

AGENDA
WORCESTER COUNTY COMMISSIONERS

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

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

May 2nd, 2023

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| | Item # |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session (Discussion regarding a personnel update, request to hire a WWW Maintenance Worker, request to hire Roads Workers and transfer to a Roads Worker, request to hire a Natural Resources Administrator, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer (Pastor George Tasker) Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from April 18, 2023 | |
| 10:02 - Commendations (Foster Parent of the Year) and Proclamations (National Foster Care Month, Travel and Tourism Week) | |
| | 1 |
| 10:05 - Consent Agenda (HUD Housing Rehab Grant Request, Jail Improvements Change Order, Request to Award Batting Cage, Power Boat Special Event Request, Greys Creek Grant MOU Request, Berlin VFD Letter of Support) | |
| | 2-7 |
| 10:06 - Chief Administrative Officer: Administrative Matters (Request to Award Sound Attenuating Panels, Request to Bid Recreation Storage Addition, Request to Bid Berlin Roads Building Improvements, Request for Public Hearing Rezoning Case 441, Introduction of Text Amendment Separation Distances A2, Code Revision for Paid Parking, Board Appointments) | |
| | 8-14 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |
| <i>Evening Budget Public Hearing at County Government Center</i> | |
| 5:00 PM - Light Fare Dinner for Commissioners and All County Department, Agency and Division Heads | |
| 7:00 PM - Public Hearing on Constant Yield Tax Rate and Requested FY2024 County Operation Budgets | |
| | 15 |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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| 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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02 Minutes of the County Commissioners of Worcester County, Maryland

April 18, 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 Elder, the commissioners unanimously voted to meet in closed session at 9:01 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, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: a personnel update; hiring Dana Hubble and Jordan Taylor as emergency communications specialist trainees in Emergency Services and promoting GIS Analyst III Matt Laick to deputy director in Development Review and Permitting; receiving legal advice from counsel; and performing administrative functions, including considering board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 9:49 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 Father John Solomon of the Holy Savior Roman Catholic Church in Ocean City 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 21, 2023 regular meeting and April 21 budget work session and the open minutes of their March 28 budget work session as presented.

The commissioners presented a years-of-service commendation to Lieutenant Katherine L. Worth who is retiring following 27 years of service to the County Jail.

The commissioners presented a commendation to Stephen Decatur High School senior William Kozma in recognition of his service as Worcester County's Page to the 2023 Maryland General Assembly.

The commissioners presented a proclamation to CRICKET Center Executive Director Lauren Cooper, Life Crisis Center (LCC) Director Jamie Manning, Department of Social Services (DSS) Assistant Director Tammy Jones, and others recognizing April as National Child Abuse Prevention Month in Worcester County. The commissioners commended the local partnerships that have been established to help prevent abuse from occurring and support child victims of maltreatment.

The commissioners presented a proclamation to Housing Rehabilitation Program Coordinator Davida Washington recognizing April as Fair Housing Month and promoting the Worcester County Housing Rehabilitation Program, which plays a key role locally in furthering the principles of safe, stable housing by assisting low to moderate income individuals and families obtain grants and loan funding for general rehabilitation, pesticide inspection and treatment, and lead abatement services.

The commissioners presented a proclamation to Health Officer Becky Jones retroactively recognizing April 3-9, 2023 as Public Health Week in Worcester County.

The commissioners presented a proclamation to Ms. Manning recognizing April as Sexual Assault Awareness Month, noting that in 2021 the LCC provided sexual assault services – including counseling, medical and legal advocacy, victims’ rights assistance, and crisis hotline services – to 448 child and adult survivors of sexual violence. Ms. Manning urged all in the community to partner with the LCC to prevent sexual abuse from occurring.

The commissioners presented a proclamation retroactively recognizing April 9 - 15, 2023 as National Public Safety Telecommunicators Week in Worcester County to Emergency Services Director Billy Birch and other 911 professionals. The commissioners commended the County’s emergency communications specialists for their diligence and professionalism.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-16 as follows: bid specifications for the County’s paving contract and to upgrade the fuel system at the Ocean Pines Wastewater Treatment Plant; River Run Towns, LLC turnover documents, to include accepting the utilities into the County’s River Run Service Area for operation; Shorepoint Cottage Court Small Project Agreement to extend water and sewer via the Mystic Harbour Sanitary Service Area to serve 52 cottage units; irrevocably transferring Worcester County’s full \$2,185,554 tax-exempt housing bond allocation to the Department of Housing and Community Development for use in issuing housing bonds or mortgage credit certificates on behalf of Worcester County for use under the Maryland Mortgage Program; scheduling Agricultural Scrap Tire Collection for May 20 and 22, 2023; letter of support for a Coastal Resiliency Fund grant for a Maryland Coastal Bays marsh restoration project; out-of-state travel for one staff member to attend the Zartico inaugural user conference for ZDOS in Tampa, Florida May 206, 2023; applications for an FY23 Police Recruitment and Retention (PRAR) program grant of \$27,623, two FY23 White Paper Solicitation for Special Projects Edward J. Byrne Memorial Justice Assistance grants of \$10,000 and \$27,172.41, an FY24 Body Armor for Local Law Enforcement grant of \$9,908, an FY24 PRAR program grant of \$57,170 (or \$29,547 if a portion of these funds are approved in the white paper solicitation),

an FY24 Sex Offender Compliance and Enforcement grant of \$8,759, and an FY24 Local Warrant Apprehension and Absconding program grant of \$10,000 for the Sheriff's Office; and recommended FY24 tax rates, certifications, and recommended managers for all 18 tax ditches in the County.

Atlantic General Hospital President Don Owrey provided an annual update to the commissioners outlining the hospital's community partnerships, FY21-22 financials, partnerships, challenges, new providers, and accomplishments during the past year. In response to a question by Commissioner Mitrecic, Mr. Owrey confirmed that AGH is not requesting a County grant for FY24.

Board of Education (BOE) Superintendent Lou Taylor and Chief Financial Officer Vince Tolbert presented the requested FY24 BOE Operating Budget of \$131,965,977, with a County appropriation of \$106,026,226 that represents an increase of \$4,167,621 or 4.1% over the County's FY23 appropriation. In response to questions by Commissioner Mitrecic regarding the \$758,679 for Appropriation – Retirement Expenses, Mr. Tolbert advised that this is Pay-Go, for employees outside of the State teacher system, and he provided an overview of this funding responsibility.

Following questions from Commissioner Abbott, Mr. Taylor advised that the appointment of 21 assistant principals within the 14 Worcester County Public Schools is based on best practices issued by the State, and he agreed to provide the commissioners with the list of take-home vehicles in the BOE's fleet. In response to questions by Commissioner Fiori regarding the possibility of reallocating funding in certain categories to help close the budget shortfall, Mr. Taylor advised that ESSER grant funds are allocated for certain uses and cannot be easily reallocated. Commissioner Bertino advised that the documents before them can best be described as a budget summary and not a detailed budget, like those provided by all the other County departments and State agencies over which the commissioners exercise funding authority. He reminded Mr. Taylor that there have been multiple requests, including discussions he has had with elected BOE members and an email from Chief Administrative Officer Weston Young to Mr. Tolbert requesting a detailed budget, and he asked when the commissioners can expect to receive these documents. He said the commissioners are seeking more detail and clarity to help them better understand where the money is going and how they can close an \$11.7 million deficit, which includes the additional \$4 million the BOE requesting for FY24, plus unfunded mandates in other areas. Mr. Taylor stated that the BOE wants to be fully transparent and agreed to discuss this request with the BOE members. BOE President Todd Ferrante confirmed that the BOE members would discuss the County's request when they meet later that day. Commissioner Mitrecic disagreed with the need for the level of detail being requested and suggested that individual commissioners could file a Freedom of Information Act request if they so choose to obtain the requested documents.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Fiori voting in opposition, to separate the requested FY24 BOE operating budget from the requested FY24 County operating budget when voting to adopt these budgets on June 6, 2023.

The commissioners recessed for 10 minutes.

The commissioners conducted a public hearing to consider a request to establish a residential planned community floating zone for the Refuge at Windmill Creek on approximately 95 acres located on the northwesterly side of Beauchamp Road, north of MD Rt. 589 and more specifically identified on Tax Map 15 as Parcels 127 and 259 zoned R-1 Rural Residential and RP Resource Protection Districts. Development Review and Permitting Director Jennifer Keener and Zoning Administrator Kristen Tremblay reviewed the project details, noting that the Planning Commission provided a favorable recommendation to the request.

Commissioner Bertino opened the floor to receive public comment.

