services, and housing and wrap-around services for individuals with developmental disabilities.

- Managed special capital & programmatic projects related to facility improvement, energy efficiency, business development
- Budget development and project management of \$12-\$15M "Chesapeake Grove" community center development
- Developed and managed all special project communication to stakeholders, donors, & investors
- Grant writing and administration prepared / administered multiple private, federal, and state funding sources valued at over \$7+M.
- Managed and worked closely with engineers, architects, contractors, local government administrators, regulatory agencies, and managed all project and funding contingencies

Community Development Coordinator

Town of Easton

c. 07/2010 - 07/2012

Easton, MD

- Provide grant writing and grant administration for the Community Legacy/Sustainable Communities DHCD applications and monitor individual project initiatives
- Administrator for local affordable housing program, and other community projects as assigned
- Coordinate communications activities/media/press
- Technical assistance to 100+ businesses or non-profit stakeholders
- Coordinate various committees and Board of Advisors activities

EDUCATION

Certificate Historic Real Estate Development Finance

National Development Council | 2019 - 2020

Master Applied Anthropology (MAA) ; Graduate Certificate Historic Preservation

University of Maryland at College Park | 09/2006 - 05/2009

Bachelor of Arts Socio/Cultural Anthropology (BA)

Massey University, New Zealand | 02/2000 - 05/2004

SECTION 5: REQUIRED FORMS-FORM OF PROPOSAL

Date: March 7, 2023

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 125,000.00

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Davis Strategic Acquisitions

Firm Address: 318 West Carroll St. Salisbury MD 21801

City/State/Zip: _____

410-844-4160 Telephone

b.davis@davis-strategic.com Fax
Email



Signature

Bret Davis

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Bret Davis am the Owner
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Davis Strategic Acquisitions
(Name of Firm) whose

address is:

318 West Carroll St. 2nd Floor
(Street)
Salisbury MD 21801
(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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 the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

None

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.



Signature

Bret Davis

Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Davis Strategic Acquisitions TYPE OF COMPANY (circle one):
 ADDRESS: 318 West Carroll St *Sole Proprietorship
Salisbury MD 21801 *Partnership
 FEIN#: 88-3973017 *Corporation
 *Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Bret Davis	Owner	50
Kirk Davis	Owner	50

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<input checked="" type="checkbox"/>
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Bret Davis

SIGNATURE: *Bret Davis*

DATE: 3/7/23

WITNESS: *C. Hogue*

CHELSEA M HOGUE
 Notary Public-Maryland
 Wicomico County
 My Commission Expires
 February 10, 2026

AFFIX CORPORATE SEAL HERE

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Bret Davis being first duly sworn, deposes and says that:

1. He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of Davis Strategic Acquisitions the Developer that has submitted the attached Proposal Document;
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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

C. Hogue

Witness

C. Hogue Karen Powell

Witness

**CHELSEA M HOGUE
Notary Public-Maryland
Wicomico County
My Commission Expires
February 10, 2026**

By: Bret Davis

Signature

Bret Davis

Printed Name

Owner

Title



Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

410-546-1101 FAX: 410-546-9590

www.firstshorefederal.com E-mail: info@firstshorefederal.com

March 2, 2023

Worcester County Administration
 Attn: Nicholas Rice, Procurement Officer
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
 318 W. Carroll St., Suite A
 Salisbury, MD 21801



RE: Davis Strategic Development, LLC;

Dear Mr. Rice:

Bret and Kirk Davis, members of Davis Strategic Development, LLC asked that I direct this letter to your attention. We have known Bret and Kirk Davis for over five (5) years.

First Shore Federal Savings & Loan Association (FSF or the Bank) provided Commercial Construction/Permanent Loan financing to a variety of entities with which Bret and Kirk Davis are owners and/or members beginning on or about October 12, 2017. The purpose of that Construction/Permanent financing was to facilitate acquisition and considerable renovations for several commercial real estate projects located in Salisbury, MD; Denton, MD and more recently Snow Hill, MD (as it pertained to acquisition and renovation of the former First Shore Federal Savings and Loan Association branch location at Green & Pearl Streets in downtown Snow Hill). Bret Davis was the Bank's primary point of contact for those projects.

The Bank understands from Bret Davis that the prospect exists for Davis Strategic Development, LLC to pursue a number of other real estate construction and or redevelopment projects – including a project contemplated in Snow Hill, Maryland associated with the former “Economic Development Building” (now vacant) located at the northeast side of Pearl Street; Worcester County Tax Map: 0200; Grid 0009; Parcel 0069 (ID# 02-016702) - that may or may not have historical components involving Maryland Historical Tax Credits. The Bank further understands that additional financing might possibly be required to acquire, construct, renovate and/or “fit up” a project along those lines.

The Bank would be interested in evaluating a credit request from Davis Strategic Development, LLC for the purposes of financing acquisition, construction, redevelopment and/or “fit up” of a commercial property if a need arose. The Bank's level of interest would obviously be predicated upon satisfactory credit underwriting criteria, legal lending limits, prospective lease terms, cost of contemplated improvements, adequacy of cash-flows, adequacy of collateral among other things, and ultimately Loan Approval. Accordingly, this letter is not to be construed as a Loan Proposal or a Commitment to Lend.

Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis



1116 Mt. Hermon Road
 Salisbury, MD 21804
 (410) 543-0761

1315 Market Street
 Pocomoke City, MD 21851
 (410) 957-2626

11029 Racetrack Road
 Berlin, MD 21811
 (410) 208-1668

310 Franklin Avenue
 Berlin, MD 21811
 (410) 641-0350

220 Washington Street
 Millsboro, DE 19966
 (302) 934-1239



35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474

BRANCHES



Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

410-546-1101 FAX: 410-546-9590

www.firstshorefederal.com E-mail: info@firstshorefederal.com

March 2, 2023

Worcester County Administration
 Attn: Nicholas Rice, Procurement Officer
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
 318 W. Carroll St., Suite A
 Salisbury, MD 21801

RE: Davis Strategic Development, LLC;

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Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis

BRANCHES



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35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474



37 - 39

Javier Garibay

212 South Morris St
Snow Hill, Md. 21863

410-961-9070

410-258-5006

Plan for building

1st floor Commercial offices

2nd floor Convert it to a Residential Apartment

3rd floor Convert it to a Residential Apartment

Expected to be completed in six weeks

I've been in the construction business for over 20 years

We had buy, renovated and sold 5 houses here in town
built 2 and done several projects around town like the
"Potato Shed" project, currently remodeling the building on
106 Pearl St Snow Hill, Md.

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 03/08/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 280,000 cash

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Savier Garibay

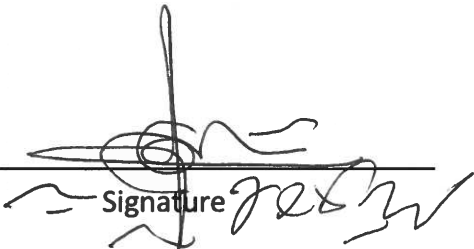
Firm Address: 212 South Morris St

City/State/Zip: Snow Hill, Md. 21863

410 961 9070 Telephone

_____ Fax

imperiacyn@gmail.com Email


Signature

Savier Garibay
Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Sauier Garibay am the Sole Proprietor
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Garibay Construction LLC
(Name of Firm) whose

address is:

212 South Morris St
(Street)

Snow Hill, Md. 21863
(City/State/Zip)

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

Except as described below, neither I nor the above Developer, not 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).

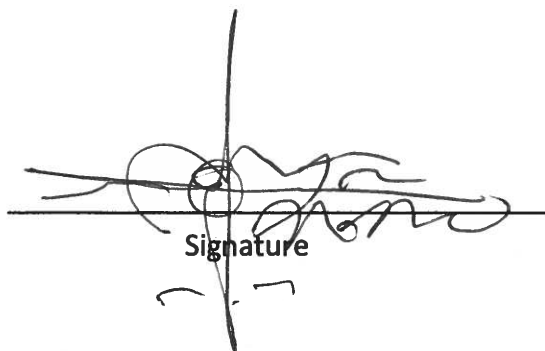
(State "none" or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

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.


Signature

Javier Garibay
Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Garibay Construction LLC

TYPE OF COMPANY (circle one):

ADDRESS: 212 South Morris St
Snow Hill Md. 21863

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: 947-75-7808

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____ <i>X</i>
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____ <i>X</i>
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____ <i>X</i>
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____ <i>X</i>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Javier Garibay

SIGNATURE: *[Handwritten Signature]*

DATE: March 8th, 23

WITNESS: Imperia Gorman

AFFIX CORPORATE SEAL HERE

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Imperia Guzman being first duly sworn, deposes and says that:

1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Garibay Construction LLC, the Developer that has submitted the attached Proposal Document;
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 Developer 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 Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
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 Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

Imperia Guzman
Witness

Witness

By: Imperia G.
Signature

Imperia Guzman
Printed Name

Title

NOTICE

**Disposal of Surplus Vehicles and Equipment
to be Auctioned on GovDeals.com**

"Disposition of County Personal Property no longer used by the County"

The following described personal property, including vehicles, furniture and equipment, have been determined to be no longer required for County use by the County Commissioners of Worcester County, Maryland and deemed to be surplus property:

SURPLUS VEHICLES AND EQUIPMENT

Surplus vehicles, listed by make and model (with model year), as follows: Chevrolet 1500 2WD (2005); Dodge Journey (2009); Ford 150 2WD (2009); Ford F450 Utility (2001); Ford Transit Van (2016); Chevrolet 1500 2WD (2006); Chevrolet Malibu (2004); Ford Edge (2007); Chevrolet 1500 2WD (2006); Chevrolet 1500 2WD (2004); Chevrolet Trailblazer (2006); Dodge Stratus (2005); Dodge Stratus (2005); Chevrolet Tahoe 2WD (2013); Ford Ranger (2001); Ford Expedition (2011); Ford Explorer (2004); Chevrolet 2500 4WD (2005); New Holland TS100A Tractor (2004); Chevrolet 3500 Utility (1998); International Roll Off (1989); International Roll Off (1991); Chevrolet Tahoe (2012).

Surplus equipment, including: Kubota F3080 Diesel Mowers (2); Toro Z Masters (3); Jacobsen 548-100 5ft Seeder; John Deere 660 Tiller 5ft; Hole Tawg 7ft Plug Aerator; Gandy 7ft Seeder; Various Trailers (7); Industrial Pump; Marathon Compactors (2); Mobark Shredder.

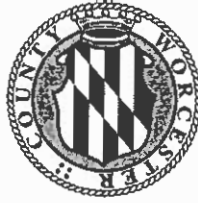
Surplus furniture and miscellaneous equipment, including: Box Fans; Shop Heaters; Filing Cabinets; Tool Boxes; Rolling Jack; A/C Units; Headlight Adjuster; Wheel Weights; Water Valves; Air Compressors; Transfer Switch; Chainsaw; HP Designjet Printer; Computer Monitors (6); Laptops (44); Computers (57); Commercial Stove; Commercial Food Preparation Station; Commercial Ice Cream Freezer; Glass Display Case; Concrete Saw; Corrugated Metal Pipe; Stackable Chairs; Tractor Wheels; Small Compressor Tanks.

TERMS AND CONDITIONS OF SALE AND CONVEYANCE: The County Commissioners propose to solicit competitive bids via an Internet-based auction system operated by GovDeals, Inc. for which the winning bidder pays a buyer's premium of twelve and one-half percent (12.5%) of the winning bid for each transaction so that there is no net cost to the County. All of the above referenced surplus property will be offered for sale "AS IS, WHERE IS." The County Commissioners make no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The County Commissioners warrant to the buyer that the property offered for sale will conform to it description. The County Commissioners reserve the right to reject any and all bids as they see fit and to withdraw from sale any of the items listed. Payment in full by successful bidders shall be made to Worcester County Commissioners.

OPPORTUNITY FOR OBJECTIONS: Anyone objecting to the proposed conveyance of the above surplus vehicles and equipment shall do so in writing prior to 4:30 p.m. on Thursday, April 13, 2023, or in person at the regularly scheduled meeting of the County Commissioners to be held at 10:35 a.m. on April 18, 2023 in the County Commissioners Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland 21863.

WORCESTER COUNTY COMMISSIONERS

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



ITEM 38

APPROVED

WSY 03/21/23

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*
DATE: March 8, 2023
SUBJECT: Surplus Vehicles, Equipment and Miscellaneous Items

.....

Attached, for your approval and to comply with Worcester County's Code of Public Local Laws, is a list of County-owned property proposed to be declared as surplus. The list must be advertised once a week for three consecutive weeks to notify, receive public comment and to schedule the required Public Hearing regarding the surplus government owned equipment and subsequent sale of the equipment on the Gov Deals auction site. Once the Public hearing has been held and the County Commissioners agree to declare the equipment as surplus, DPW Fleet Management will begin the process of arranging the on-line auction of the surplus property.

Should you have any questions in the meantime, please feel free to call me.

Attachments

cc: Derrick Babcock
Kim Reynolds, Budget Officer
Eddie, Carman, Risk Manager
Fleet Management File: GovDeals.com

**WORCESTER COUNTY
SURPLUS VEHICLE & EQUIPMENT LIST - 2022/2023**
VEHICLES

STOCK #	YEAR	MAKE	MODEL	VIN #	MILEAGE	DEPARTMENT	COMMENTS
1	2005	CHEVROLET	1500 LONG BED 2WD	1GCEC14V05Z251886	89,000	DRP	RUST ISSUES, DAMAGED BED, NO BRAKES
2	2009	DODGE	JOURNEY	3D4GG47B39T528353	150,060	DRP	RUST ISSUES, HIGH MILES, NO LONGER NEEDED
3	2009	FORD	F150 2WD	1FTRF12W89KB02886	187,885	WWW	ENGINE FAILURE, REPLACED WITH USED SURPLUS
4	2001	FORD	F450 UTILITY	1FDXF46S51EC19288	115,934	WWW	RUST ISSUES, DOES NOT RUN
5	2016	FORD	TRANSIT 250 CARGO VAN	1FTYR1ZM1GKA75261	N/A	WWW	TOTAL LOSS WRECKED CARGO VAN
6	2006	CHEVROLET	1500 LONG BED 2WD	1GCEC14X56Z111366	233,287	WWW	TOTAL LOSS WRECKED TRUCK
7	2004	CHEVROLET	MALIBU 4 DOOR	1G1ND52F94M629465	62,602	FLEET	OLD AGE, REAR LIGHT WIRING ISSUES
8	2007	FORD	EDGE	2FMDK39C87BB08929	205,210	LIBRARY	HIGH MILES, A/C INOP, SUNROOF INOP, REPLACED
9	2006	CHEVROLET	1500 LONG BED 2WD	1GCEC14X76Z111644	151,078	PARKS	DOES NOT START, REPLACED WITH NEW
10	2004	CHEVROLET	1500 LONG BED 2WD	1GCEC14V44E226379	194,250	PARKS	HIGH MILES, A/C INOP, VALVE TRAIN NOISE, REPLACED
11	2006	CHEVROLET	TRAILBLAZER 4X4	1GNDT13S162117375	149,961	EP	BRAKE LINES RUSTED, OLD, REPLACED WITH NEW
12	2005	DODGE	STRATUS	1B3EL46R85N606877	87,301	EP	OLD AGE, RUSTED OUT, REPLACED WITH NEW
13	2005	DODGE	STRATUS	1B3EL46RX5N606878	103,622	RECREATION	VEHICLE OLD, DEAD BATTERY, REPLACED WITH NEW
14	2013	CHEVROLET	TAHOE 2WD	1GNLC2E0XDR314000	N/A	SHERIFF	TOTAL LOSS WRECKED TAHOE PPV
15	2001	FORD	RANGER 2WD	1GTYR10U81TA87549	143,206	SHERIFF	SEIZED VEHICLE, DOES NOT RUN.
16	2011	FORD	EXPEDITION	1FMJU1G54BEF13785	194,634	SHERIFF	OLD AGE, HIGH MILES, TRANSMISSION SLIPPING
17	2004	FORD	EXPLORER	1FMZU73K54UA18473	N/A	SHERIFF	SEIZED VEHICLE, DOES NOT RUN.
18	2005	CHEVROLET	2500 LONG BED 4WD	1GCHK24U75E249900	246,403	ROADS	RUSTED OUT FRAME, REPLACED WITH NEW
19	2004	NEW HOLLAND	TS100A TRACTOR	ACP249377	11,000 HRS	ROADS	DOES NOT RUN, MISSING ENGINE PARTS, PTO INOP
20	1998	CHEVROLET	3500 UTILITY BODY	1GBGC34R8WE191862	222,989	SOLID WASTE	DOES NOT RUN, VERY RUSTY, REPLACED WITH NEW
21	1989	INTERNATIONAL	ROLL OFF	1HTGLC3TXKH696877	UNKNOWN	SOLID WASTE	VERY OLD SCRAP TRUCK. NOT IN SERVICE.
22	1991	INTERNATIONAL	ROLL OFF	1HTGLG3T3MH337096	UNKNOWN	SOLID WASTE	VERY OLD SCRAP TRUCK. NOT IN SERVICE.
23	2012	CHEVROLET	TAHOE	1GNLC2E02CR176449	190,000	FIRE MARSHAL	OLD, REPLACED WITH NEW

EQUIPMENT							
STOCK #	YEAR	MAKE/ DESCRIPTION	MODEL	SERIAL/ VIN #	HOURS	DEPARTMENT	COMMENTS
24		KUBOTA	F3080 DIESEL MOWER	10107	4,442	PARKS	RUNS ROUGH, MISSING PARTS
25		KUBOTA	F3080 DIESEL MOWER	11050	3,490	PARKS	DOES NOT RUN, MISSING PARTS
26		TORO	Z MASTER	314000192	3,600	PARKS	OLD, RUSTY, REPLACED WITH NEW, DOES NOT RUN
27		TORO	Z MASTER 62"	220001495	1,522	PARKS	RUNS, DECK IS RUSTED OUT, REPLACED WITH NEW
28		TORO	Z MASTER	315000198	2,100	PARKS	DOES NOT RUN, OLD, REPLACED WITH NEW
29		JACOBSEN	548-100 5FT SEEDER	32548-4955	N/A	PARKS	NO LONGER USED, OLD
30		JOHN DEERE	660 TILLER 5FT	M00660X140505	N/A	PARKS	NO LONGER USED, OLD
31		HOLE TAWG	7FT PLUG AERATOR	N/A	N/A	PARKS	NO LONGER USED, OLD
32		GANDY	7FT SEEDER	N/A	N/A	PARKS	NO LONGER USED, OLD
33	1980	SNOW TRAILER		H00344	N/A	WWW	VERY OLD, DOES NOT PASS DOT, NO LONGER USED
34	1989	HARDEE	TILT TRAILER	1H9CT110XKL059009	N/A	WWW	TRAILER EXTREMELY RUSTED, DOES NOT PASS DOT
35	N/A	UNKNOWN	RECYCLE TRAILER	UNKNOWN	N/A	RECYCLE	TRAILER EXTREMELY RUSTED, DOES NOT PASS DOT
36	N/A	HOMEMADE	UTILITY TRAILER	N/A	N/A	SOLID WASTE	EXTREMELY OLD, UNUSABLE, SCRAP
37	2007	BERKLEY	INDUSTRIAL PUMP	N/A	N/A	SOLID WASTE	TRAILER MOUNTED. INOPERABLE, NO LONGER USED
38	1986	KRUGER	EQUIPMENT TRAILER	1K9FS2727FD057728	N/A	SOLID WASTE	OLD TRAILER, DOES NOT PASS DOT, RUSTY, NOT USED
39	1997	MARATHON	RJ-400VL COMPACTOR	79468	N/A	SOLID WASTE	TRASH COMPACTOR, OLD, RUSTED OUT, INOP, REPLACED
40	N/A	MARATHON	TRASH COMPACTOR	N/A	N/A	SOLID WASTE	TRASH COMPACTOR, OLD, RUSTED OUT, INOP, REPLACED
41	N/A	MOBARK	WOOD DEBRIS SHREDDER	N/A	N/A	SOLID WASTE	VERY OLD UNUSABLE SHREDDER.
42	2006	CARGO MATE	14FT ENCLOSED TRAILER	5NHUCM4256N053362	N/A	MAINTENANCE	OLD TRAILER, REPLACED WITH NEW.
43	1994	CLASSIC	ENCLOSED TRAILER	AC217263MD	N/A	EMERGENCY SVC	OLD TRAILER, REPLACED WITH NEW.

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MISCELLANEOUS				
STOCK #	NO.	DESCRIPTION	DEPARTMENT	COMMENTS
44		(2) LARGE BOX FANS	MAINTENANCE	NOT USED, WORKED/REMOVED
45		LB WHITE PROPANE SHOP HEATER	MAINTENANCE	NOT USED, UNKNOWN CONDITION, WORKED/REMOVED
46		SMALL PROPANE SHOP HEATER	MAINTENANCE	NOT USED, UNKNOWN CONDITION
47		MISC OFFICE FILE CABINETS	MAINTENANCE	NOT USED, OLD
48		(2) TRACTOR SUPPLY SMALL UTILITY TRUCK TOOL BOX	PARKS	NO LONGER USED
49		HEAVY DUTY TRUCK ROLLING JACK	FLEET	NO LONGER USED, OLD
50		ROBINAIR A/C R134 MACHINE	FLEET	NO LONGER USED, OLD, REPLACED WITH NEW
51		MAYTAG A/C 9,000 BTU ON WHEELS	FLEET	NO LONGER USED, OLD, REPLACED WITH NEW
52		2006 HOPPY VISION 100 MODEL 82005 HEADLIGHT ADJUSTER	FLEET	NO LONGER USED, OLD
53		BUCKET OF USED WHEEL WEIGHTS	FLEET	OLD WEIGHTS FROM TIRE CHANGES
54		USED 6 INCH WATER VALVES	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
55		(2) SMALL ELECTRICAL AIR COMPRESSORS	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
56		EATON EXTERNAL ELECTRICAL TRANSFER SWITCH	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
57		POULAN PRO CHAINSAW, FARM PRO 375	MAINTENANCE	INOP, OLD, DOES NOT RUN
58		HP DESIGNJET 800PS PRINTER, HP DESIGNJET 5500PS PRINTER, RICOH FW750,	LIBRARY	NO LONGER USED, OLD, REPLACED WITH NEW
59		6 COMPUTER MONITORS	IT	NO LONGER USED, OLD, REPLACED WITH NEW
60		44 MISC LAPTOPS	IT	NO LONGER USED, OLD, REPLACED WITH NEW
61		57 COMPUTERS, BASE STATION ONLY	IT	NO LONGER USED, OLD, REPLACED WITH NEW
62		COMMERCIAL IMPERIAL STOVE	COA	NO LONGER USED, OLD, REPLACED WITH NEW
63		COMMERCIAL CHILLER FOOD PREPERATION STATION	COA	NO LONGER USED, OLD, REPLACED WITH NEW
64		COMMERCIAL SIZE ICE CREAM BAR FREEZER DISPLAY	RECREATION	NO LONGER USED
65		WALL MOUNTED GLASS DISPLAY CASE	RECREATION	NO LONGER USED, OLD, REPLACED WITH NEW
66		CLIPPER CONCRETE SAW	ROADS	NO LONGER USED, OLD, REPLACED WITH NEW
67		USED CORRUGATED METAL PIPE SECTION 4FTX11FT	ROADS	USED PIPE NO LONGER NEEDED. REPLACED WITH NEW
68		STACKABLE CHAIRS	LIBRARY	NO LONGER USED, OLD, REPLACED WITH NEW
69		(2) KUBOTA TRACTOR REAR WHEELS	SOLID WASTE	NO LONGER USED
70		(10) SMALL COMPRESSOR TANKS / BUBBLER SYSTEMS	WWW	NO LONGER USED, OLD, REPLACED WITH NEW



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

Memorandum

Date: March 23, 2023

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

Copy: Worcester County Commissioners; Roscoe Leslie, County Attorney; Phil Thompson, Finance Director

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

Re: Adoption of resolution in support of re-designation of Enterprise Zone- Snow Hill

On behalf of our office and the Town of Snow Hill, I am requesting adoption of resolution for Snow Hill's application to the Maryland Department of Commerce for a revised/updated Enterprise Zone

Snow Hill is seeking to re-apply for Enterprise Zone (EZ) designation as the previous 2012 EZ program expired in June, 2022. The next scheduled deadline for EZ application to the MD Department of Commerce is April 15, 2023. One of the requirements for our re-application/new EZ designation is that we need an expression of consent by letter or resolution from the overlying county of jurisdiction.

The purpose of the EZ program is to encourage growth and development in economically distressed areas by offering real property tax credits for 10 years and income tax credits for up to three years for new employees. Snow Hill continues to qualify for the program based on low-income numbers and high poverty rates that exceed the state and national averages.

The Goal of the Enterprise Zone designation will be to restore Economic Vitality to the Town of Snow Hill. This goal will be accomplished through the following objectives:

- Support and foster growth of existing businesses
- Attract new businesses to Snow Hill
- Create more job opportunities and decrease the unemployment rate
- Increase the Town's assessable tax base
- Increase goods and services that attract new residents and meet the needs of existing residents
- Increase the Town's median income
- Connect residents with training and educational opportunities that will enhance their employability
- Improve the Town's position as a center of commerce and a tourism destination• Increase commercial infill development and renovate existing buildings to optimize use

The town had previously applied for the EZ program in 1991, 1998, 2001 and 2012 with the support of the Worcester County Board of Commissioners. Upon our review, the 2012 EZ boundaries for the were out-of-date.

The proposed new boundary for Enterprise Zone designation includes all of the Commercial Zones in Snow Hill: the B1 Downtown Historic Commercial, B-2 General Commercial, HC Highway Commercial, M-1 Light Industrial and M-2 Heavy Industrial totaling 230.11 acres. Snow Hill, with such a small footprint and town-wide distressed economy makes the inclusion of all of these sites necessary.



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

I have attached a PDF copy of the Towns proposed EZ application in addition to a draft resolution.

Kindly let me know if you have any questions or need additional information.

Attachments



Cover Sheet

Name of Jurisdiction Applying: Town of Snow Hill, Maryland

Locations of Enterprise Zone: Land zoned for commercial and industrial purposes in the Town of Snow Hill

Nature of Application: New Designation

Approximate Area of Enterprise Zone: 230 acres

Eligibility Criteria Met: Low-Income Poverty Area, Unemployment rate exceeding 150% of the State and Federal average rate of unemployment

Contact Person: Lorissa McAllister, Director of Economic Development
 103 Bank Street
 Snow Hill, MD 21863
 (P) 410-632-2080 (F) 410-632-2858
lmcallister@snowhillmd.com

Authorized Signature: _____

Michael Pruitt, Mayor
 103 Bank Street
 Snow Hill, MD 21863
 (P) 410-632-2080 (F) 410-632-2858
mayor@snowhillmd.com

_____ Date Signed

Expression of Consent

The Mayor and Council of The Town of Snow Hill have approved the designation of the proposed Enterprise Zone per Resolution 2023-01, passed on March 28th, 2023. The Worcester County Board of Commissioners have indicated their support for this designation per Resolution_____, passed on_____. Both of these resolutions are attached to this application as **Exhibit A** and **Exhibit B** respectfully.

Written Confirmation of State PFA

The proposed Enterprise Zone is located entirely within the corporate limits of the Town of Snow Hill. The whole Town is located within a PFA, as shown on the attached map, **Exhibit C**. Attached is a letter from the Maryland Department of Planning confirming the PFA boundary.

Documentation of Eligibility Requirements

The Town of Snow Hill meets two of the four eligibility criteria. It has a poverty rate above 125% of the national average (11.1) and an Unemployment rate more than 150% of the national (4.1%) and state (4.7%) average unemployment rates.

The national average poverty rate is 8.9. According to the 2020 Census Data collected by the American Community Survey, the Town of Snow Hill has a Poverty Rate of 19.9 which is 223% of the national average. The national average unemployment rate is 4.1 and the State's is 4.7. Based on the same American Community Survey, the Town has an unemployment rate of 11% which is 268% and 234% of those averages respectively.

Data Source: U.S. Census Bureau

https://data.census.gov/profile/Snow_Hill_town,_Maryland?g=160XX00US2473075

Maps

Boundary of the Zone

The Boundaries of the proposed Enterprise Zone encompass areas zoned for commercial or industrial use. Due to the small size of our town, all parcels within commercial zones have been included in the proposed designation area through-out the incorporated limits of Snow Hill. There are two highway commercial zones, three general commercial zones, one downtown historic commercial district, two heavy industrial zones, and two light industrial zones. These zones are non-contiguous and disbursed throughout the Town, which is approximately 1.6 square miles. For reference, please see the attached a map of the proposed boundary, **Exhibit D**, as well as the Snow Hill Zoning Map, **Exhibit E**.

Vicinity Map

Attached to the application is a Vicinity Map of Snow Hill (**Exhibit F**) which indicates the proposed Enterprise Zone boundary in relation to key destinations and transportation arteries within Snow Hill. Main thoroughfares through town, creating immediate access to US RT113 and MD RT 12. There are 5 schools in Snow Hill and a Technical high school 4.3 miles North of the incorporated limits of Snow Hill (not pictured on the map).

Additionally, Snow Hill is in close proximity to many tourist destinations. surrounded by the Pocomoke State Forest, there are two camp grounds within a few minutes of Snow Hill: Shad Landing, which is 4.3 miles away and Milburn Landing which is 8.9 miles away. Ocean City and Assateague Island, Maryland’s only ocean front State Park, are both less than a half hour drive away.