Attorney Cristina Winkowski concurred with the staff report and stated that the plans have met and exceed the requirements for step one approval. Upon questions by Ms. Winkowski, Ronnie Carpenter, P.E. of Carpenter Engineering, LLC agreed that the zoning is suitable for infill development, and the intended use is consistent with the existing land uses in the vicinity. He stated that the design plans provide twice the amount of required open space, with added forest protection and water recharge onsite that are environmentally friendly.

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

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the Step I plan for the Refuge at Windmill Creek RPC floating zone and adopted the Findings of Fact.

The commissioners conducted a public hearing to receive comments on the proposed disposal of surplus property by quitclaim. This includes the former Liquor Control warehouse at 5363 Snow Hill Road on a 7.9 +/- acre commercial site located along the southwest side of Snow Hill Road west of the town of Snow Hill to Talkie Communications, Inc. for \$380,000.

Commissioner Bertino opened the floor to receive public comment.

There being no public comments, Commissioner Bertino closed the public hearing.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to dispose of the surplus property by selling it to Talkie Communications as proposed.

The commissioners conducted a public hearing to receive comments on the proposed disposal of surplus property by quitclaim. This includes the three-story commercial structure at 100 Pearl Street in Snow Hill that previously housed Tourism and Economic Development to Garibay Construction, LLC for \$280,000 cash.

Commissioner Bertino opened the floor to receive public comment.

There being no public comments, Commissioner Bertino closed the public hearing.

Upon a motion by Commissioner Elder, the commissioners unanimously agreed to dispose of the surplus property by selling it to Garibay Construction, LLC as proposed.

The commissioners conducted a public hearing to receive comments on the disposal of surplus County vehicles and equipment no longer used by the County by auctioning these items on GovDeals.com.

Commissioner Bertino opened the floor to receive public comment.

There being no public comments, Commissioner Bertino closed the public hearing.

Upon a motion by Commissioner Elder, the commissioners unanimously agreed that the list of County vehicles and equipment will be sold online at www.govdeals.com as County surplus property.

Pursuant to the request of Chief Administrative Officer Weston Young and upon a motion by Commissioner Elder, the commissioners unanimously agreed to allocate \$203,259 in American Rescue Plan (ARPA) funds for the following audio visual improvement projects: \$101,822.23 for courtrooms two and three in the Circuit Court, \$6,265 for video court in the County Jail, and \$95,172 in County Administration for the Commissioners' Meeting Room.

Finance Officer Phil Thompson presented a summary of the financials of the fire and emergency medical services companies in the County by UHY, LLC Certified Public Accountants. Fire EMS Audit Report (FYI), which shows how the companies operate and provides transparency with regard to the cash on hand.

On July 5, 2022 the commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS companies operating in the County and tasked the individual companies with determining the highest priority items to fix the fragile system. Mr. Young and Procurement Officer Nick Rice reviewed the requests that have been received from some of the companies to date and efforts to work with them to obtain the best pricing for the requested items. Commissioner Bertino expressed concern that Ocean City, Ocean Pines, and Girdletree Volunteer Fire Companies are the only companies that have proposed uses that seem to fit the criteria to fix the fragile system. In response to a question by Commissioner Bertino, Mr. Young advised that the fire chiefs voted to split the money equally 10 ways; however, the intended use of the funds by the commissioners was to fix the fragile system.

A motion by Commissioner Mitrecic to approve the ARPA funding requests as presented failed 3-4, with Commissioners Elder, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, Bunting, and Fiori voting in opposition.

Upon a motion by Commissioner Abbott, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to table their discussion on the proposed allocation of ARPA funding for a future meeting to provide them with time to further review the requests.

The commissioners met with Mr. Young to review and discuss the FY24 Fire and EMS budget requests. These include supplemental requests of \$10,677 per volunteer fire company, an additional \$10,000 per ambulance, increasing mileage supplement to the IRS rate of \$0.655, increase the non-credit out-of-town and credit runs in-town to \$224, increase credit runs out-of-town to \$900, and \$28,637.28 for 560 gallons of firefighting foam.

Pursuant to the recommendation of Mr. Young and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized Commission President Bertino to sign a letter to the IRS and Section 147(f) Approval and Written Agreement supporting the Berlin Fire Company's efforts to utilize Public Approval of Private Activity Bonds, which will provide low interest rates, to purchase two apparatus.

Pursuant to the request of Delmarva Power & Light Company and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Elder voting in opposition, to adjust certain easements owned by Ocean City and Delmarva Power in the vicinity of the Ocean City Branch Library at 100th Street in Ocean City for the Ocean City battery energy storage project.

Pursuant to the recommendation of Information Technology Director Brian Jones and upon a motion by Commissioner Bunting, the commissioners unanimously authorized the purchase of TRIO Solution at a cost of \$56,674 from CentralSquare.

The commissioners met with Procurement Officer Nick Rice to review a recommendation to award the best and lowest bid for advertising creative, medial placement, and social media services to D3 Corp at an annual cost of \$24,000 annually. Mr. Young advised the State allocated a little over \$1 million to the County for continuing to invest in tourism marketing during COVID, but the County must spend those funds by the close of FY23. He stated that this was one of the approved uses of those funds. Tourism and Economic Development Director Melanie Pursel advised that D3 Corp could continue charging the County monthly through the close of the existing campaign without entering into a contract.

Upon a motion by Commissioner Abbott, the commissioners voted 5-1-1, with Commissioner Mitrecic abstaining and Commissioner Elder voting in opposition, to table the proposed contract and continue working with D3 Corp under the current marketing plan.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Elder, the commissioners unanimously accepted the proposal from H2I Group of \$346,911.60 to replace the bleachers at the Worcester County Recreation Center in Snow Hill. Mr. Young advised that Local Parks and Playground Infrastructure funding from the State will be used to cover this cost.

Pursuant to a request from the Library Board of Trustees and upon a motion by Commissioner Abbott, the commissioners unanimously granted authorization to move forward with planning and construction of a new Pocomoke Branch Library on the existing library site and to place the County loan to Pocomoke for the demolition of the Armory on hold pending the outcome of a decision from the Town of Ocean City.

Mr. Rice advised the commissioners that the County received no bids for the sale of the synthetic ice rink by the time the bid period closed on Tuesday, March 28, 2023, and he sought direction on how to proceed.

Commissioner Mitrecic made a motion to solicit proposed use proposals from interested parties, which he withdrew following comments from Commissioner Elder that Recreation and Parks should maintain ownership and operation of the rink for the enjoyment of County residents.

Following some discussion and upon a motion by Commissioner Fiori, the commissioners voted 4-3, with Commissioners Abbott, Bertino, Bunting, and Fiori voting in favor and Commissioners Elder, Mitrecic, and Purnell voting in opposition, to place the synthetic ice rink for sale on GovDeals.com.

Development Review and Permitting Director Jennifer Keener updated the commissioners on the cannabis reform bills passed by the Maryland General Assembly, including the types of new licenses that will be available for adult-use cannabis beginning July 2023. She provided background on how staff previously applied zoning regulations for processing, growing, and dispensaries for medical use. She then advised that the new State law

includes provisions for the County to establish certain distance limitations for adult-use cannabis dispensaries and either restrict or outright prohibit on-site consumption establishments.

In response to questions by Commissioner Bertino, Ms. Keener advised that the Maryland Cannabis Administration is expected to adopt emergency regulations on how to license these types of establishments effective July 1, 2023, with the first round of licenses to be issued beginning January 1, 2024 (round one will not include on-site consumption), and the second round of licenses to be issued May 1, giving the County time to further discuss its local authority under the legislation, develop any potential code amendments, conduct a public hearing on the proposal, and adopt emergency legislation to enact these regulations ahead of the issuance of State licenses.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously directed Ms. Keener to continue to monitor State developments on the new law and to provide the commissioners with options to move forward.

The commissioners recessed for five minutes.

The commissioners met with Ms. Keener to review an application to rename a private lane in Berlin from Ned Purnell Lane to Leonard Lane. Commissioner Purnell noted the historic significance of the existing lane name and opposed renaming the lane. Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved Option 2 to retain the name of Ned Purnell Lane.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Elder, the commissioners unanimously authorized the sole source purchase of six replacement cassettes, membrane modules, and associated hardware for the Riddle Farm Wastewater Treatment Plant at a cost of \$440,000 from Veolia.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Fiori, the commissioners unanimously approved a memorandum of understanding and cost share agreements to complete a \$124,000 feasibility study of the MD Rt. 611 Shared Use Path. This project is to be funded through a Transportation Alternative Program grant and a Bikeways program grant.

Pursuant to the recommendation of Mr. Baker following the results of a speed study on Purnell Crossing Road on March 15 and 20, 2023 and upon a motion by Commissioner Elder, the commissioners agreed to reduce the speed limit on this road from 50 mph to 45 mph and post the new speed limit on this currently unposted road.