Existing and Proposed Capital Improvements

Byrd Park Flooding, Stormwater & Subsidence Assistance	Study completed; funding requested to begin first three of five recommended remediation treatments
Purnell Street Utility & Roadway Improvements	Construction to begin in late summer 2023
Market Street Sewer Improvement	Construction to begin in late summer 2023
Byrd Park and Sturgis Park Improvements	In progress
Sewer I&I	Study completed; engineer report pending
Waste Water Treatment Plant Assessment	Engineer Report Pending
Bank Street Promenade	Conceptual design complete; supplemental funding requested (MHT)
Coulbourne Lane Well – Back Up Power Supply	Seeking funding
Snow Hill Bikeways Project	Feasibility study completed; Phase One Implementation to begin late summer 2023
Fiber Optics	Installation to begin late 2023

Application for Enterprise Zone Certification

Tax Map

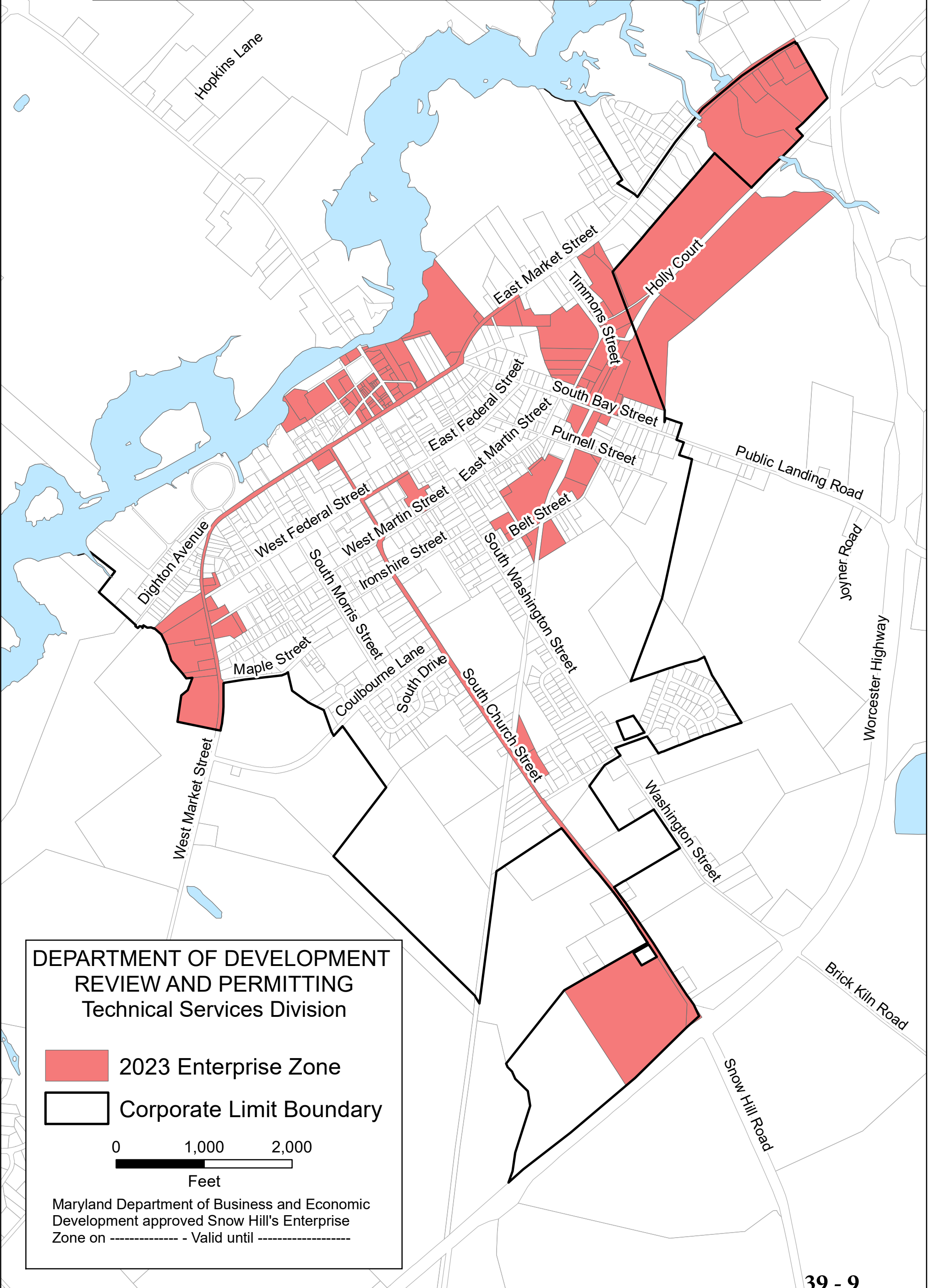
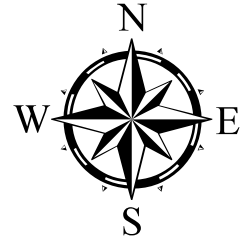
Please find attached the Tax Map, **Exhibit G**, and list of parcels, **Exhibit H**, included in the proposed Enterprise Zone.

Statistical Area Used in Meeting Eligibility Requirements

The entire town of Snow Hill was used as the statistical area for purposes of meeting eligibility requirements. Municipal boundaries are shown on the Enterprise Zone boundary map, zoning map, vicinity map, and tax map. Attached is also a Census Tract Reference Map, **Exhibit I**, indicating Snow Hill is within Census Tract 9513, blocks one and two.



ENTERPRISE ZONE Snow Hill Area



**DEPARTMENT OF DEVELOPMENT
REVIEW AND PERMITTING
Technical Services Division**

- 2023 Enterprise Zone
- Corporate Limit Boundary

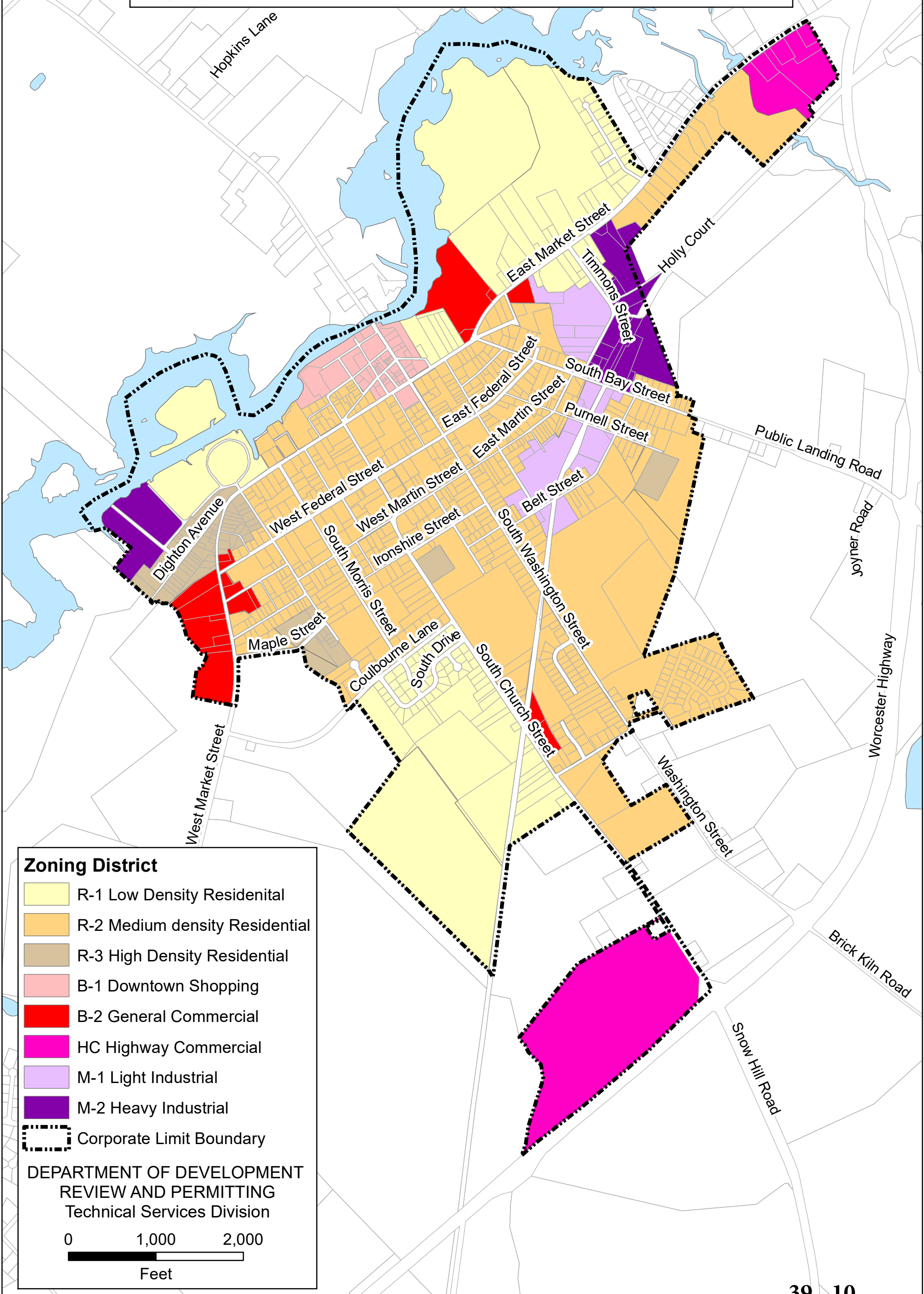
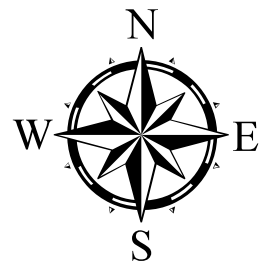
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 Feet

Maryland Department of Business and Economic
 Development approved Snow Hill's Enterprise
 Zone on ----- Valid until -----



Snow Hill Zoning District Map



Zoning District

- R-1 Low Density Residential
- R-2 Medium density Residential
- R-3 High Density Residential
- B-1 Downtown Shopping
- B-2 General Commercial
- HC Highway Commercial
- M-1 Light Industrial
- M-2 Heavy Industrial
- Corporate Limit Boundary

DEPARTMENT OF DEVELOPMENT
REVIEW AND PERMITTING
Technical Services Division

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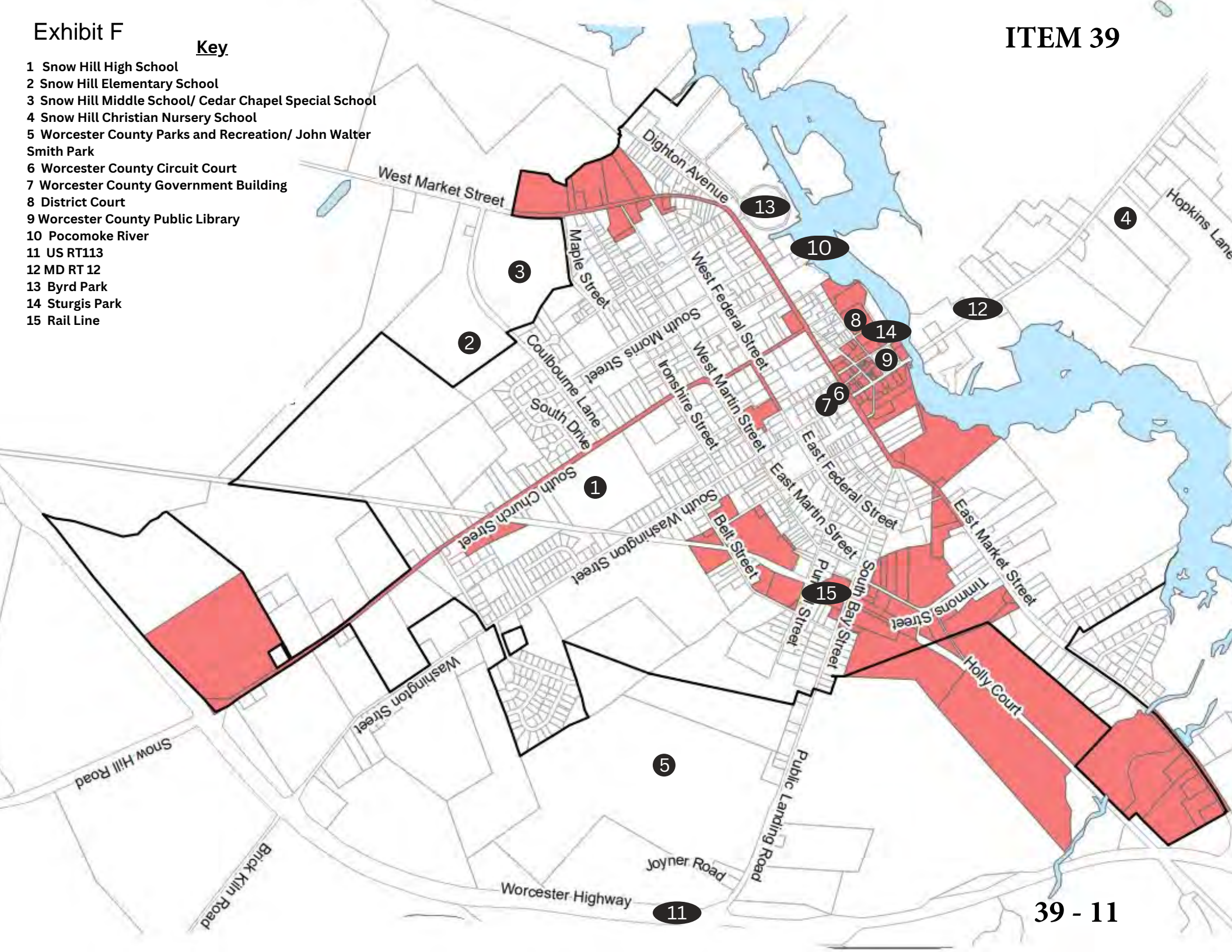
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Exhibit F

ITEM 39

Key

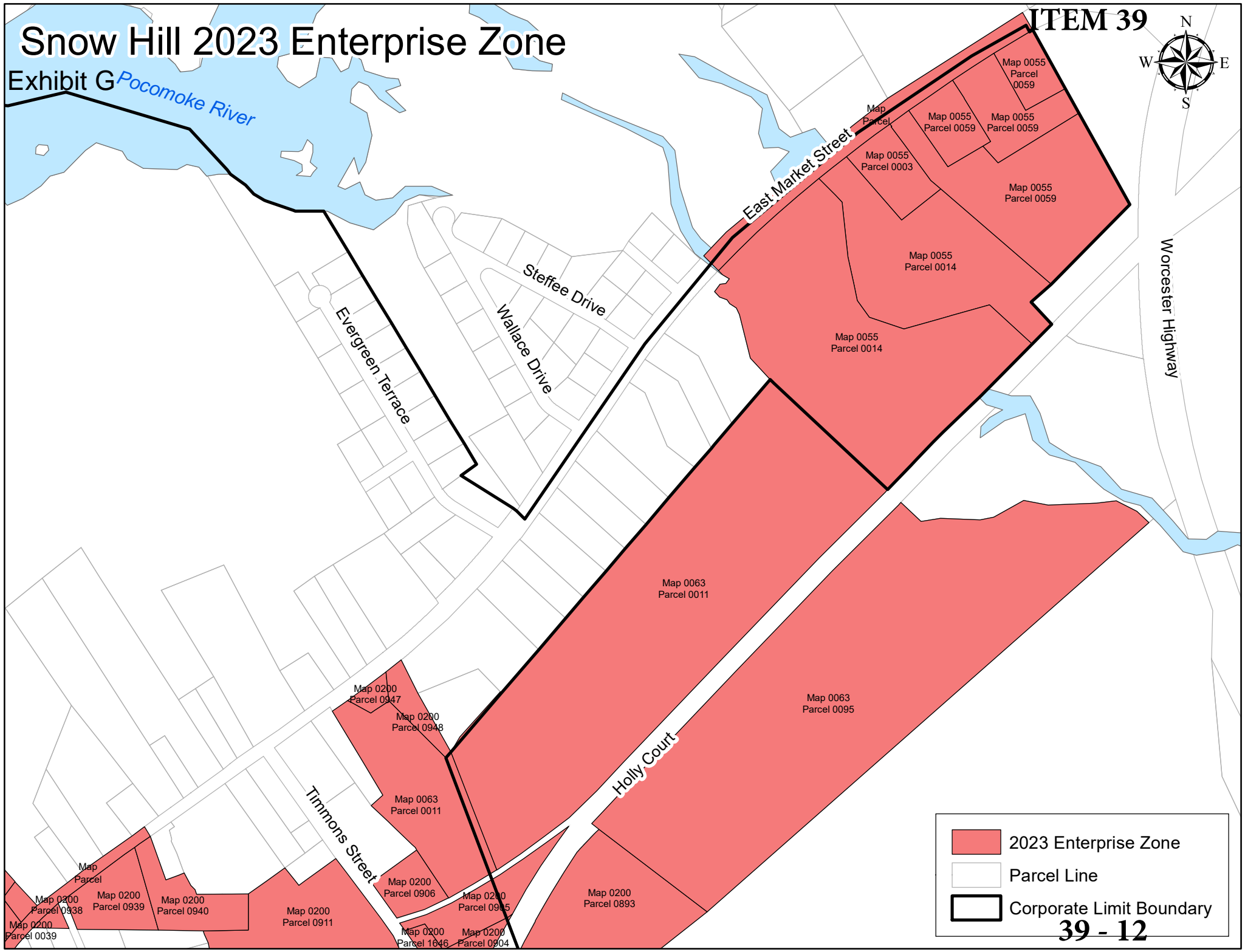
- 1 Snow Hill High School
- 2 Snow Hill Elementary School
- 3 Snow Hill Middle School/ Cedar Chapel Special School
- 4 Snow Hill Christian Nursery School
- 5 Worcester County Parks and Recreation/ John Walter Smith Park
- 6 Worcester County Circuit Court
- 7 Worcester County Government Building
- 8 District Court
- 9 Worcester County Public Library
- 10 Pocomoke River
- 11 US RT113
- 12 MD RT 12
- 13 Byrd Park
- 14 Sturgis Park
- 15 Rail Line