Pursuant to the request of Ms. Purcell and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to reallocate Tri-County Council Rural Maryland grant funds from the Pocomoke Pathways to Economic Development to the Riddle Farm water and wastewater optimization project.

Pursuant to the request of Ms. Purcell and the Town of Snow Hill and upon a motion by Commissioner Elder, the commissioners unanimously adopted Resolution No. 23-05 consenting

DRAFT

to the Snow Hill Enterprise Zone.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint JT Novak to the Electrical Board and to appoint Joslyn Briddle to the Commission for Women.

The commissioners directed Public Information Officer Kim Moses to issue a press release advising that the public hearing on the requested FY24 County operating budget will take place in the Commissioners' Meeting Room on May 2, 2023 at 7 p.m. and advising that comments will be limited to three minutes.

The commissioners answered questions from the press, after which they adjourned to meet again on May 2, 2023.

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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

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

PROCLAMATION

WHEREAS, with the help of loving foster families, Worcester County youth from all walks of life are able to persevere through difficult family circumstances to become successful, productive, and well-respected members of society; and

WHEREAS, this May, National Foster Care Month, we applaud the outstanding efforts being made by the Department of Social Services and the responsible, caring residents partnering with them to provide young people living in foster care with the support and stability they need to thrive.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby recognize May as **National Foster Care Month** and encourage families to open their hearts and homes to youth living in foster care to bring stability back into their lives.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of May, 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

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Diana Purnell

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JOSEPH M. MITRECIC
DIANA PURNELL

COMMENDATION

WHEREAS, Sarah Hirsh has been named the 2023 Worcester County Foster Parent of the Year for her efforts to help bring support and stability back into the lives of foster children during times of crisis; and

WHEREAS, foster parents, like Ms. Hirsh, fill an urgent need in our community by providing stable homes and helping youth in foster care recognize their intrinsic worth and importance to the community, which fuels their confidence in their innate abilities to realize their full potential.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sarah Hirsh** for opening her heart and home to the children of Worcester County in State custody, and we thank her for her willingness to serve children living in crisis as a foster care parent.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of May, in the Year of Our Lord Two Thousand and Twenty-Three.



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PROCLAMATION

WHEREAS, during National Travel and Tourism Week’s 40th anniversary, we celebrate the U.S. travel community and the role of travel in elevating the quality of life for Worcester County residents and travelers. The 2023 theme, “Travel Forward,” spotlights the essential role of travel in stimulating economic growth, cultivating diverse communities, creating fresh job opportunities, inspiring new businesses, and uniting millions of Americans in a fundamental connection—travel.

WHEREAS, in concert with National Travel and Tourism Week, Worcester County Tourism and Economic Development will host the Tourism Advisory Board Meeting on Tuesday, May 2, and will be attending meetings with the Destination Marketing Organization of Maryland, and the Maryland Tourism Council. Learn more about travel and tourism locally at www.visitmarylandscoast.org and on social media at [@marylandscoast](https://twitter.com/marylandscoast).

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim May 7-13, 2023 as **Travel and Tourism Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of May, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

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Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: April 25, 2023
RE: FY23 HUD Grant-Housing Rehabilitation Program

Attached is the FY23 Community Project Funding Grant Agreement for review and approval. Worcester County has been awarded \$100,000 per the Consolidated Appropriations Act, 2023. This funding will be used for continuance of the housing rehabilitation program which allows for rehabilitation of substandard dwellings in the county.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MD-0687**

Grantee Name: Worcester County

Grantee Address: 1103 Snow Hill Hill, MD 21863

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-MD-0687

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Worcester County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$100,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MD-0687

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

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F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

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C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

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I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

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accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

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D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

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requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Worcester County Commissioners

(Name of Organization)

BY:

(Signature of Authorized Official)

Anthony W. Bertino, Jr.

(Typed Name and Title of Authorized Official)

April 18, 2023

(Date)

HUD

BY:

Robin J. Keegan,

Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

Worcester County has requested funding to support the continuance of our housing rehabilitation program. The Housing Rehabilitation Program of Worcester County partners with other funding agencies and is committed to providing the best quality construction services by collaborating with other funding agencies and projects that are guided by detailed work scopes and building inspections.

CDBG funding is leveraged with monies from the MD DHCD Special Loans and Grants Program, USDA, Lead Hazard Grant, state funded Bay Restoration Fund, Accessible Homes for seniors programs, and Shore Up Agency. This allows the program to complete overall rehabilitations, lead abatement, well and septic replacement, and bring each home up to code with current fire safety standards, energy efficient standards, and MDE/EPA standards.

The Worcester County Housing Rehabilitation Program prioritizes applications, giving first consideration to the disabled and those over age 62, extremely low income households, and living conditions that present health and safety hazards with owner occupied properties. Please find attached a list of potential grantees that have completed the underwriting process and await funding. Once funding is awarded, all cases will be presented to the Housing Review Board for approval. Once approved by the Board, the County Commissioners will review and send for public bid solicitation. The Commissioners will award contracts based on the program Coordinator recommendation as to the completeness of the bid package, and fairness of pricing of the project. After contract selection, the grantee will sign a construction contract with the contractor and a grant/loan agreement with the Commissioners that outlines the terms of assistance. An order to proceed is issued to the contractor granting authority to get necessary permits for the work. During the construction process, periodic inspections are performed by the Program Inspector to ensure that all work is in conformity to code and quality standards. Payments are issued to the contractor as steps of progression in the construction are completed and approved by the contractor, the homeowner, Program Inspector, and Program Coordinator. All lead abatement projects require the contractor to pass lead inspection testing to receive final payment. For a complete description of our operating procedures, please refer to the attached Worcester County Housing Rehabilitation Program Guidelines.

APPENDIX 2 – Approved Budget

| Activity | CDBG | Other Funds | Total | Source of Other Funds |
|------------------------------|-----------|-------------|------------------|--|
| General Rehabilitation | \$203,000 | \$100,000 | \$303,000 | Shore Up - \$20,000, CPF Grant - \$80,000 |
| Emergency Grants-Septic/Well | \$65,000 | \$10,000 | \$75,000 | CPF Grant - \$10,000 |
| Temporary Relocation | \$8,000 | \$10,000 | \$18,000 | CPF Grant - \$10,000 |
| Project Administration | \$24,000 | \$23,700 | \$47,700 | Worcester County |
| General Administration | \$0 | \$60,000 | \$60,000 | Worcester County |
| | | | \$503,700 | |

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

| Agency/Dept./Major Function | Indirect cost rate | Direct Cost Base |
|-----------------------------|--------------------|------------------|
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –**Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions
NONE.**

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. Disclosure of potential conflicts of interest. The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MD-0687

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-MD-0687

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



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 SERVICE DIVISION

MEMORANDUM

**TO: Weston S. Young, P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer**
FROM: William Bradshaw, P.E., County Engineer/Building Administrator
DATE: March 29, 2023
SUBJECT: Worcester County Jail Improvements Phase 2 Change Order #1

Please find attached a change order for approval of a time extension due to major equipment shipping delays for the project. The major equipment is now on-site and the scheduled project completion date will be moved from March 8, 2024 to May 29, 2024. There is no change in project cost as field work has shifted to offset equipment delays.

Approval is requested on the attached AIA G-701-2017 form.

Please let me know of any questions. Thank you.

Cc: Fulton Holland, Warden

Attachments:

Gipe Associates, Inc. Letter Change order #1



Gipe Associates, Inc.
CONSULTING ENGINEERS

W.O. #: 20059

March 6, 2023

Mr. Eric Butler, Project Manager
Bancroft Construction Company
1300 N. Grant Avenue, Suite 101
Wilmington, Delaware 19806

Project: Worcester County Detention Center – Phase 2 HVAC and Electrical Renovations
Reference: Change Order #1

Dear Eric:

Please find enclosed three (3) copies each of Change Order #1 for the above referenced project. This change order reflects an increase in the project completion date by 82 days with a new date of Substantial Completion as May 29, 2024. This time extension change order was necessary due to continued supply chain issues and exceptionally long lead times on HVAC and electrical equipment. The supply chain issues and exceptionally long lead times have been an issue for about 2 years and unfortunately continues today.

Please sign all copies and forward to Bill Bradshaw, Worcester County Commissioners for signing. After all copies are signed, then Bill Bradshaw will distribute one (1) original signed copy to you and one (1) original signed copy to Gipe Associates, Inc.

Thank you,

GIPE ASSOCIATES, INC.