Snow Hill 2023 Enterprise Zone

Exhibit G

ITEM 39

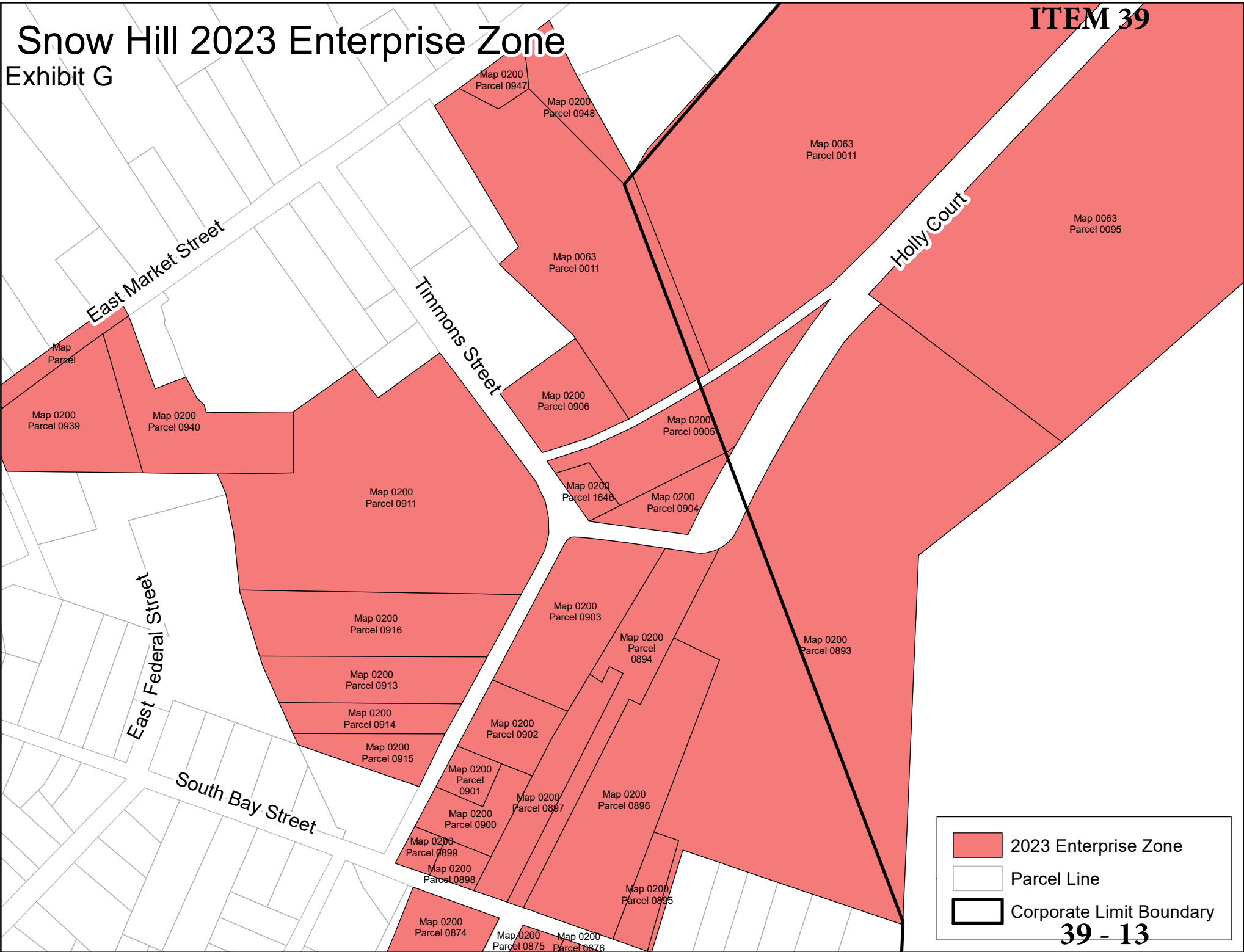


	2023 Enterprise Zone
	Parcel Line
	Corporate Limit Boundary

Snow Hill 2023 Enterprise Zone

Exhibit G

ITEM 39



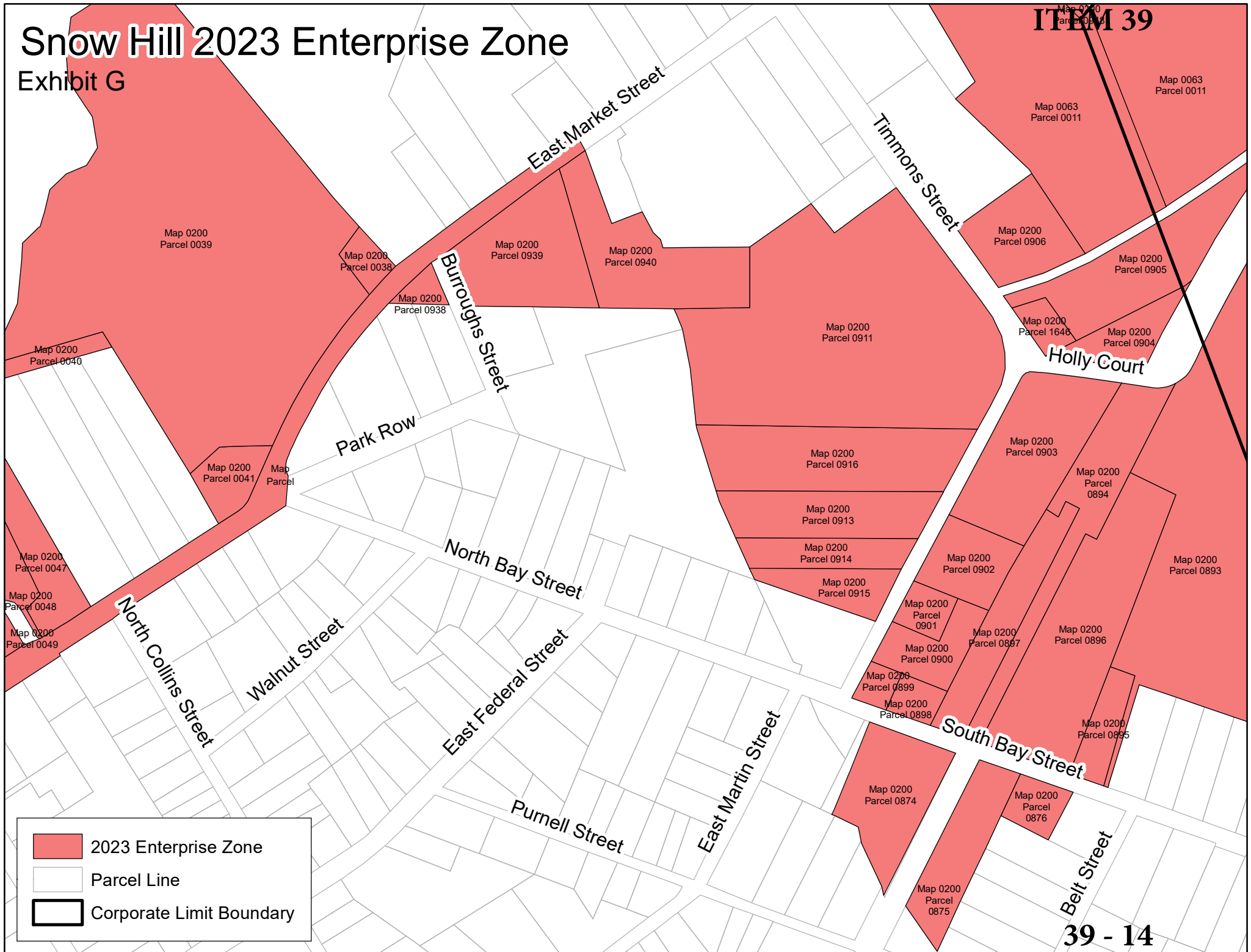
Legend:

- 2023 Enterprise Zone
- Parcel Line
- Corporate Limit Boundary

Snow Hill 2023 Enterprise Zone

Exhibit G

ITEM 39



Legend:

- 2023 Enterprise Zone
- Parcel Line
- Corporate Limit Boundary




39 - 14

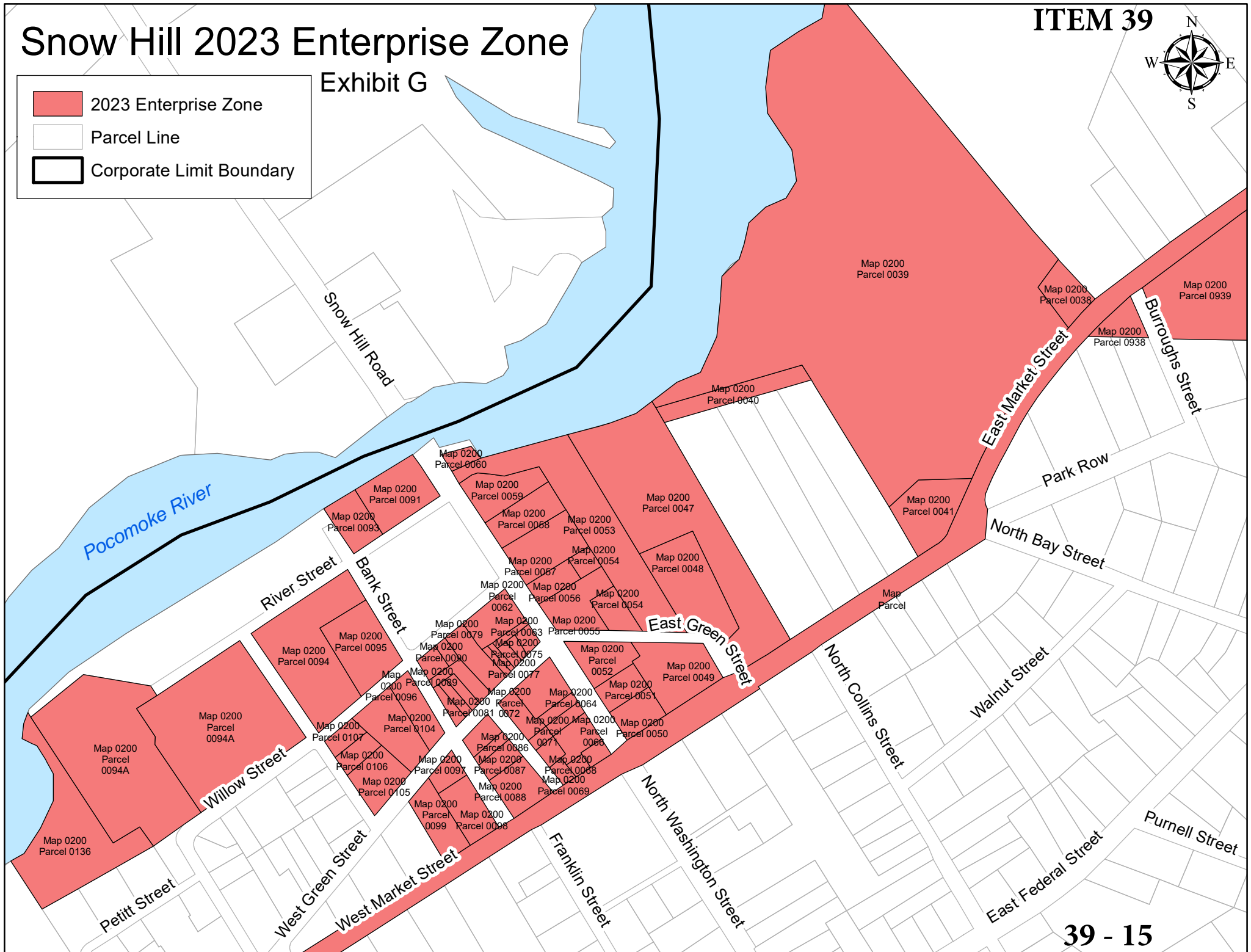
Snow Hill 2023 Enterprise Zone

ITEM 39

Exhibit G



-  2023 Enterprise Zone
-  Parcel Line
-  Corporate Limit Boundary






Snow Hill 2023 Enterprise Zone

Exhibit G

ITEM 39

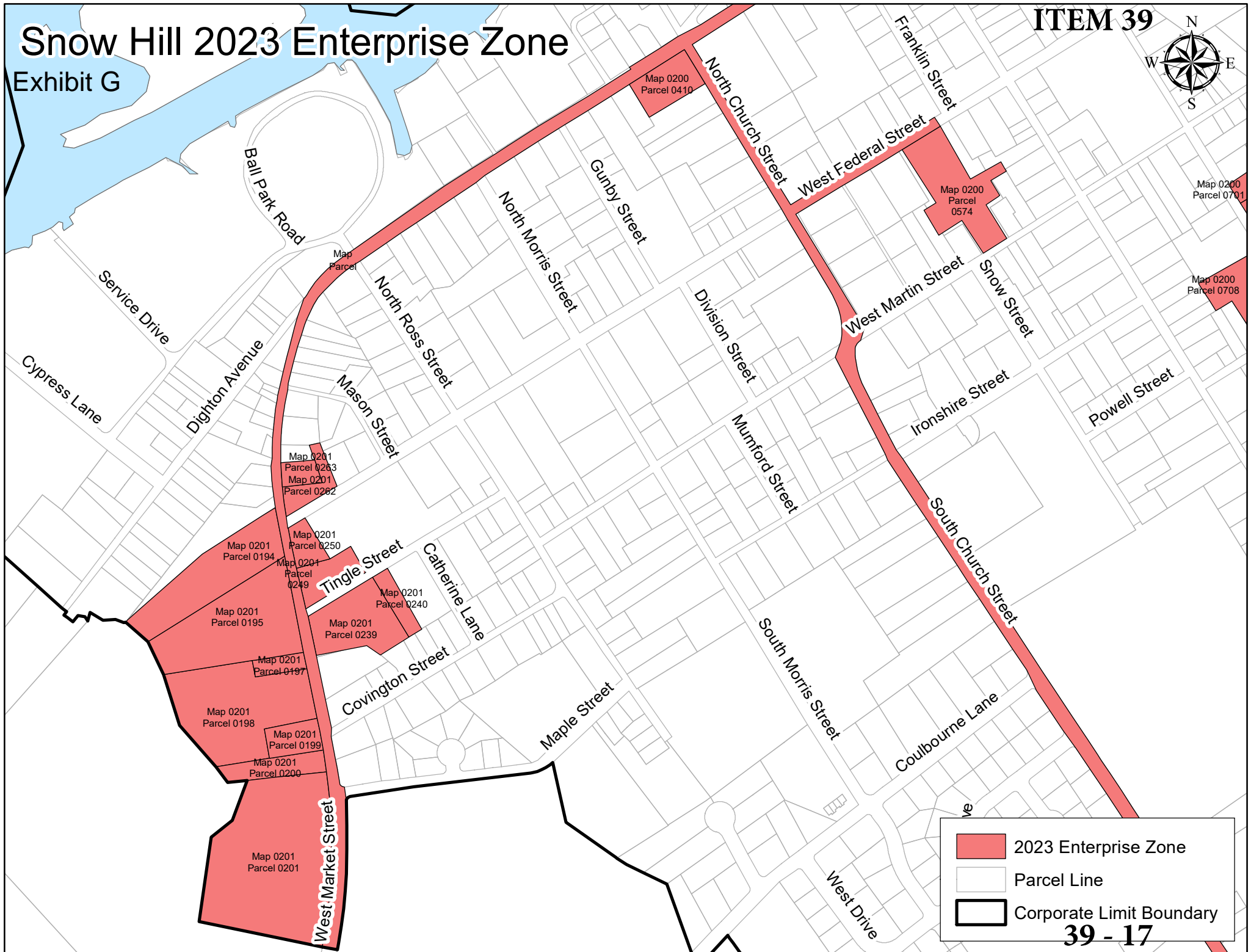


	2023 Enterprise Zone
	Parcel Line
	Corporate Limit Boundary

Snow Hill 2023 Enterprise Zone

Exhibit G

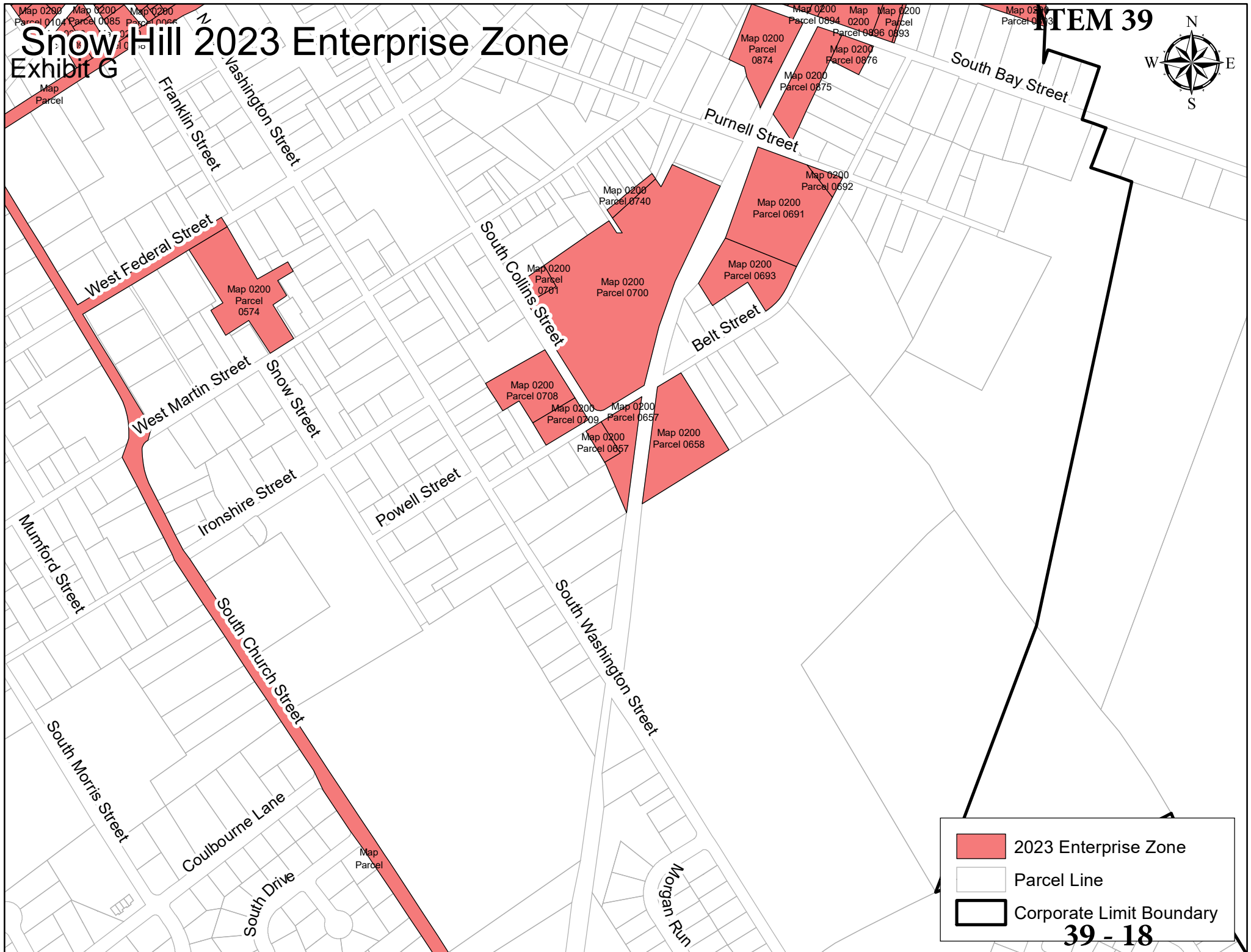
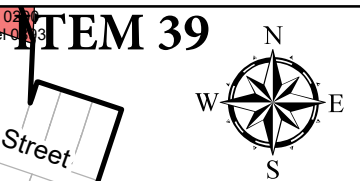
ITEM 39






Map 0200 Parcel 0410
Map 0200 Parcel 0574
Map 0200 Parcel 0701
Map 0200 Parcel 0708
Map 0201 Parcel 0263
Map 0201 Parcel 0282
Map 0201 Parcel 0194
Map 0201 Parcel 0250
Map 0201 Parcel 0249
Map 0201 Parcel 0240
Map 0201 Parcel 0239
Map 0201 Parcel 0195
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Map 0201 Parcel 0200
Map 0201 Parcel 0201

Snow Hill 2023 Enterprise Zone

Exhibit G

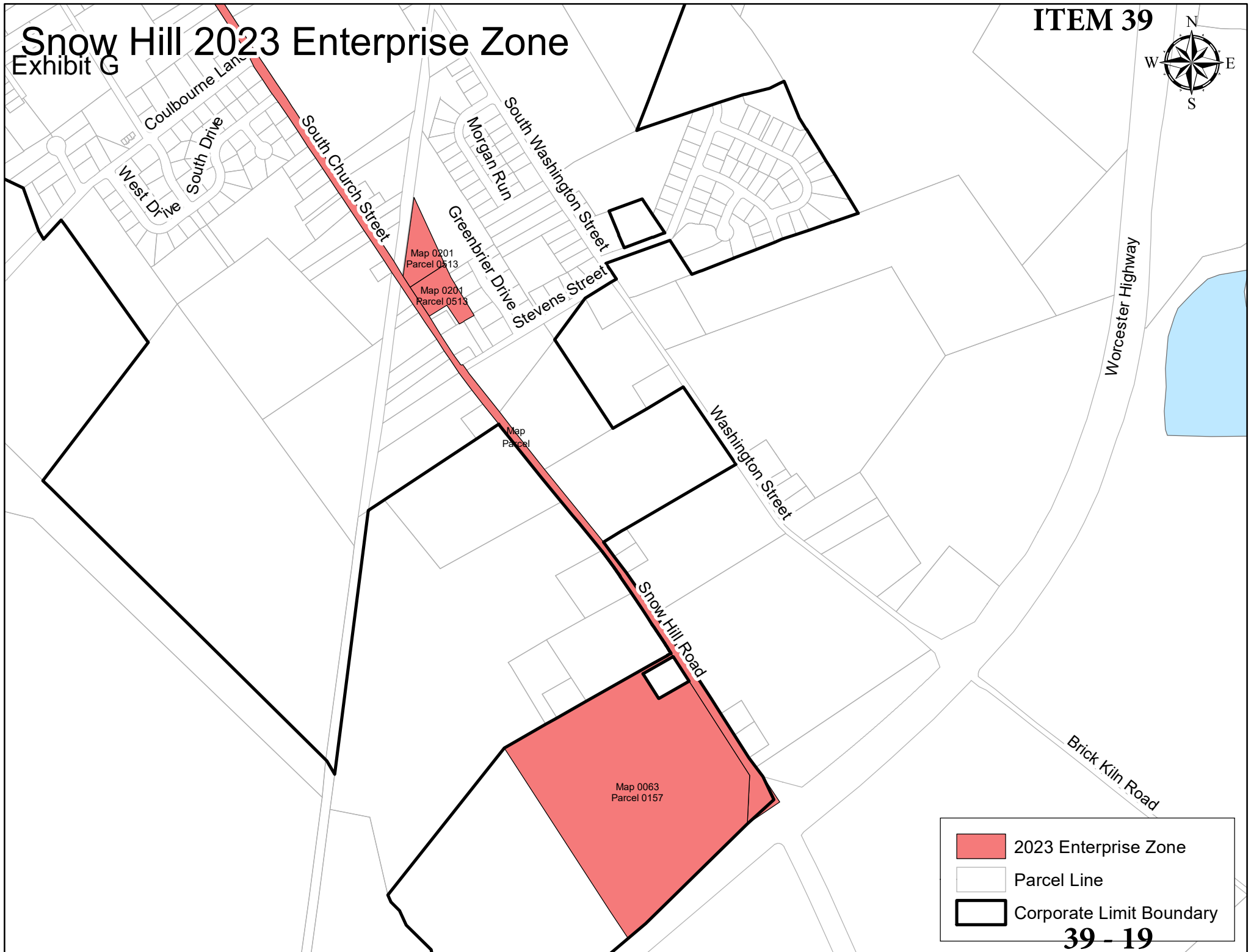


	2023 Enterprise Zone
	Parcel Line
	Corporate Limit Boundary

Snow Hill 2023 Enterprise Zone

Exhibit G

ITEM 39






	2023 Enterprise Zone
	Parcel Line
	Corporate Limit Boundary

Exhibit H

Snow Hill 2023 Enterprise Zone Properties									
Zoning District	Account ID No.	Map	Parcel	Lot	Address	Property Owner	GIS	SDAT	
							Acres	Acres	
B1	Downtown Shopping	2402016451	200	97		103 BANK ST	MAYOR & CITY COUNCIL OF	0.09	0.79
B1	Downtown Shopping	2402016478	200	99		WEST MARKET ST	MAYOR & CITY COUNCIL OF	0.24	0.21
B1	Downtown Shopping	2402016389	200	98		110 WEST MARKET ST	4 6 8 PROPERTY, LLC	0.22	0.20
B1	Downtown Shopping	2402017032	200	85		109 PEARL ST	GRAYSON CROSBY LLC	0.08	0.06
B1	Downtown Shopping	2402016915	200	88		106 WEST MARKET ST	CALVIN B TAYLOR BANKING CO OF	0.21	0.19
B1	Downtown Shopping	2402016990	200	86		106 BANK ST	CARVER NANCY ELLEN	0.04	0.04
B1	Downtown Shopping	2402016796	200	87		105 PEARL ST	S & L OF SNOW HILL LLC	0.08	0.08
B1	Downtown Shopping	2402016397	200	104	A	208 WEST GREEN ST	PUSEY WILLIAM S	0.31	0.31
B1	Downtown Shopping	2402016621	200	106		COMMERCE ST	TRUSTEES OF SNOW HILL	0.09	0.08
B1	Downtown Shopping	2402016583	200	105		212 WEST GREEN ST	MAYOR AND COUNCIL	0.24	0.26
B1	Downtown Shopping	2402016427	200	96	C	202 WEST GREEN ST	BARS PROPERTIES LLC	0.18	0.18
B1	Downtown Shopping	2402016613	200	107		COMMERCE ST	TRUSTEES OF SNOW HILL	0.08	0.07
B1	Downtown Shopping	2402016702	200	69		100 PEARL ST	COUNTY COMMISSIONERS OF	0.04	0.04
B1	Downtown Shopping	2402016664	200	72		107 WEST GREEN ST	FIRST SHORE FEDERAL SAVINGS	0.10	0.11
B1	Downtown Shopping	2402017067	200	67		201 NORTH WASHINGTON ST	BAR RAB, LLC	0.05	0.13
B1	Downtown Shopping	2402016974	200	71		110 PEARL ST	PEARL 110 LLC	0.03	0.04
B1	Downtown Shopping	2402016656	200	70		104 PEARL ST	PEARL STREET OFFICES LLC	0.05	0.04
B1	Downtown Shopping	2402016907	200	65		211 NORTH WASHINGTON ST	DOUGHERTY BARBARA LEE	0.05	0.04
B1	Downtown Shopping	2402016672	200	73		101 WEST GREEN ST	RURAL INTERGRITY LAND LLC	0.19	0.14
B1	Downtown Shopping	2402017008	200	68		102 WEST MARKET ST	STURGIS SCOTT	0.03	0.02
B1	Downtown Shopping	2402017075	200	66		209 NORTH WASHINGTON ST	BAR RAB, LLC	0.13	0.05
B1	Downtown Shopping	2402016893	200	64		213 NORTH WASHINGTON ST	LARRY, MOE & CURLY, LLC	0.05	0.04
B1	Downtown Shopping	2402016842	200	50		200 NORTH WASHINGTON ST	GORDON KATHY J	0.16	0.16
B1	Downtown Shopping	2402016850	200	51		NORTH WASHINGTON ST	GORDON KATHY J	0.14	0.14
B1	Downtown Shopping	2402016699	200	49		107 EAST MARKET ST	COUNTY COMMISSIONERS OF	0.43	0.49
B1	Downtown Shopping	2402016818	200	52		204 NORTH WASHINGTON ST	GORDON KATHY J	0.22	0.22
B1	Downtown Shopping	2402016788	200	79		110 WEST GREEN ST	LAND HOLDINGS LLC	0.17	0.14
B1	Downtown Shopping	2402017083	200	74		100 WEST GREEN ST	WHEATMEARS LLC	0.04	0.03
B1	Downtown Shopping	2402016931	200	81		114 WEST GREEN ST	PAYNE AUGUSTUS W	0.04	0.04
B1	Downtown Shopping	2402016737	200	76		104 WEST GREEN ST	WHALEY RAYE GILLETTE	0.03	0.02
B1	Downtown Shopping	2402016869	200	77		106 WEST GREEN ST	GSGG PROPERTIES LLC	0.02	0.02
B1	Downtown Shopping	2402017091	200	83		120 WEST GREEN ST	WORCESTER POST 67 THE	0.05	0.05
B1	Downtown Shopping	2402016648	200	63		301 NORTH WASHINGTON ST	DEROSA ANTHONY	0.03	0.04
B1	Downtown Shopping	2402016982	200	89		107 WILLOW ST	WILLIAMS JIM LEWIS JR.	0.06	0.07
B1	Downtown Shopping	2402016958	200	82		116 WEST GREEN ST	PAYNE AUGUSTUS W	0.04	0.04
B1	Downtown Shopping	2402016885	200	90		105 WILLOW ST	NOLTE ASSOCIATES, INC	0.03	0.10
B1	Downtown Shopping	2402016680	200	75		102 WEST GREEN ST	WASHINGTON JAMES C	0.02	0.02
B1	Downtown Shopping	2402016885	200	80		112 WEST GREEN ST	NOLTE ASSOCIATES, INC	0.09	0.10
B1	Downtown Shopping	2402016826	200	62		303 NORTH WASHINGTON ST	SNOW HILL DENTAL PROPERTIES LLC	0.20	0.13