David R. Hoffman, P.E., LEED AP
President

DRH/cec

CC: Bill Bradshaw, Worcester County Commissioners (without enclosure)

Enclosures: Change Order #1



AIA Document G701® – 2017

Change Order

| | | |
|--|--|--|
| PROJECT: (Name and address) Worcester Co. Detention Center Phase 2 Renovations 5022 Joyner Road, Snow Hill, Maryland | CONTRACT INFORMATION: Contract For: General Construction Date: February 18, 2022 | CHANGE ORDER INFORMATION: Change Order Number: 001 Date: March 6, 2023 |
| OWNER: (Name and address) County Commissioners of Worcester County, Maryland 1 W. Market St., Rm. 1201, Govt. Ctr. Snow Hill, MD 21863 | ARCHITECT: (Name and address) Gipe Associates, Inc. 8719 Brooks Dr. Easton, MD 21601 | CONTRACTOR: (Name and address) Bancroft Construction 2324 Zion Road, Suite 108 Salisbury, MD 21801 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)



This change order reflects an increase in the project completion date by 82 days, due to unforeseen HVAC equipment delivery delays, with a new date of Substantial Completion as May 29, 2024.

| | |
|--|------------------|
| The original Contract Sum was | \$ 11,181,315.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 11,181,315.00 |
| The Contract Sum will be unchanged by this Change Order in the amount of | \$ 0.00 |
| The new Contract Sum including this Change Order will be | \$ 11,181,315.00 |

The Contract Time will be increased by eighty-two (82) days.
 The new date of Substantial Completion will be changed to May 29, 2024.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|---|--|
| Gipe Associates, Inc. | Bancroft Construction, Inc. | County Commissioners of Worcester County, Maryland |
| <u>ARCHITECT (Firm name)</u> | <u>CONTRACTOR (Firm name)</u> | <u>OWNER (Firm name)</u> |
|  |  | |
| <u>SIGNATURE</u> | <u>SIGNATURE</u> | <u>SIGNATURE</u> |
| David R. Hoffman, P.E., LEED AP, President | Eric Butler, Project Manager | |
| <u>PRINTED NAME AND TITLE</u> | <u>PRINTED NAME AND TITLE</u> | <u>PRINTED NAME AND TITLE</u> |
| March 3, 2023 | 3/16/2023 | |
| <u>DATE</u> | <u>DATE</u> | <u>DATE</u> |



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: May 2, 2023
RE: Request to Award – Batting Cage System

Please see the attached bid tabulation for the purchase of a hands-free batting cage system at our Recreation and Parks facility. Parks and Recreation is requesting the Commissioner’s review and approval to award this purchase to the lowest responsive and responsible vendor, TJ Distributors, in the amount of \$55,350. Bids were due and opened on April 17, 2023 at 2:30pm. Two bids were received.

Local Parks and Playground Infrastructure (LPPI) funding has been approved in the amount of \$75,000 for this purchase. LPPI grant funds are 100% reimbursable.

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

| Hands Free Batting Cage System | |
|---------------------------------------|---|
| April 17, 2023 - 2:30pm | |
| Bid Tabulation | |
| <u>Vendor Name</u> | <u>Base Bid</u> |
| TJ Distributors of MD, Inc* | Option#1: \$44,200.00 Option #2: \$55,350.00 |
| Promounds LLC, DBA on Deck Sports | \$65,683.00 |

*apparent low bidder

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 May 2, 2023, between the County Commissioners of Worcester County, Maryland ("County"); and TJ Distributors of MD, Inc. ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the HANDS-FREE BATTING CAGE SYSTEM.
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 Bid 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 \$55,350 (Fifty-five thousand three hundred fifty dollars and no cents) or as shown in the Form of Bid.
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: Bid Specifications
 - g. Form of Bid
 - h. References
 - i. Exceptions
 - j. Individual Principal
 - k. Vendor's Affidavit of Qualification to Bid
 - l. Non-Collusive Affidavit
 - m. Addendums 1 and 2
 - n. Successful Vendor's Completed Bid 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 Bid 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:
TJ DISTRIBUTORS OF MD, INC.

By:
Title:
Date:



Worcester County Recreation & Parks

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: April 5, 2023

SUBJECT: Power Boat Race Request – August 18 – 20, 2023

Please find attached a Special Event application from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Ocean City Power Boat Race on August 19 - 20, 2023. The Recreation & Parks Department has reviewed this request and supports the request. This is an annual request and there have been no issues in previous year.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

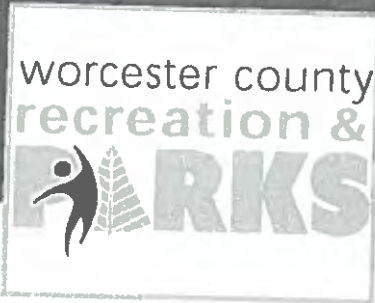
In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

1. Provide a list of activities for the day of the race.
2. Work with the Parks Department on the parking lot set-up.
3. Work with the Parks Department on trash removal daily with final clean up inspection.
4. Continued use of the recreational boating side of the ramp (2 - ramps by County).
5. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
6. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
7. Not to block any of the handicapped parking spaces available next to the public restrooms.
8. Provides the required insurance naming Worcester County as insured.
9. Acknowledges all the required permitting for the operation of the event.
10. Provide promotion to Worcester County.
11. Operation of any music or public address system in accordance to any and all Worcester County codes.

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

Attachments

cc: Jacob Stephens, Parks Superintendent
Melanie Pursel, Worcester County Tourism
Matt Crisafull, Worcester County Sheriff



worcesterrecandparks.org | 410.632.2144
 6030 Public Landing Rd. Snow Hill, MD 21863
 specialevents@co.worcester.md.us

SPECIAL EVENT APPLICATION

DEAR EVENT ORGANIZER

Special events are an important part of the quality of life for our community. They bring us special vitality and excitement while producing benefits in the areas of personal, economic, social and environmental awareness. This application must be completed to request permission from Worcester County to host a Special Event incorporating one or more of the following conditions:

- The event is to take place on any Worcester County owned and operated property.
- The event uses Worcester County equipment and/or labor.
- The event requires support from Worcester County authorities to manage elements of the event.

Worcester County Recreation and Parks (WCRP) will be your point-of-contact to all other impacted Worcester County Departments.

APPLICATION PROCESS

The following step-by-step process has been established to ensure uniformity and understanding:

1. Read the entire application thoroughly to understand the rules and responsibilities of Event Organizers.
2. Complete the Application in as much detail as possible. In addition, submit a site map showing layout, infrastructure and any hardware to be used.
3. Mail or drop off the application with \$30 non-refundable application fee to:

Worcester County Recreation and Parks
 Attn: Special Event Application
 6030 Public Landing Rd.
 Snow Hill, MD 21863
4. WCRP will distribute copies of your application to other potentially impacted departments for review.
5. Following review, you will be contacted regarding the approval, modification or rejection of your application.
6. If approved, payment fees and signed contracts are required prior to issue of permit.
7. Balance is required 10 working days prior to the day of the event.

SPECIAL EVENT FEES IF UTILIZING WCRP FACILITIES

| Type | Fee | Notes |
|-------------------|------------------|---|
| Application Fee | \$30.00 | Must submit with the application. Fee is non-refundable. |
| Late Fee | \$25.00 | If application is submitted less than 60 days prior to the proposed date of the event. |
| Damage Deposit | \$200.00 | Fee may be refunded pending WCRP post-event inspection. |
| Field Rental Fee | \$200.00 per day | For the rental of a softball/baseball and/or multipurpose field. |
| Field Lining | Varies | Lining options available for diamond and multipurpose fields. Contact WCRP for pricing. |
| Light Fees | \$30.00 per hour | Contact WCRP for available fields offering lights. |
| Concession Fee | \$200.00 per day | For use of concession stand and restrooms. |
| Recreation Center | Varies | Fees vary based on the number of courts and sport being played. Contact WCRP for pricing. |

NOTE: Additional fees may be implemented based on the equipment, labor, location or post-event expenses.



SPECIAL EVENT APPLICATION

TYPES OF SPECIAL EVENTS

Community Events: These are large scale events held by non-profit and for-profit organizations that are open to public participation and may include, but are not limited to, promotional or commercial events, concerts, or other artistic or cultural performances, and do not otherwise constitute athletic events as defined below. These events typically require the use of tents, sound systems, staging, inflatable structures, alcohol licensing or additional security.

Athletic Events: These events are any recreational or sporting event designed for individual or team participation including, but not limited to walks, 5k runs, sport tournaments, cycling races, etc. and have an athletic activity as the primary focus of the event.

PARTNERING WITH WORCESTER COUNTY RECREATION AND PARKS

Special Events foster economic growth, bring people together and contribute to the overall quality of life we all enjoy in Worcester County. WCRP is always open to partnering on special events and festivals. In addition to financial resources, much time and planning goes into the success of these events. Through partnership, WCRP may provide: staff support, logistical support, equipment usage, technical assistance, marketing support and other in-kind support.

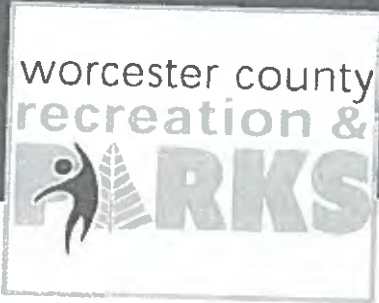
The Event Organizer should understand and agree to the following if requested:

- Applicant must receive permission from WCRP prior to raising funds through the event.
- Applicant is accountable for all income and expenditures to WCRP. A detailed financial statement must be provided within 30 days of the completion of the event.
- Applicant will provide a detailed record of the event's needs from WCRP at the time of application.
- Applicant must provide at no cost to WCRP one booth space (or equivalent thereof), at a mutually agreeable location at the event for the use of WCRP.
- Applicant must include in all publicity, including print, video, television, radio and social media, that the event is partnered with WCRP.
- WCRP will be given name, logo and banner representation in tandem with the organizations representation.

Because of the demands placed on WCRP and other supporting departments, it is impossible to partner with every event that petitions this designation. Staff time, availability of equipment, the nature of the event and if the event aligns with the WCRP's mission and strategic plan are all factors taken into account when making our decision. Therefore, if you desire for a partnership, **your application must be received by January 15 of the calendar year in which your event is scheduled.**

QUESTIONS?

If you have any questions, please feel free to contact the Worcester County Recreation and Parks Department at (410) 632-2144 or email to specialevents@co.worcester.md.us



worcesterrecandparks.org | 410.632.2144
 6030 Public Landing Rd. Snow Hill, MD 21863
 specialevents@co.worcester.md.us

SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

GENERAL EVENT & CONTACT INFORMATION

Event Type: Community Event Athletic Event Other: _____

Name of the Event: Ocean City powerboat race Contact Person: Phil.Houck

Event Organization: opa Racing Organization Select Entity: For-Profit Non-Profit

Address: 799.RT.70New Jersey.08723

City: _____ State: _____ Zip: _____

Cell Phone: 443-783-1298 Email: philhouck@bullonthebeachc

Date(s) of Event: 8-18-23 Rain Date(s): none

Times of Event: 8-20-23 Time Set-up Begins: 8-18-23 Time Clean-up Ends: 8-20-23

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes No

Purpose of the Event (include additional page if needed):

Like to use the West Ocean City parking lot boat ramp from August 18th until August 20th same as previous years

Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

Powerboat race in the Atlantic Ocean between Division Street and 14th Street on Sunday August 20th

ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

| | Staff/Volunteers | Participants | Spectators | Exhibitors/Vendors |
|------------------------|------------------|--------------|---------------|--------------------|
| Total: | <u>30</u> | <u>40</u> | <u>20,000</u> | <u>none</u> |
| % Traveling 30+ miles: | _____ | _____ | _____ | _____ |



worcesterrecandparks.org | 410.632.2144
6030 Public Landing Rd. Snow Hill, MD 21863
specialevents@co.worcester.md.us

SPECIAL EVENT APPLICATION

PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes No

If Yes, please elaborate: _____

- Will tents be used for the event? Yes No

If Yes, list number, size and type of tents: _____

- Will air-inflated structure(s) be used? Yes No

If Yes, list number, size and type: _____

- Will banners or signs be used at the event? Yes No

If Yes, please elaborate: _____

- Are you requesting road closures? Yes No If Yes, please provide details on your site map.

If Yes, what arrangements have been made for traffic control? _____

- Are you requesting any special parking needs? Yes No If Yes, please provide details on your site map.

If Yes, please elaborate: _____

- Are you requesting on-scene law enforcement? Yes No

If No, what arrangements have been made for on scene security and crowd control? _____

- Are you requesting on scene medical assistance beyond a normal emergency response? Yes No

If No, what arrangements have been made? _____

- Will amplified sound be used? Yes No

If Yes, please elaborate: _____

- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes No

If Yes, please elaborate: _____

- Do you plan to sell or distribute food? Yes No

If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: _____

- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. _____

- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes No

If Yes, please elaborate: _____



worcesterrecandparks.org | 410.632.2144
6030 Public Landing Rd. Snow Hill, MD 21863
specialevents@co.worcester.md.us

SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

- POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.
- INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.
- NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
- ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.
- TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.
- BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.
- ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.
- SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.



worcesterrecandparks.org | 410.632.2144
6030 Public Landing Rd. Snow Hill, MD 21863
specialevents@co.worcester.md.us

SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

SANITATION: Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

ALCOHOL: Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

PORTALETS AND HANDWASHING: Event Organizer must provide adequate on-site portlets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portlets and handwashing stations are required. All portlets must be maintained daily if contracted for a multiple day event.

FOOD SALES & CONCESSIONS: If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal

VENDING: The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name Phil Houck

Signature: *Phil Houck*

Title/Position: Race producer

Date: 3-1-23

OFFICE USE ONLY: Application Received on: _____

Reviewed by: _____

Application forwarded to the following departments for review: _____

Application status:

Accepted

Accepted pending the following: _____

Rejected due to the following: _____

Date: _____

Staff Initials: _____

Bull on The Beach Offshore Power Boat Races

Friday August 18th 2023

All Day: Arrival of Race Boats - Race Village - West Ocean City Public Ramp, Sunset Ave, MD

9 :00 AM – 4:00 PM
Race Boats Inspections - Race Village
Crane Area - West Ocean City Public Ramp
Ramp Area - West Ocean City Public Ramp
Wet Pits - West Ocean City Public Ramp
Dry Pits - West Ocean City Public Ramp

7:00 PM Meet the Racers Party @ Pier 23 Across from wet pits

Saturday August 19th, 2023

All Day: Arrival of Race Boats - Race Village - West Ocean City Public Ramp, Sunset Ave, MD

8AM Course Buoys set
8:30 AM Race Control Operational
9:00 AM Drivers Meeting @ Crab Alley Restaurant
9 AM - 5 PM Crane lift and Ramp operational - West Ocean City Public Ramp
10:00 AM - 4:00 PM Team Registration - CRAB ALLEY
10:00 AM - 5:00 PM Race Boat testing must be 1 (one) mile off racecourse per Ocean City
12:00 PM - 4:00 PM GPS Registration @ Crab Alley
7 PM- Til Meet the Racers Party: TBD

Sunday August 20th, 2023

All Day: Arrival of Race Boats - Race Village - West Ocean City Public Ramp, Sunset Ave, MD

7:30 AM Team physicals – Crab Alley Restaurant
7:30 AM Course Buoy's set
8:30 AM Medical and Dive team briefing (Bruce Johnson) – Crab Alley
8:30 AM Race Control Operational
9:00 AM Driver's meeting – Crab Alley
9:00 AM Patrol Fleet Briefing- Crab Alley
9:00 AM - 5:00 PM Crane lift and Ramp Operational
10:30 AM Race Patrol Fleet and Course Support Fleet on Station
12:00 PM Race 1 (start subject to adjustment)
2:00 PM Race 2 (start subject to adjustment)
7:00 PM Awards Party- Crab Alley- 9703 Golf Course Road, West Ocean City, MD




Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

Subject: **Coastal Bays Watershed Restoration Funding**
 Greys Creek Nature Park Living Shoreline Restoration

Date: 4/21/23

Environmental Programs have been working with MD-DNR staff and the watershed restoration division at the Maryland Department of the Environment (MDE) regarding a project in the Assawoman Bay Watershed, the Greys Creek Nature Park Living Shoreline Restoration. As you will recall, we have completed the *Coastal Bays Watershed Plan* and received approval from MDE and the US Environmental Protection Agency (USEPA) for the Assawoman watershed. That approval allows Worcester County and our local partners to apply for Clean Water Act 319 funding. Section 319 funds are defined under the Federal Clean Water Act Section §319(h), and grant funds are periodically available to the states to reduce or eliminate water quality impairments that are associated with nonpoint source pollution.

The County Commissioners previously approved this project and MOU at their meeting on 4/5/22. Due to funding and schedule delays, this project got a new project and fiscal schedule from our funding agency. Subsequently, a new MOU needs to be executed.

This Greys Creek living shoreline restoration project, is an extension of a partial living shoreline restoration completed 8 years ago and included involvement of County Environmental Programs staff, staff from the Maryland Coastal Bays Program, and MD-DNR staff. MD-DNR has surveyed and ground-truthed the property with Environmental Programs staff and will prepare the design for the work.