Exhibit H

B1	Downtown Shopping	2402017059	200	78		108 WEST GREEN ST	VAETH RITA ELLEN	0.02	0.02
B1	Downtown Shopping	2402017024	200	54		EAST GREEN ST	GRAYSON CROSBY LLC	0.19	0.13
B1	Downtown Shopping	2402016834	200	56		302 NORTH WASHINGTON ST	AUSTIN HARVEY W &	0.12	0.12
B1	Downtown Shopping	2402016729	200	60		312 NORTH WASHINGTON ST	LAWSON BARRY R	0.06	0.05
B1	Downtown Shopping	2402017016	200	55		300 N WASHINGTON ST	GRAYSON CROSBY LLC	0.28	0.28
B1	Downtown Shopping	2402027763	200	57		306 NORTH WASHINGTON ST	UNITED POST OFFICE	0.34	0.33
B1	Downtown Shopping	2402016753	200	58		NORTH WASHINGTON ST	DYPSKY DAVID K	0.25	0.25
B1	Downtown Shopping	2402016966	200	59		310 NORTH WASHINGTON ST	DYPSKY DAVID K	0.27	0.27
B1	Downtown Shopping	2402016923	200	53		EAST GREEN ST	MAYOR & COUNCIL OF SNOW HILL	1.08	1.06
B1	Downtown Shopping	2402037599	200	0094A	2	WILLOW ST	CREEK PROPERTIES LLC	1.65	1.64
B1	Downtown Shopping	2402016575	200	0094A	1	301 COMMERCE ST	CREEK PROPERTIES LLC	1.59	1.59
B1	Downtown Shopping	2402016249	200	136		WILLOW ST	CREEK PROPERTIES LLC	0.95	0.74
B1	Downtown Shopping	2402030896	200	94	B	201 RIVER ST	CREEK PROPERTIES LLC	0.91	0.91
B1	Downtown Shopping	2402026279	200	95		305 BANK ST	SNOW HILL RIVERFRONT LIMITED	0.42	0.42
B1	Downtown Shopping	2402025876	200	93		100 RIVER ST	PORTER MILL PROPERTIES LLC	0.20	0.12
B1	Downtown Shopping	2402016761	200	91		309 NORTH WASHINGTON ST	PNC BANK NATIONAL ASSOCIATION	0.37	0.30
B2	General Commercial	2402019965	201	239		433 WEST MARKET ST	TIDEWATER DISTRIBUTION CENTER LLC	1.39	1.57
B2	General Commercial	2402019973	201	240		411 TINGLE ST	TIDEWATER DISTRIBUTION CENTER LLC	0.33	0.34
B2	General Commercial	2402018969	201	249		431 WEST MARKET ST	FAMILY SERVICE CENTER INC	0.62	0.88
B2	General Commercial	2402018934	201	250		429 WEST MARKET ST	IJAZ MOHAMMAD &	0.34	0.36
B2	General Commercial	2402024977	201	198		422 WEST MARKET ST	424 MARKET STREET MARYLAND LLC	3.04	3.04
B2	General Commercial	2402026678	201	197		420 WEST MARKET ST	D & D PARTNERSHIP	0.25	0.26
B2	General Commercial	2402024926	201	195		418 WEST MARKET ST	FREE INDEED BAPTIST MINISTRIES INC	2.86	2.00
B2	General Commercial	2402025930	201	200		428 WEST MARKET ST	428 MARKET-MARYLAND LLC	0.60	0.61
B2	General Commercial	2402024861	201	201		430 WEST MARKET ST	HARRISON ENTERPRISES	5.21	4.05
B2	General Commercial	2402024985	201	199		426 WEST MARKET ST	GUJJAR MOHMMAD RIAZ	0.48	0.48
B2	General Commercial	2402017202	201	194		416 WEST MARKET ST	NIXON MARK ALAN SR & PAMELA C	2.08	2.40
B2	General Commercial	2402017709	201	262		427 WEST MARKET ST	MAYOR & COUNCIL OF SNOW HILL	0.42	0.48
B2	General Commercial	2402024586	200	939		308 EAST MARKET ST	PATEL TARAK Y	1.39	0.92
B2	General Commercial	2402005670	55	3		5564 EAST MARKET ST	MT SINAI HOLY CHURCH	1.24	1.12
B2	General Commercial	2402005263	55	14		EAST MARKET ST	PAUL M JONES LUMBER COMPANY INC	6.17	5.97
B2	General Commercial	2402030837	55	59	1	5616 EAST MARKET ST	MCDONALD'S CORPORATION	0.88	0.88
B2	General Commercial	2402032104	55	59	4	5600 EAST MARKET ST	DOLGENCORP INC.	1.07	1.07
B2	General Commercial	2402004747	55	59		5610 EAST MARKET ST	HAMAD MUHANAD M & KHITAM HAMAD	1.73	1.73
B2	General Commercial	2402030829	55	59	3	EAST MARKET ST	HAMAD MUHANAD M & KHITAM HAMAD	5.49	5.49
B2	General Commercial	2402026368	201	513		SOUTH CHURCH ST	SCARBOROUGH PAUL D JR & BETTY J	1.38	1.08
B2	General Commercial	2402021889	201	513		503 SOUTH CHURCH ST	SCARBOROUGH, PAUL D. JR	1.34	1.16
B2	General Commercial	2402017512	201	263		425 WEST MARKET ST	MAYOR & COUNCIL OF SNOW HILL MD	0.25	0.25
M2	Heavy Industrial	2402024004	200	900		TIMMONS ST	DERRICKSON ENTERPRISES LLC	0.53	0.55
M2	Heavy Industrial	2402023997	200	899		SOUTH BAY ST	DERRICKSON ENTERPRISES LLC	0.15	0.15
M2	Heavy Industrial	2402023881	200	894		SOUTH BAY ST	MARYLAND & DELAWARE	1.27	3.00
M2	Heavy Industrial	2402023946	200	901		304 TIMMONS ST	BIRCKHEAD NICOLLE BEATRICE	0.24	0.20

Exhibit H

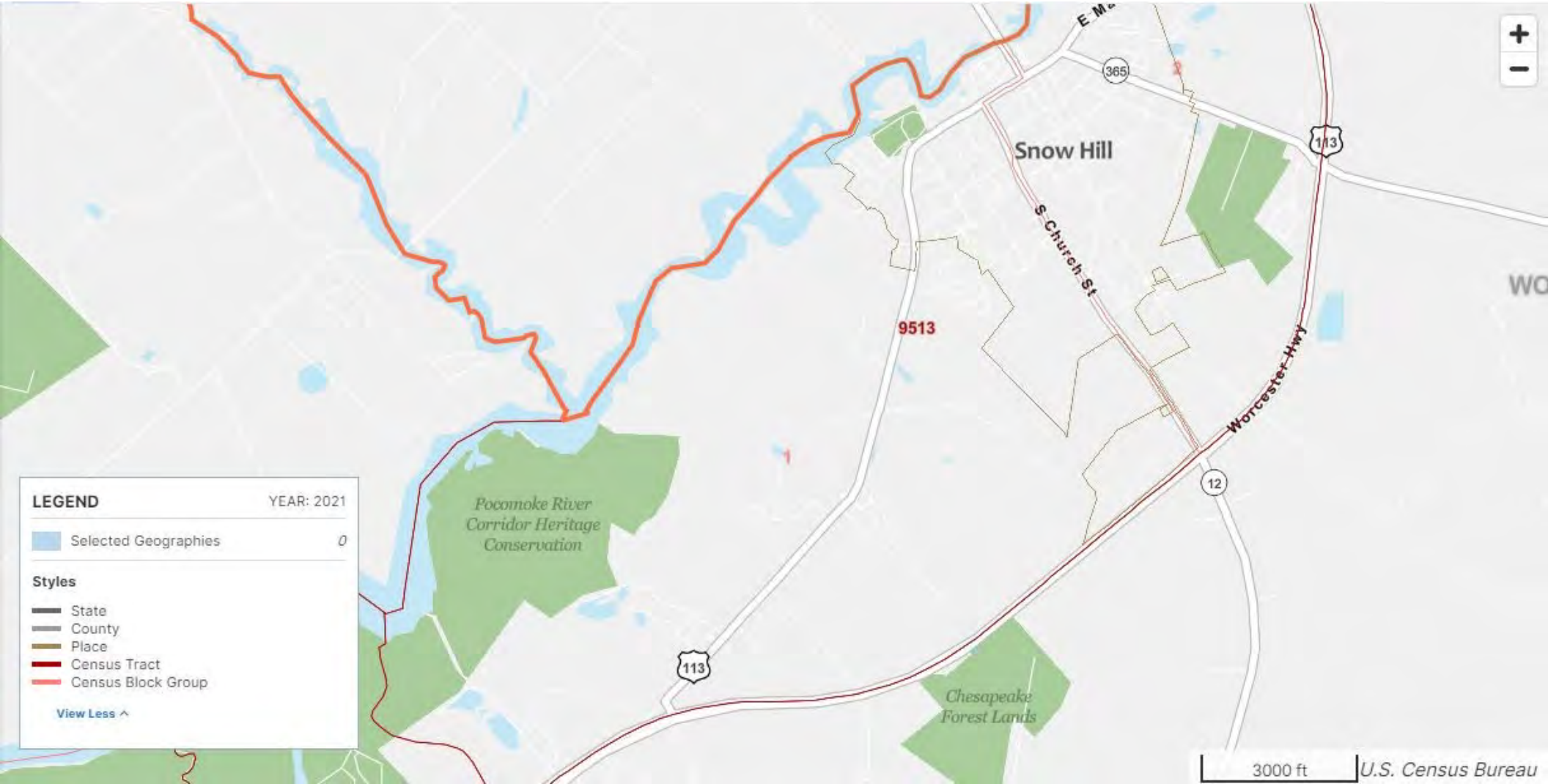
M2	Heavy Industrial	2402025914	200	897		SOUTH BAY ST	HOLLY FARMS POULTRY	0.88	0.83
M2	Heavy Industrial	2402024012	200	903		308 TIMMONS ST	HELENA CHEMICAL COMPANY	1.57	1.49
M2	Heavy Industrial	2402023970	200	896		207 SOUTH BAY ST	HOLLY FARMS POULTRY	2.40	1.92
M2	Heavy Industrial	2402023962	200	902		306 TIMMONS ST	EASTERN SHORE GAS CO	0.62	0.68
M2	Heavy Industrial	2402024896	200	893		HOLLY CT	HOLLY FARMS POULTRY	12.72	12.00
M2	Heavy Industrial	2402023954	200	895		SOUTH BAY ST	DELMARVA POWER &	0.37	0.58
M2	Heavy Industrial	2402023989	200	898		203 SOUTH BAY ST	DERRICKSON ENTERPRISES LLC	0.19	0.24
M2	Heavy Industrial	2402028905	200	1646		312 TIMMONS ST	JOHNSON CLARENCE E	0.20	0.20
M2	Heavy Industrial	2402024039	200	905		TIMMONS ST	SHARPGAS INC	1.46	1.40
M2	Heavy Industrial	2402024020	200	904		HOLLY CT	EASTERN SHORE GAS	0.47	0.23
M2	Heavy Industrial	2402024403	200	947		324 EAST MARKET ST	PAUL M JONES	0.25	5.00
M2	Heavy Industrial	2402025000	200	948		324 EAST MARKET ST	PAUL M JONES	0.60	0.25
M2	Heavy Industrial	2402024047	200	906		314 TIMMONS ST	YOUNG, BRUCE M. & NANCY S.	0.83	0.83
M2	Heavy Industrial	2402024403	63	11		324 EASTMARKET ST	PAUL M JONES LUMBER CO	4.19	5.00
M2	Heavy Industrial	2402007207	63	95		5400 HOLLY CT	COUNTY COMMISSIONERS OF	25.22	24.62
HC	Highway Commercial	2402007169	63	157		SNOW HILL RD	COASTAL VENTURE PROPERTIES LLC	27.80	27.80
M1	Light Industrial	2402021242	200	708		214 SOUTH COLLINS ST	ROYAL PLUS LLC	0.99	1.07
M1	Light Industrial	2402021269	200	709		109 BELT ST	ROYAL PLUS LLC	0.37	0.37
M1	Light Industrial	2402022702	200	693		213 BELT ST	JOHN B COLEMAN TRUCKING, LLC	1.13	1.13
M1	Light Industrial	2402022257	200	701		207 SOUTH COLLINS ST	WISE STEPHANIE	0.23	0.22
M1	Light Industrial	2402022567	200	740		203 HEARNE ST	DASHIELL DANIEL	0.14	0.13
M1	Light Industrial	2402022222	200	700		201 SOUTH COLLINS ST	ROYAL PLUS LLC	6.63	6.53
M1	Light Industrial	2402030640	200	876	3	212 SOUTH BAY ST	MCKEEN CRAIG A & SUZANNE L	0.28	0.28
M1	Light Industrial	2402023288	200	875		SOUTH BAY ST	HOLLY FARMS POULTRY	0.86	1.06
M1	Light Industrial	2402023296	200	874		SOUTH BAY ST	HOLLY FARMS POULTRY	1.09	1.05
M1	Light Industrial	2402024632	200	914		307 TIMMONS ST	SCHULTZ, FREDERICK E. JR., &	0.53	0.60
M1	Light Industrial	2402024683	200	915		305 TIMMONS ST	SMITH CARL B & TERRI STEVENS	0.48	0.73
M1	Light Industrial	2402027291	200	916		311 TIMMONS ST	SCHUMEYKO TONY	1.71	1.00
M1	Light Industrial	2402024616	200	913		309 TIMMONS ST	MOYER BAMBI W	1.00	1.00
M1	Light Industrial	2402024330	200	911		TIMMONS ST	SNOW HILL GRAIN INC	5.78	5.63
M1	Light Industrial	2402024578	200	940		310 EAST MARKET ST	REET REET INC	1.46	1.23
M1	Light Industrial	2402026260	63	11		324 EAST MARKET ST	PAUL M JONES LUMBER CO	21.88	15.50
M1	Light Industrial	2402022710	200	691		BELT ST	TRUITT KAREN L	2.25	2.25
M1	Light Industrial	2402022729	200	692		BELT ST	TRUITT KAREN L	0.12	0.12
M1	Light Industrial	2402030187	200	657	A	BELT ST	MAYOR & COUNCIL OF SNOW HILL MD	0.19	0.19
M1	Light Industrial	2402024543	200	658		202 BELT ST	STORER CABLE COMM OF DELMARVA INC	1.71	1.71
M1	Light Industrial	2402022117	200	657	B	200 BELT ST	MAYOR & COUNCIL OF SNOW HILL MD	0.63	0.63
R1	Low Density Residential	2402024462	200	47		201 EAST MARKET ST	KNUDSEN LAURITZ K & SUSANNE G	1.83	2.15
R1	Low Density Residential	2402026341	200	40		EAST MARKET ST	MARYLAND & DELAWARE	0.27	3.81
R1	Low Density Residential	2402025922	200	48		106 EAST GREEN ST	ADCOCK JAMES B &	0.59	0.23
R2	Medium Density Residential	2402024268	200	41		301 EAST MARKET ST	SMITH TERRI STEVENS & CARL B	0.39	0.33
R2	Medium Density Residential	2402024217	200	39		303 EAST MARKET ST	TGSL LLC	10.62	10.12

Exhibit H

R2	Medium Density Residential	2402005263	55	14		EAST MARKET ST	PAUL M JONES LUMBER COMPANY INC	12.28	5.97
R2	Medium Density Residential	2402024284	200	38		305 EAST MARKET ST	AUSTIN HARVEY W &	0.20	0.20
R2	Medium Density Residential	2402024225	200	938		EAST MARKET ST	TAYLOR DEAN E	0.13	0.14
R2	Medium Density Residential	2402019779	200	574		107 WEST FEDERAL ST	GLASCOX, JAMES D. II & SHERRY L.	1.78	2.35
R2	Medium Density Residential	2402018292	200	410		112 NORTH CHURCH ST	TEALANE LLC	0.74	0.74
Road	Road							15.94	22.51
Road	Road							2.32	0.00
							Total:	230.11	227.22

Snow Hill Census Tract Map

Exhibit I



NarrativeEconomic, social and demographic nature of the Zone

The Town of Snow Hill was chartered in 1686. With 337 years of history, it is designated as a Maryland Historic District. As is the case with many rural historic communities, the Town faces many economic challenges from high poverty and unemployment rates, few job opportunities and “brain-drain” resulting in a limited workforce. With a population of 2,156, 22.8 percent of the community are in poverty and 11 percent are unemployed, only 42.7 percent of those over 25 years old, have a high school diploma or equivalent and less than a quarter, 23.7 percent, have a bachelor’s degree or higher. The largest industry cluster in Snow Hill is educational services, health care and social assistance at 20.6% of jobs. The median household income is \$50,069 compared to a State-wide median household income of \$91,431 and a national median household income of \$70,784. 2021 Census Data also reports that of the 1,024 housing units, only 878 are occupied. Further, the median home value is \$164,400, substantially less than the State median value of \$338,500.