The Greys Creek project (within Greys Creek Nature Park) will restore approximately 300 linear feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer. (Original Budget estimate \$123,000, **revised budget \$96,000**).

The funds for this project have been approved for award by the state as pass through from the US Environmental Protection Agency (EPA) to MDE. Environmental Programs is quite familiar with all of the work proposed in this project as well as the contractual and reporting requirements involved. The local permitting and inspection of this work would have normally gone through this office even if we were not involved in the grant. We have adequate staff to undertake this work in partnership with Department of Recreation and Parks, MD DNR and Maryland Coastal Bays. The project re-scoping will account and budget for county staff involvement.

ITEM 6

I would respectfully request permission from the County Commissioners to authorize President Bertino's signature on the attached MOU with the new schedule so this grant can be formally awarded and the work completed. We have previously reviewed this MOU with the County Attorney.

If you have any questions or need any additional information please let me know.

Attachments

1. MOU for the Greys Creek Living Shoreline Project
2. Attachment A – Revised Workslope and Budget

cc: David Bradford
Katherine Munson
Kelly Rados
Jacob Stephens
Kim Reynolds

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND
WORCESTER COUNTY, MD
Federal ID # 52-60001064 / DUNS # 101119399**

RE: Worcester County Assawoman Greys Creek Living Shoreline Project
FFY-20 GRTS#11

PURPOSE: This memorandum documents a Memorandum of Understanding ("Agreement") by and between the Maryland Department of the Environment (hereinafter "Department") and County Commissioners of Worcester County, Maryland (hereinafter "Grantee"). The purpose of this Agreement is to make available to the Grantee funds to implement restoration practices including 300 linear feet of tidal shoreline, 9,000 square feet of tidal wetlands, and 15,000 square feet of riparian buffer in Greys Creek, as part of the Assawoman Bay Watershed Restoration Plan.

WHEREAS: Pursuant to Section 319(h) ("Section 319(h)") of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.; "Clean Water Act"), the Department has received an award from the United States Environmental Protection Agency ("EPA") for implementation of nonpoint source pollution management programs in the total amount of \$2,241,500, CFDA #66.460, FAIN #: 97352920, EPA Award Date: 9/21/2020, the Department's Indirect Cost Rate is 24.04% ("319(h) Grant"); and

WHEREAS: Pursuant to § 1-404 of the Environment Article of the Annotated Code of Maryland, the Department may apply for, receive, and spend grants-in-aid by the federal government or any of its agencies or any other federal funds made available to the Department for use in carrying out the powers and duties of the Secretary of the Environment or the Department; and

WHEREAS: As a result, the Department is providing financial assistance to the Grantee using funds from the 319(h) Grant for the installment of 300 LF of tidal shoreline, 9,000 square feet of tidal wetlands, and 15,000 square feet of riparian buffer, as part of the Assawoman Bay Watershed Restoration Plan.

**NOW
THEREFORE:**

TERMS: The Department and the Grantee agree to the following terms:

I. TERM OF AGREEMENT

MOU – Worcester County Assawoman Greys Creek Living Shoreline Project (4.14.23)

The Agreement shall take effect upon execution by both parties and shall continue until the work described in Attachment A, attached hereto and expressly incorporated herein (the "Scope of Work"), is completed, which shall not be later than March 30, 2024.

II. SOURCE AND LEVEL OF FUNDING

- A. The Department shall provide the Grantee with funds in accordance with the terms of the Agreement, in a total amount not to exceed Ninety-Six Thousand and 00/100ths Dollars (\$96,000.00).
- B. Such funds shall be used solely and exclusively for tasks performed and materials required in accordance with the Agreement. Such funds shall be expended substantially in accordance with the budget as shown in the Scope of Work.
- C. Pursuant to Section 319(h), the Department has received an award from the EPA for implementation of nonpoint source pollution management programs. The Department is providing financial assistance to the Grantee under the Agreement to implement a nonpoint source pollution management program pursuant to Section 319(h). Grantee understands that funding under the Agreement is contingent upon the continued availability and receipt by the Department of Section 319(h) funding from the EPA.

III. SCOPE OF WORK

The Grantee shall perform its responsibilities as set forth in the Agreement and shall perform and/or ensure the performance of the activities outlined in the Scope of Work.

IV. METHOD OF PAYMENT

- A. Costs will be paid for the project under this Agreement on a reimbursement basis as identified in the Scope of Work and Section V below. Invoices will be paid in response to receipt of a written invoice and an itemized breakdown of all expenditures and operating costs incurred by the project during the period with the appropriate backup documentation e.g. receipts or paid invoices. These payments will be contingent upon receipt and approval by the Department of all deliverables due at the time the payment is to be made.
- B. After the Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this Agreement, the Department of Environment may withhold from payment an amount of not more than ten percent (10%) of the total Agreement price, until satisfactory completion by the Grantee of all tasks described under this Agreement.

- C. The Grantee's Federal Tax Identification Number and the Department's purchase order number must appear on all invoices submitted to the Department for payment.
- D. Grantee is required to use the Invoice Submittal Form (Attachment C-3) and must submit invoices on a quarterly basis. Each invoice must be accompanied by a certification signed by an authorized official, which reads as follows, "I certify that all expenditures reported are for appropriate purposes and in accordance with the provisions of the contract" (Agreement #). The invoice shall closely parallel the format of the budget in the Scope of Work and Section V below to the greatest extent possible. The Final Invoice is due within 30-days of the last day of the Agreement. Send Invoices to:

Accounts Payable
MDE Fiscal Services
1800 Washington Boulevard
Baltimore, MD 21230-1718
mde.ap@maryland.gov

- E. Each invoice shall be accompanied by appropriate backup documentation and match documentation. Examples of acceptable backup documentation for federal and non-federal expenditures are listed in Attachment B - Deliverables.

V. **WORK PRODUCTS, DELIVERABLES AND REIMBURSEMENT SCHEDULE**

- A. The Grantee will provide work products and deliverables to the Department according to the schedule and requirements described below and in the Scope of Work and in ATTACHMENTS B (Deliverables), C (Report Forms) and D (Conditions of Financial Assistance Award), each of which are expressly incorporated into and made part of the Agreement. Work products and deliverables submitted by the Grantee will be reviewed for approval by the Department to determine that they are sufficient to meet both the terms of the Agreement and Departmental reporting needs for the EPA.
- B. The table below gives the schedule of deliverables and their associated cost. Grantee will submit quarterly invoices based on the completion of deliverables as indicated in the table below. The total cost of the project is \$96,000.00.

| Deliverables | Invoice Period* | Estimated Costs** |
|--|------------------|-------------------|
| Workplan Task 1 Documents & reports Design Plan w/Specifications 30-50% Q1: Quarterly Report | 6/1/23 - 6/21/23 | \$10,000 |
| Workplan Task 2 Documents & reports Meeting Agendas and Minutes (Initial Outreach) Design Plan w/specs 100% Q2: Quarterly Report | 9/1/23 - 9/21/23 | \$10,000 |
| Workplan Task 3 Documents & reports Permit acceptance documentation Site Survey for Construction Q3: Quarterly Report | 1/1/24 - 1/21/24 | \$5,000 |
| Workplan Task 4 Documents & reports As-built plan or construction completion report Construction pictures Final Report | 3/1/24 - 3/21/24 | \$71,000 |
| | | \$96,000 |

*The schedule assumes a project start date of May 1, 2023. The schedule will be adjusted by mutual agreement if this date is moved.

**Invoice amounts in this table are estimated based on existing permit obtainment schedules.

VI. ASSURANCES

- A. The Grantee shall perform its responsibilities described in the Agreement in such a way that will enable the Department to perform its Section 319(h) responsibilities.
- B. Non-Discrimination in Employment. The Grantee agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- C. Dispute Resolution. In the event of a dispute under the Agreement, the parties agree to each appoint an authorized representative to resolve the dispute in good faith.
- D. Compliance with Federal Laws and Regulations. The Grantee acknowledges that funding is being provided under the Agreement with federal grant funds. The

Grantee and the Department shall comply with all applicable federal laws and regulations related to the receipt of funds under the Clean Water Act: Sec. 319(h) Nonpoint Source Implementation Program. The Grantee agrees to comply with the Conditions of Financial Assistance Award, attached hereto as Attachment D and expressly incorporated into and made part of the Agreement.

VII. AGREEMENT REPRESENTATIVES

The following individuals shall be representatives under the Agreement for their respective parties, and shall act within their respective authority and coordinate with others for actions beyond their authority:

Department: Jacey Brooks
 Water Science Administration
 Maryland Department of the Environment
 1800 Washington Boulevard
 Baltimore, MD 21230-1718
 410-537-3685
jaceyl.brooks1@maryland.gov

Grantee: Mr. Bob Mitchell
 Worcester County Government Center
 1 West Market St. Room 1306
 Snow Hill, Maryland 21863
 Phone: 410-632-1220
 E-mail: bmitchell@co.worcester.md.us

Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative at the address indicated above.

VIII. ON-SITE INSPECTIONS

The Department shall have the right to conduct on-site visits throughout the term of the Agreement.

IX. CONTRACTOR STATUS AND SUBCONTRACTING

- A. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement. The Grantee is not an agent of the Department, and can neither commit the Department to any expenditure of funds, nor enter into any contractual obligation on behalf of the Department.
- B. The Grantee may subcontract any portion of the grant with prior notice thereof to and approval from the Department. Any subcontractor(s) shall, and the Grantee

shall require that any subcontractor(s) shall, provide to the Department upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the Department to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Grantee of any responsibility for fulfilling all the requirements of the Agreement.

- C. The Grantee agrees to require any and all subcontractors retained by the Grantee in the course of performance of the Agreement to indemnify and save harmless and defend the State of Maryland, the Department, the Grantee, and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under the Agreement, either by the Grantee or the Department, or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Department or the Grantee.

X. AMENDMENTS

Prior written approval from the MDE 319 Grant Manager is necessary to make any change in the Agreement including but not limited to the following types of changes:

- a. Budget changes;
- b. Scope of Work changes;
- c. No-cost extension, or;
- d. Modifications to project goals, objectives, milestones or deliverables.

The modifications described above may also require prior approval by the federal funding agency. If it is necessary to seek federal approval, please be aware that it usually takes a minimum of several weeks to obtain final federal approval.

The Agreement may only be amended in writing by mutual consent of both parties.

XI. WARRANTY

The Grantee agrees to perform all work under the Agreement continuously and diligently, and to meet all milestones and provide all deliverables referenced above. The Grantee shall be responsible for the supervision, inspection, technical accuracy, and coordination of all data and work pursuant to the Agreement, and shall produce in a timely manner to the Department's satisfaction a product meeting professional standards of quality and methodology. The Grantee shall not be responsible for any delay in performance caused by events beyond its control including labor strikes, fires, or natural disasters.

XII. RETENTION OF RECORDS - AUDIT

The Grantee shall retain and maintain all records and documents relating to this contract for three years after grant closure or three years after final payment by the State (MDE) hereunder or until Federal and State audit requirements have been met or any applicable statute of limitations, whichever is longer. MDE's 319(h) Grant Manager will provide notification of the grant closure date.

The Grantee shall make such records and documents available for inspection and audit by authorized representatives of MDE, including MDE's Procurement Officer or designees, at all reasonable times.

XIII. LIABILITY FOR THIRD PARTY CLAIMS

- A. The Grantee is and will be acting as an independent contractor in the performance of its work and other obligations under the Agreement. The Department has no obligation for the payment of any judgments or the settlement of any claims made against the Grantee, its employees, agents, or subcontractors, if any, as a result of or relating to the Grantee's work and other obligations under the Agreement.
- B. The Department has no obligation to provide legal counsel or legal defense to the Grantee, its employees, agents, or subcontractors, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to this Agreement as a result of or relating to the Grantee's work and other obligations under the Agreement.
- C. The Grantee shall immediately give notice to the Department of any claim or suit made or filed against the Grantee, its employees, agents, or subcontractors, if any, regarding any matter resulting from or relating to the Grantee's work and other obligations under the Agreement.
- D. The Grantee shall cooperate, assist, and consult with the Department in the defense or investigation of any claim, suit, or action made or filed against the Department as a result of or relating to the Grantee's work or other obligations under the Agreement.

XIV. TERMINATION

- A. The Agreement may be terminated at any time by mutual agreement or by either party giving ninety (90) days' notice in writing to the other party. The Department shall not be obligated to make any further payments to Grantee after the effective date of termination of the Agreement, and Grantee shall be required to return funds it has received from the Department for work that is not in place as of the date of termination of the Agreement.
- B. Notwithstanding the provisions of paragraph XIV(A), the Department reserves the right to terminate the Agreement at any time if funding is unavailable. If the General Assembly fails to appropriate funds or if funds are not otherwise

available for performance by the Department, the Agreement shall be canceled automatically upon notice by the Department to the Grantee that funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Department's rights or the Grantee's rights under any termination clause in the Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Grantee and the State of Maryland/Department from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The Department shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of the Agreement.

XV. EFFECTIVE DATE

It is understood and agreed by the parties that the Agreement and any modification thereof shall not become effective or enforceable until the date it is executed by the Department.

XVI. COMPLIANCE WITH LAWS

The Grantee shall observe and comply with all federal, State, and local laws, regulations and ordinances that affect the work to be performed under the Agreement, the persons employed or engaged in connection therewith, or any material or equipment used. The Grantee shall procure and bear the expense of all necessary licenses, permits, and insurance.

XVII. SEVERABILITY

It is understood and agreed by the parties hereto that, if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

XVIII. ENFORCEMENT

The failure of the Department to enforce at any time the provisions of the Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Grantee of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the Agreement or any part thereof, or the right of Department to enforce each and every such provision.

XIX. MERGER

The Agreement embodies the whole agreement of the parties. There are no promises,

terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

XX. MARYLAND LAW

The laws of the State of Maryland shall govern the Agreement, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

XXI. NO THIRD PARTY BENEFICIARIES

Nothing in the Agreement shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

XXII. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall be deemed to constitute one and the same Agreement. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed the Agreement by causing the same to be signed as of the day and year first set forth above.

**STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT**

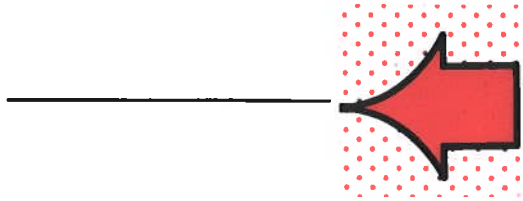
By _____
Thomas J. French, Director (or designee) Date
Operational Services Administration

Approved for Form and Legal Sufficiency
this _____ day of _____, 2023.

Rebecca Balint Reske, Assistant Attorney General
Office of the Attorney General

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

By _____
Anthony W. Bertino, Jr., President Date
County Commissioners of Worcester County, Maryland



**ATTACHMENT - A
MARYLAND'S NONPOINT SOURCE PROGRAM
319(h) Grant Work Plan
FFY 2020 Project #11**

Title: Worcester County Assawoman Greys Creek Living Shoreline

Grant: Clean Water Act 319(h) FFY 2020: Watershed Project Funds

Budget Federal §319 \$ 96,000.00

Project Period: June 1, 2023 through March 30, 2024

Contact Person: David Bradford, Deputy Director
Planning and Conservation Division
Worcester County Department of Environmental Programs
dbradford@co.worcester.md.us

| PROJECT SYNOPSIS | |
|--|---|
| EPA Strategic Plan | Goal 2 Protecting America's Waters Objective 2.2 Protect and Restore Watersheds and Aquatic Ecosystems |
| Federal Watershed Hydrologic Unit Code (HUC), see: https://mywaterway.epa.gov | HUC (12 digit) – 020403030303 |
| Maryland 8-digit watershed name and number, see: http://mddnr.chesapeakebay.net/wsprofiles/surf/prof/prof.html | Assawoman Bay MDE (8 digit) - 02130102 |
| Impairments addressed by this project, see: http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx | Total Nitrogen Total Phosphorus Fecal Coliform |
| Total Maximum Daily Loads (TMDLs) addressed by this project, | TMDL for Nitrogen & Phosphorus Approval Date for TMDL – 8/7/2014 |
| Watershed Plan Status | |

| | |
|--------------------------|--|
| Name/Date | Coastal Bays Watershed Plan, September 2019 |
| Jurisdiction | Worcester County Government Department of Environmental Programs |
| Electronic Copy Location | The Watershed Plan is not currently uploaded on the Worcester County website. A digital copy can be sent to MDE and/or EPA upon request. |
| Goals/Priorities | <p>The goal of the Coastal Bays Watershed Plan is stated as “...focused on meeting the nonpoint source TMDL load reductions from the Maryland portion of the Coastal Bays watersheds...” (Page 1). The primary objective is listed as:</p> <ul style="list-style-type: none"> • Ensuring that DO and Chlorophyll a concentrations meet the water quality criteria applicable to their designated use and control excessive algal growth and increase or maintain DO concentrations. (Page 15) <p>In order to achieve the stated objective, priorities are focused on the implementation of a suite of BMPs to address nutrient treatment and removal (Pages 18 – 20). These include a host of agricultural, urban and other BMPs as well as septic retrofits and upgrades.</p> |
| References to Proposal | The project proposed herein is specifically referenced in the Watershed Plan under the heading of Other BMPs as tidal wetland restoration and shoreline restoration (Page 20). |
| Status of EPA Acceptance | Watershed Plan approved on January 21, 2020 |