Despite these depressing statistics, Snow Hill’s community remains determined to achieve revitalization. With active revitalization programs, Snow Hill is a designated Arts and Entertainment District, Art’s on the River, and has a robust Main Street program. The two programs often work in tandem to leverage financial and labor resources. Together, they host the First Friday Arts on the River Street festival, which occurs each month March through December; Dancing Under the Stars, a music centered event each third Saturday May through August. Arts on the River organizes an annual Blues Jam in the fall and A Dicken’s Weekend in December, an immersive experience of early twentieth century life based on Charles Dicken’s a Christmas Carol. Downtown Snow Hill Inc, 501-c3 non-profit Main Street affiliate organization organizes Hunt for the Heart a downtown business promotional activity, a Halloween Parade, Santa Saturday and collaborates with the Worcester County Parks and Recreation Department to provide ice skating on their mobile synthetic ice rink in Sturgis Park. The Snow Hill Chamber of Commerce hosts two large events: The Oyster Roast in the Spring and The Seafood Festival in the Fall. Each event brings nearly 1,000 people to the downtown area. The Blessing of the Combines is organized by a local family and some of their friends each August and attracts approximately 5,000 people. The 2025 Blessing of the Combines will be the 25th annual event. Through collaboration between Downtown Snow Hill Inc, Arts on the River and the Snow Hill Area Chamber of Commerce, the Snow Hill Independence Day celebration has been combined with the July First Friday celebration for one large event. 2022 was the second year taking this collaborative approach and the event brought nearly 2,500 people to the Downtown and Sturgis Park.

Both programs have been successful in installing outdoor art including a butterfly mural, a “Port of Snow Hill” mural, the Bank Street fence mural (painted by Snow Hill Middle School art students), and restoration of the G.M. Dryden Merchandise ghost sign. Downtown Snow Hill has collaborated with the Town to produce a Bank Street Promenade design which will create a safe, attractive and engaging thoroughfare between the downtown commercial district and the Pocomoke River, which is a Maryland Designated Wild and Scenic River, at Sturgis Park. It is through countless volunteer hours in the past ten years and the will of its community to see Snow Hill meet its full potential that these accomplishments have been possible. This speaks to the ripeness of the time and location for continued Economic Development.

Data Source: U.S. Census Bureau

https://data.census.gov/profile/Snow_Hill_town,_Maryland?g=160XX00US2473075

Economy of the Zone

Snow Hill is the Worcester County Seat and as such homes many government offices and the Circuit and District Courts. There are five schools within the incorporated limits of the Town, Snow Hill Elementary, Middle and High Schools, Cedar Chapel Special School and Snow Hill Christian Nursery School. Less than 5 miles away is the Worcester County Technical High School. The Snow Hill Branch of the Worcester County Library is located in the Downtown and providing lectures, cultural presentations, and children's programs throughout the year. These entities result in a significant amount of traffic during the week. Unfortunately, because we do not have a critical mass of businesses, our commercial districts are not able to adequately meet the needs of these commuters, our visitors, or our residents. Our residents are forced to travel to neighboring towns for goods and services. This indicates a depressed economy and effects our ability to attract new businesses and residents and to encourage visitors to return. The result of this is a decline in appearance as well as structural integrity of many of our buildings, business closures and, ultimately, a declining tax base.

In the B1 Downtown Historic Commercial District there are a total of 58 commercial units; 18 of these units, or 31 percent, are either vacant or being used as low-cost storage. The high cost of renovation to make a unit commercially operable compared to the possible return of what a business in Snow Hill could afford deters property owners from upgrading the spaces, reinforcing the advantage to offer low-rate storage options. However, the misuse of these commercial properties contributes to the decline of the downtown and the Town as a whole. These storage-use buildings continue to deteriorate at nearly the same rate as vacant buildings, contribute to blight, and often deter foot traffic flow. Outside of the downtown, in the B-2, HC, M-1 and M-2 zones, 22% of the properties are vacant lots. Enterprise Zone benefits will make these lots attractive for commercial infill development.

Goals, Objectives & Proposed Outcomes

The Goal of the Enterprise Zone designation will be to restore Economic Vitality to the Town of Snow Hill. This goal will be accomplished through the following objectives:

- Support and foster growth of existing businesses
- Attract new businesses to Snow Hill
- Create more job opportunities and decrease the unemployment rate
- Increase the Town's assessable tax base
- Increase goods and services that attract new residents and meet the needs of existing residents
- Increase the Town's median income
- Connect residents with training and educational opportunities that will enhance their employability
- Improve the Town's position as a center of commerce and a tourism destination
- Increase commercial infill development and renovate existing buildings to optimize use

Existing and Proposed Development Projects

The Town has a number of capital improvement projects underway to strengthen the sustainability and attractiveness of the community and support development. Snow Hill, like so many rural communities, suffers from an aging infrastructure, with particular challenges with water quality and waste water treatment systems. To address some of these concerns the Town has

Local Standards

The Town of Snow Hill will require no local standards. We will adhere to the State standards already in place for certification of Enterprise Zone businesses. Since the proposed Enterprise Zone encompasses the commercial and industrial zones, benefiting properties will necessarily adhere to zoning and building standards as described in our Town Code.

Additional Incentives

With a business-friendly culture there are a number of additional incentives for businesses to locate in our proposed Enterprise Zone.

- Maryland Designated Arts and Entertainment District which provides income tax, admission and amusement tax and property tax incentives for artists and art enterprises.
- Sustainable Community Designation which makes the town eligible for a number of revitalization focused grants including the Community Legacy Grant which can be used for capital improvements to commercial properties.
- Within a VLT funding zone where eligible businesses may qualify for low interest loans funded by game taxes derived from local casinos. Priority funding to women, minority and disadvantaged entrepreneurs
- Expedient and expeditious support from Town staff and elected officials to assist with navigating the process of opening a new business including but not limited to site selection, funding opportunities, and permitting through the towns Director of Economic Development and Code Enforcement Officer.
- Affordable property, taxes and utilities.
- Safe environment with top tier public safety organizations.
- Premier natural resources that promote and attract outdoor recreation such as the Pocomoke River and Pocomoke Forest. Close proximity to other recreation destinations including Shad Landing and Milbourn Landing Camp Grounds, Ocean City and Furnace Town Outdoor Museum.
- Centrally located to large metropolitan areas such as Baltimore, Washington D.C. and Philadelphia.
- The Town fronts two major transportation arteries, MD Rt 12 and US Rt 113. US Rt 113 has recently been dualized, nearly doubling traffic volumes which pass directly by Snow Hill. The Salisbury Airport is only 18 miles from Snow Hill. Water transportation is also available on the Pocomoke River, which feeds directly to the Chesapeake Bay.
- Support and assistance from the Worcester County Economic Development and Tourism Office.
- Additional State of Maryland and Federal Government incentives would be available for qualifying businesses through programs such as USDA, SBA, and CDBG.

Education and Training Opportunities

The Town of Snow Hill, with limited staffing and funding resources, does not have the capacity to offer formal education and training opportunities. However, by partnering with the Worcester County

Department of Economic Development and Tourism, the Town is able to direct employers and employees to Federal, State and local education and training opportunities tailored to best meet the needs of each business. Recently, this department has hired a Workforce Specialist, whose focus is connecting workers with employers, strengthening the talent pipeline, and navigating the course of apprenticeships and work studies.

The Lower Shore Workforce Alliance is also a local resource to which we will direct prospective workers. There, they will obtain training and counseling to help them become more marketable and further their career goals.

Through a grass-roots approach, partnerships with local organizations such as the Chamber of Commerce and Downtown Snow Hill, Inc. the employers can receive support, advice, and often solutions to operational needs through peer support and focused initiatives.

Management Plan

The Town of Snow Hill will be responsible for the administration of the Enterprise Zone including preparation of all state reports, outreach and marketing to prospective and existing businesses, documentation certifying eligibility of businesses in the Zone and financial record keeping. The Director of Economic Development, Lorissa McAllister, will be responsible for these tasks of administration with assistance by the Town Clerk and Finance Manager as appropriate and with direct reporting to the Town Manager, Rick Pollitt. Policy decisions will be made by Mayor and Council as needed.

Businesses will apply for certification by completing the Town of Snow Hill, Maryland Enterprise Zone Qualification Application, a copy of which is attached to this application as **Exhibit J**. Ms. McAllister will review applications for compliance with Enterprise Zone standards and will make a recommendation for action to Mayor and Council, who will approve or deny the application. Determination letters will be sent to the applicant and approved projects will be forwarded to the Maryland Department of Assessment and Taxation for benefits to be applied. Ms. McAllister will process and record all necessary documentation and file annual reports.

Benefits of the Enterprise Zone will be marketed to potential and existing businesses through printed materials, the Town's website and on social media platforms. These incentives will be added to the Town's Economic Opportunity brochure and a dedicated rack card will be created for easy dissemination. The Worcester County Economic Development and Tourism Office will assist the town in outreach as well. The Zone will also be included in their promotional literature including the Community Profile and Brief Economic Facts.

Justification for size of proposed boundary exceeding 160 acres

The proposed boundary for Enterprise Zone designation includes all of the Commercial Zones in Snow Hill: the B1 Downtown Historic Commercial, B-2 General Commercial, HC Highway Commercial, M-1 Light Industrial and M-2 Heavy Industrial totaling 230.11 acres. Snow Hill, with such a small footprint and town-wide distressed economy makes the inclusion of all of these sites necessary. The incentives created for the parcels in this designated zone will encourage renovation of properties in need, attraction of new businesses and growth of existing businesses as well as new construction. Twenty-two percent of the Commercial parcels outside of the downtown are empty lots, poised for new construction and new businesses!



**Town of Snow Hill, Maryland
Enterprise Zone Qualification Application**

Business applying for Enterprise Zone Benefits

Name of Business: _____

Point of Contact: _____ Title: _____

Premise Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Please provide the following property information for which benefits are being sought.

Address: _____ City: _____ State: _____ Zip: _____

Tax Map #: _____ Tax Parcel #: _____ Tax Number (10 digit): _____

Name of Property Owner: _____

Address of Property _____

Owner: _____ City: _____ State: _____ Zip: _____

Approximate size of property: _____ Acres

Approximate size of existing building: _____ Sqft

Please provide the following information about the business for which you are applying for benefits.

Is the business currently located in the Enterprise Zone? ___ Yes ___ No

If yes, since what year? _____

Is the business relocating from another place? ___ Yes ___ No

If yes, where was the business previously located? _____

Other locations, if any.

Is the business a new start-up? ___ Yes ___ No



Describe the business' primary and secondary products or services that are or will be produced at the facility for which you are applying for benefits.

Please provide the following information regarding the proposed projects for which benefits are being sought.

The proposed project is (check one or both) _____ New Construction _____ Rehabilitation

Project Start Date: _____ Expected Completion Date: _____

Description of Project:

Land Acquisition: Acres: _____ Costs to Acquire: _____

New Construction: Sqft: _____ Cost to Construct: _____

Machinery and Equipment (for informational purposes only):

Employment Impact

Current number of Employees in proposed zone (for existing businesses only):

Total: _____ Full Time: _____ Part Time: _____

New Jobs to be created with in Enterprise Zone from him Project?

Total: _____ Full Time: _____ Part Time: _____

Hourly wage for typical new job (without benefits): _____

Additional costs of benefits provided (per each employee): _____

Signature

Signature of individual completing this form: _____ Date: _____

Typed or Printed Name: _____ Title: _____

Submit completed application to:

**Enterprise Zone Administrator
Town of Snow Hill, Maryland
103 Bank Street, Snow Hill, MD
lmcallsiter@snowhillmd.com**

Evidence and Certification of Public Hearing

A public hearing was held on March 28th, 2023 at 4:30 pm at the Old Fire House located at 212 W. Green Street, Snow Hill, Maryland 21863. Notice to the public was published in three local news papers the weeks of March 13th and March 20th. Please find attached a copy of the notice, **Exhibit K**. There is also attached an attendee sign-in sheet from the meeting, indicating anyone who wished to speak. At this meeting, the Mayor and Council adopted Resolution 2023-01, attached to this application, to declare the proposed boundary as the 2023 designated Enterprise Zone, pending approval of application by the Maryland Department of Commerce.

having an objection to the probate of the will shall file their objections with the Register of Wills within six months after the date of publication of this Notice.

All persons having claims against the decedent must serve their claims on the undersigned personal representative or file them with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Thirty days after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claim within thirty days from the mailing or other delivery of the notice. Any claim not served or filed within that time, or any extension provided by law, is unenforceable thereafter.

Lisa Louise Johnson
Personal Representative
True Test Copy
Register of Wills for
Worcester County
Terri Westcott
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074

Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 16, 2023

OCD-3/16/1t

ERICA M WITZ ESQ
WEBB, CORNBROOKS, WILBER,
DOUSE, MATHERS & ILLUMIN
115 BROAD STREET,
P.O. BOX 910
SALISBURY, MD 21803-0910

NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS

To all persons interested in the estate of **RAYMOND DANIEL WHEALIN** Estate No. 19623 Notice is given that **LINDA C. WHEALIN** whose address is **648 NE 25TH STREET, GRESHAM, OR 97030** was on **MARCH 13, 2023** appointed Personal Representative of the estate of **RAYMOND DANIEL WHEALIN** who died on **FEBRUARY 10, 2023** with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the **13th** day of **SEPTEMBER, 2023**.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this

published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

TERRI WESTCOTT, Register of Wills for Worcester County ONE W MARKET STREET ROOM 102 - COURT HOUSE SNOW HILL, MD 21863-1074
OCD-3/16/3t

NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS

To all persons interested in the estate of **ROBERT LEE HILL** Estate No. 19618 Notice is given that **LISA FRITTS** whose address is **27050 CROOKED OAK LANE, HEBRON, MD 21830** and **WAYNE JESTER** whose address is **3023 JOHNSON ROAD, POCOMOKE CITY, MD 21851** were on **MARCH 07, 2023** appointed Personal Representative of the estate of **ROBERT LEE HILL** who died on **FEBRUARY 28, 2023** with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the **7th** day of **SEPTEMBER, 2023**.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

TERRI WESTCOTT, Register of Wills for Worcester County ONE W MARKET STREET ROOM 102 - COURT HOUSE SNOW HILL, MD 21863-1074
OCD-3/16/3t

REGAN J.R. SMITH ESQ
WILLIAMS, MOORE, SHOCKLEY & HARRISON LLP
3509 COASTAL HIGHWAY
OCEAN CITY, MD 21842

NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS

Estate No. 19625
TO ALL PERSONS INTERESTED IN THE ESTATE OF
CAROL JOHNSTON CADOGAN
Notice is given that Julie M. Tuck, 501 S. Center Street, Ashland, VA 23005, was on March 10, 2023 appointed Personal Representative of the estate of Carol Johnston Cadogan who died on April 24, 2022, without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 10th day of September, 2023.

Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

Julie M. Tuck
Personal Representative
True Test Copy
Terri Westcott
Register of Wills for
Worcester County
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074

Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 16, 2023

OCD-3/16/3t

NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS

Estate No. 19619
TO ALL PERSONS INTERESTED IN THE ESTATE OF
BERNARD J. JONES

Notice is given that Nicholas J. Jones, 405 Holly Road, Edgewater, MD 21037, was on March 08, 2023 appointed Personal Representative of the estate of Bernard J. Jones who died on February 20, 2023, with a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment (or to the probate of the decedent's will) shall file their objections with the Register of Wills on or before the 8th day of September,

ITEM 39

ber, 2023.
Any person having a claim against the decedent must present the claim to the undersigned personal representative or file it with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death; or

(2) Two months after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claim will be barred unless the creditor presents the claims within two months from the mailing or other delivery of the notice. A claim not presented or filed on or before that date, or any extension provided by law, is unenforceable thereafter. Claim forms may be obtained from the Register of Wills.

Nicholas J. Jones
Personal Representative
True Test Copy
Terri Westcott
Register of Wills for
Worcester County
One W. Market Street
Room 102 - Court House
Snow Hill, MD 21863-1074

Name of newspaper designated by personal representative:
Ocean City Digest
Date of publication:
March 16, 2023

OCD-3/16/3t



NOTICE OF PUBLIC HEARING

The Mayor and Council of Snow Hill will conduct a public hearing to obtain views on Resolution No. 2023-01 that will be introduced and approved on March 28th, 2023, regarding designation of an Enterprise Zone in the Town of Snow Hill, Maryland.

The hearing will be held on Tuesday, March 28th, 2023 at 4:30 pm at the Old Fire House located at 212 W. Green Street, Snow Hill, Maryland 21863. Attendees will be asked to sign in with their names and addresses.

Written public comments may be submitted in care of the Town Manager to: Mayor and Council of Snow Hill, 103 Bank Street, Snow Hill, Maryland 21863.

OCD-3/16/2t

SMALL ESTATE NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS ESTATE NO. 19574 TO ALL PERSONS INTERESTED IN THE ESTATE OF WINNIE GRACE BELOTE

Notice is given that James Taylor, 622 Oxford Street, Pocomoke City, MD 21851, was on March 08, 2023 appointed personal representative of the small estate of Winnie Grace Be-

Redesignation Requirements

Evaluation of the history and benefits of the existing zone

Snow Hill was approved designation of 226.42 acres as an Enterprise Zone in 2012 by what was then the Maryland Department of Business and Economic Development. Over the past five years there has been a tremendous amount of employee turn over and unfortunately the Enterprise Zone program has not received the attention to detail required to maximize the advantage of this designation. There has been one business, Synepuxent Company, LLC to utilize the benefits available as a qualifying business. In this vein, Snow Hill's designation lapsed in October of 2022.

While benefits of our Enterprise Zone have not been maximized in the recent past, the Town of Snow Hill has created a new position, Director of Economic Development to improve the vitality and economic fortitude of Snow Hill. One of the functions of this new position is to help businesses become aware of existing incentives and understand how to take advantage of the opportunities and to manage the programs so that they are administered effectively, efficiently and appropriately.

This comes at a perfect time as Snow Hill is embarking on a number of initiatives that have and will continue to attract new businesses. Installation of fiber optics and investments in community building assets such as the Snow Hill Bikeways project and Bank Street Promenade will increase our appeal for new businesses and residents alike. Since our designation lapsed five months ago, we have had two new businesses reach out to obtain certification. There are, without promotion of this program, nearly ten current capital improvement projects that would qualify for benefits.

Snow Hill is poised for additional growth and development and as a designated Arts and Entertainment District, Priority Funding Area, and Sustainable Community, re-designation of our Enterprise Zone will only bolster our toolbox towards realizing our potential.

Explanation of deletions of parcels in proposed boundary

There are seven parcels to be excluded from the 2012 designated boundary. These parcels are not included because they are situated in residential zones and are not operating as businesses.

Explanation of additions of parcels in proposed boundary

There are seven parcels that have been added to the newly proposed boundary. These parcels have, since our 2012 designation, been included within commercial zones or have received special exemption to operate a business.

Comparison of economic development strategy

The core strategy of new business attraction and existing business retention will remain the same. Our 2025 Revitalization Plan and 2010 Comprehensive Plan both indicate a focus on filling vacancies downtown and targeting clean manufacturing and technology businesses to Snow Hill. With the upcoming installation of fiber optics, we will be able to leverage this new access to support the goal of attracting these industries.

RESOLUTION NO. 23-__
RESOLUTION CONSENTING TO SNOW HILL ENTERPRISE ZONE

Recitals

- A. The State of Maryland has passed legislation providing for the designation of Enterprise Zones in political subdivisions of the State;
- B. The Town of Snow Hill has made application to the Maryland Department of Commerce to designate 230.11 acres within the Town as an Enterprise Zone and as shown on the attached Exhibit A;
- C. The Town Council of Snow Hill, Maryland has requested that the County Commissioners consent to the designation of the area as the Town of Snow Hill's "Enterprise Zone."

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Commissioners consent to the designation of 230.11 acres within the Town of Snow Hill, in Worcester County, Maryland as an "Enterprise Zone" as shown on the attached map marked Exhibit A.

DRAFT

PASSED AND ADOPTED this _____ day of _____, 2023:

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Eric J. Fiori, Commissioner

Theodore J. Elder, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

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 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
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

April 10, 2023

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (26).

Please Note: Commission For Women – 2 available for reappointment – Colson and Phillips (see attached letters). There is one candidate available for nomination – (see attached)

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners

Commissioner Purnell – You have fulfilled all board positions, Thank you!

Commissioner Bunting - You have Two (2) positions open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott - You have fulfilled all board positions, Thank you!

Commissioner Mitrecic - You have One (1) position open:

- Jake Mitrecic – Resigned – Housing Review Bd.

Commissioner Elder - You have Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - 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 Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Mary “Liz” Mumford -Tenure Expired -Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term Ended -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Ended-Dec. 21 - Keith Swanton
- **(7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
 - (2) Term Ending-** Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.) **Both Available For Reappointment**
 - (2) Tenure Ending** - Mary Mumford (At-Large) and Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

District 1 – Abbott Thank You, all of your boards are complete.

District 2 -Purnell Thank You, all of your boards are complete.

District 3 – Fiori
 p.14 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.14 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.14 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor
 p.14 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 14 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 15 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
 p. 16 Elizabeth Rodier -Term Ended- Commission for Women
 p. 16 Mary “Liz” Mumford -Term Ended- Commission for Women

District 4 -Elder
 p.13 George Dix – Term Ended – Solid Waste Adv. Bd.
 p.16 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino
 p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.
 p.9 J. T. Novak – Term Ending – Bd. Of Electrical Examiners

District 6- Bunting
 p. 10 David Deutsch– Ethics Board
 p. 16 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.11 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

p. 4- (5)-Adult Public Guardianship Board- (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.

p. 7 - (1) -Drug and Alcohol Abuse Council – (1) (Passing of Dr. Cragway, Jr),

p. 12 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-
 Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)

p. 14 - (5) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.

p. 15- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton

p. 16 - (7) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori)
 Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.

(2) Term Ending- Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)
Available for Reappointment

(2) Tenure Ending - Mary Mumford (At-Large) and Hope Carmean (Elder)

p. 18-24 - Two Reappointment Letters and an Interest/Nomination Letter

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16 -19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD (Continued)

Prior Members:

Since 1972

Dr. Donald Harting
 Maude Love
 Thomas Wall
 Dr. Dorothy Holzworth
 B. Randall Coates
 Kevin Douglas
 Sheldon Chandler
 Martha Duncan
 Dr. Francis Townsend
 Luther Schultz
 Mark Bainum
 Thomas Mulligan
 Dr. Paul FloryBarbara Duerr
 Craig Horseman
 Faye Thornes
 Mary Leister
 Joyce Bell
 Rannolph Barr
 Elsie Briddell
 John Sauer
 Dr. Timothy Bainum
 Ernestine Bailey
 Terri Selby (92-95)
 Pauline Robbins (92-95)
 Darryl Hagey
 Dr. Ritchie Shoemaker (92-95)
 Barry Johansson (93-96)
 Albert Straw (91-97)
 Nate Pearson (95-98)
 Dr. William Greer, III (95-98)
 Rev. Arthur L. George (95-99)
 Irvin Greene (96-99)
 Mary Leister (93-99)
 Otho Aydelotte, Jr. (93-99)
 Shirley D'Aprix (98-00)
 Theresa Bruner (91-02)
 Tony Devereaux (93-02)
 Dr. William Krone (98-02)
 David Hatfield (99-03)
 Dr. Kimberly Richardson (02-03)
 Ina Hiller (91-03)
 Dr. David Pytlewski (91-06)
 Jerry Halter (99-06)
 Dr. Glenn Arzadon (04-07)
 Madeline Waters (99-08)
 Mimi Peuser (03-08)
 Dr. Gergana Dimitrova
 (07-08)Carolyn Cordial (08-13)
 June Walker (02-13)
 Bruce Broman (00-14)
 Lori Carson (13-14)

Pattie Tingle (15-16)
 The Rev. Guy H. Butler
 (99-17)Debbie Ritter (07-17)
 Dean Perdue (08-17)
 Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Reference: 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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
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

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	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

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, 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

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenny (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = 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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
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	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00- 20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 40

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
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

Prior Members:

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)

Since 2009

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)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

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 - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
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

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr (00-14)	
	Robert Clarke (11-15)	

* = 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:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Abbott	Pocomoke City	17-20, 20-23 21-24
Kris Heiser	Public Safety – State Attorney Office		(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

- | | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Vyoletus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | Vanessa Alban (17-22) |
| Teresa Hammerbacher ^c (95-98) | Linda C. Busick (00-03) | |
| Bonnie Platter (98-00) | Gloria Bassich (98-03) | |
| Marie Velong ^c (95-99) | Carolyn Porter (01-04) | |
| Carole P. Voss (98-00) | Martha Pusey (97-03) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

WORCESTER COUNTY COMMISSION FOR WOMEN

P.O. BOX 211, SNOW HILL, MD 21863

March 21, 2023

Anthony W. Bertino, Jr., President
Worcester County Office of the Commissioners
Worcester County Government Center
One West Market Street – Room #1103
Snow Hill, MD 21863

RE: Worcester County Commission for Women

Dear Mr. Bertino:

I am writing about the membership of Ms. Coleen Colson. She was appointed to the Worcester County Commission for Women by the Worcester County Commissioners for a term of 2019-2022. Since our last meeting of the WCCW, Ms. Colson communicated that she would be willing to seek reappointment to our commission. She has been an excellent asset and we appreciate her time and commitment to our commission.

It is important that we keep membership at full capacity; therefore, I am requesting your consideration in the reappointment of Ms. Colson.

Please feel free to contact me at 443-614-3004. Thank you for your assistance.

Respectfully,



Tamara White
Chair, Worcester County Commission for Women

WORCESTER COUNTY COMMISSION FOR WOMEN

P.O. BOX 211, SNOW HILL, MD 21863

March 22, 2023

Anthony W. Bertino, Jr., President
Worcester County Office of the Commissioners
Worcester County Government Center
One West Market Street – Room #1103
Snow Hill, MD 21863

RE: Worcester County Commission for Women

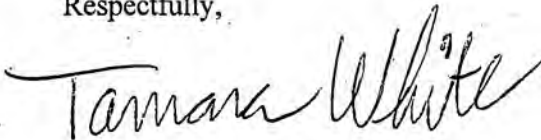
Dear Mr. Bertino:

I am writing about the membership of Ms. Windy Phillips. She was appointed to the Worcester County Commission for Women by the Worcester County Commissioners for a term of 2019-2022. Since our last meeting of the WCCW, Ms. Phillips communicated that she would be willing to seek reappointment to our commission. She has been an excellent asset and we appreciate her time and commitment to our commission.

It is important that we keep membership at full capacity; therefore, I am requesting your consideration in the reappointment of Ms. Phillips.

Please feel free to contact me at 443-614-3004. Thank you for your assistance.

Respectfully,



Tamara White
Chair, Worcester County Commission for Women

WORCESTER COUNTY COMMISSION FOR WOMEN

P.O. BOX 211, SNOW HILL, MD 21863

March 21, 2023

Anthony W. Bertino, Jr., President
Worcester County Office of the Commissioners
Worcester County Government Center
One West Market Street – Room #1103
Snow Hill, MD 21863

RE: Worcester County Commission for Women

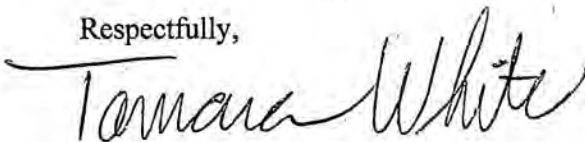
Dear Mr. Bertino:

I am writing about the appointment of Jocelyn D. Briddell. Ms. Briddell contacted Worcester County Commission for Women regarding joining this organization. She residence in District 2, her Commissioner is Diana Purnell. We believe she would be an excellent asset to the Worcester County Commission for Women.

It is important that we keep membership at full capacity; therefore, I am requesting your consideration in the appointment of Ms. Briddell.

Please feel free to contact me at 443-614-3004. Thank you for your assistance.

Respectfully,



Tamara White
Chair, Worcester County Commission for Women



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

ITEM 41

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: April 17, 2023
SUBJECT: Pocomoke Library Site

The Worcester County Library Board of Trustees have requested permission to move forward with planning and construction of a new Pocomoke branch library on the existing library site.

If a decision is made to move forward with the existing library site, staff would like direction on the loan that previously approved for the demolition of the Armory.

Attachments:

Letter from Worcester County Library Board of Trustees – Page 2

WORCESTER COUNTY
LIBRARY

To: Worcester County Commissioners and Weston Young, Chief Administrative Officer
From: Worcester County Library Board of Trustees
Date: April 14, 2023
Re: Pocomoke Library Project

As you know, the Worcester County Library, in partnership with the County Commissioners, have pursued the construction of a new library in the City of Pocomoke since 2019. The current Pocomoke Library building is the oldest in our system at 53 years old and is ready to be replaced. In 2021, at the behest of the City of Pocomoke, we approved moving forward with planning the new library on the site of the old Armory building in downtown Pocomoke. Jeff Schoellkopf, the architect who designed the Berlin Library building, created preliminary plans and those have been shared with the Pocomoke community and the County Commissioners.

The project has seen significant delays as a result of the Armory site selection, delays which have cost us time and financial resources. However, we have continued despite these delays on the understanding that both the City of Pocomoke and Worcester County were in full support of placing the library at the Armory site. To help offset the County contribution, the Library successfully applied for a \$2.2 million Public Library Capital Grant to start construction in FY 2024.

We have since learned that the City of Pocomoke may have other ideas about what it wants to build on the Armory site and to date demolition has not begun. The Library is planning to apply for additional grant funding to complete construction in FY 2025, but we cannot faithfully move forward without the City's commitment.

In light of this development and the potential delay it posts in starting construction, the Board of Trustees respectfully requests the County Commissioners allow us to move forward with the planning and construction of a new Pocomoke branch library on the existing site. The citizens of Pocomoke richly deserve a new 21st century library and we cannot afford any other setbacks.