EXECUTIVE SUMMARY

The Greys Creek Living Shoreline Restoration Project is an extension of a living shoreline restoration completed approximately 7 years ago. The initial shoreline project was designed and constructed by the Maryland Department of Natural Resources in partnership with Worcester County and the Maryland Coastal Bays Program. This project proposed by Worcester County involves the same team to design, permit and construct the living shoreline. The project is located along an unnamed man-made tidal ditch which drains to Greys Creek and is located on property owned and managed by Worcester County Department of Parks and Recreation. The project area is currently bulkheaded and will be removed as part of the restoration project. The essential elements of the project include the restoration of low and high marsh area to restore the ecosystem function which existed prior to the ditching activities. These ecosystems (e.g., tidal marshes) are well documented as effective in the reduction of excess nutrients. This project will also include the incorporation of a canoe/kayak put in. When completed, this project will restore approximately 300 feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer.

SCOPE OF WORK

Project History and Background

Greys Creek is within the Assawoman Bay drainage area and has been determined to be impaired due to high inputs of nitrogen and phosphorus. Specific BMPs have been identified in the approved Watershed Plan (approved in January of 2020) to address these high nutrient loads and to help to improve the water quality. Suggested BMPs are described in the table below:

| Table ES-3. Estimated Cost for BMP Implementation in Assawoman Bay | | | | |
|--|-----------------|------------|----------------------------------|------------------------|
| BMP | Number of Units | Unit Value | Nitrogen Load Reduction (lbs/yr) | Total Annual Cost |
| Agricultural BMPs | | | | |
| Soil Conservation and Water Quality Management Plans | 86.5 | acres | 74 | \$168 |
| Core Nutrient Management Plans | 54.26 | acres | 193 | \$898 |
| Other agricultural BMPs <ul style="list-style-type: none"> * Wetland creation/restoration * Filter strips/grassed waterways * Riparian forest/herbaceous cover * Roof runoff structures * Heavy use protection * Denitrifying ditch bioreactors | 10 | acres | 1,084 | \$4,199 ¹ |
| Urban BMPs | | | | |
| Stormwater retrofits/redevelopment BMPs <ul style="list-style-type: none"> * Bioretention/rain gardens * Infiltration practices * Permeable pavement * Bioswales | 196 | acres | 1,535 | \$844,162 ¹ |
| Other BMPs | | | | |
| Tree planting | 20.5 | acres | 207 | \$1,735 |
| Riparian buffers | 3 | acres | 30 | \$276 |
| Stream restoration | 9707 | feet | 728 | \$738,509 |
| Shoreline restoration | 7000 | feet | 333 | \$199,150 |
| Septic Systems | | | | |
| Septic conversions | 103 | systems | 1,203 | \$54,265 |
| TOTAL | | | | \$1,843,360 |

¹ Composite cost using a variety of BMPs

A number of suggested BMPs are listed in this table. Specifically, shoreline restoration, wetland restoration and riparian buffers which are the activities proposed as part of this proposal.

The Greys Creek property was purchased by the State of Maryland and then transferred to Worcester County in 2006 and is managed by the Worcester County Department of Parks and Recreation. This property is largely undeveloped (one house is situated on the 574-acre park) and is managed as a passive recreation area. Activities are geared towards environmental education, nature studies, bird watching, trail hiking and non-motorized boating. The existing house is located near the proposed project location and the deposition of the building is included in the future planning for the Grey's Creek Nature Park. The Maryland Coastal Bays Program (MCBP) has an ongoing cooperative agreement with Worcester County to use and maintain the area near and adjacent to the project location.

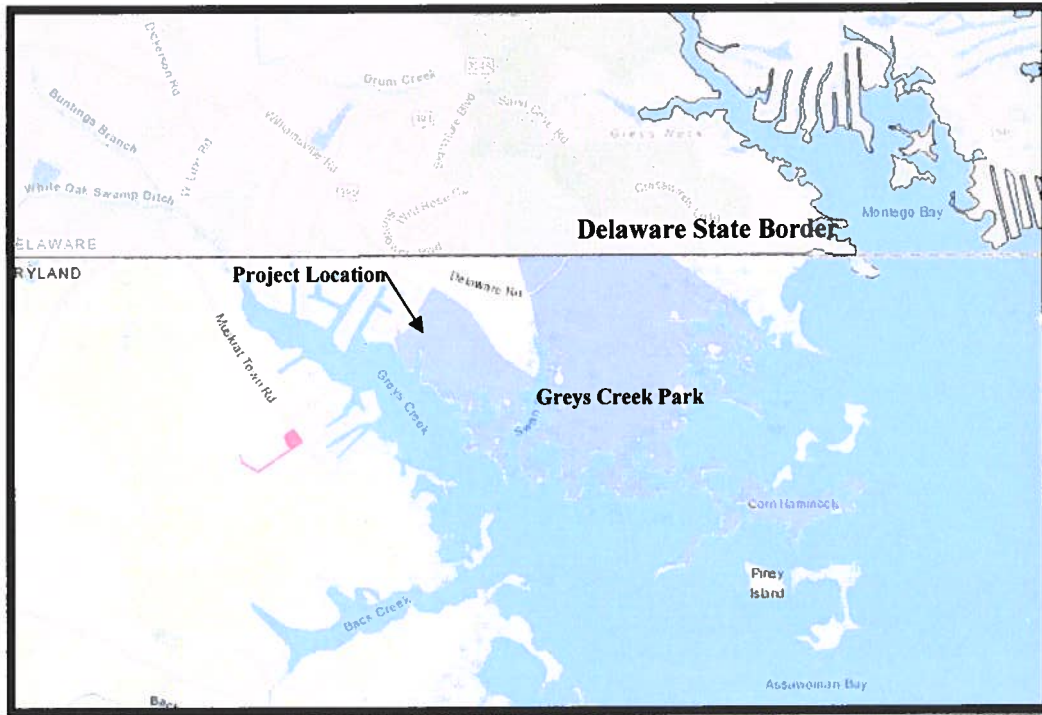
Worcester County, in cooperation with DNR and MCBP implemented a living shoreline project approximately 7 years ago to improve the existing habitat and address water quality in Grey's Creek. The proposed project will be an extension of that past project and will complete the living shoreline work in the ditched tidal gut.

Project Location

The Project is located along an unnamed tidal gut to Greys Creek (a tributary to Assawoman Bay). Greys Creek is in the northernmost portion of the Maryland coastal Bay drainage area – just south of the Delaware border. It is also adjacent to a number of residential communities who

will be able to regularly use the park, along with educational groups from the Worcester County Public School System, when the nature park and educational access areas are completed. The GPS Coordinates for the site are:

N 75.07'08"
W 38.26'44"



Project Location Maps



Project Justification

Shoreline restoration, tidal wetland restoration and riparian buffers are documented as effective BMPs to reduce nutrient loads. Assawoman Bay (and specifically Greys Creek) are known to have high nitrogen and phosphorus inputs which result in high chlorophyll a and low dissolved oxygen levels. These are documented impairments listed in Maryland's Integrated Report (303(d) list). This project, and these practices can have a measurable impact in helping to ameliorate these impacts and improve aquatic and riparian habitat. Baseline total nitrogen and phosphorus loads are documented at 124,228 lbs/yr. and 8,379 lb/yr. respectively for Greys Creek. NPS baseline allocations are set at 35,511 lbs/yr. for nitrogen and 2,416 lbs/yr. for phosphorus. The installation of these BMPs will help to decrease these yearly loads and help meet the annual allocations set for Greys Creek.

This site will be monitored for a period of 5 years post restoration. Monitoring will be focused on the survivability of plant species, overall vegetative recruitment and the stability of the project. MCBP will be responsible for monitoring the site post restoration.

This project is a cooperative venture between Worcester County, DNR, and MCBP. Local authorities have pledged their support for the project and will help to provide support for the project and help to maintain the project post restoration.

This also represents a very cost-effective approach for restoration. Shoreline restoration projects are typically constructed for anywhere from \$300 - \$500/L/F. This project represents a cost of \$336/L.F. and includes the 15,000 sq.ft. of riparian restoration.

Project Goal(s) and Objectives

GOAL: To restore tidal marsh and associated riparian area and reestablish coastal marsh ecosystem function.

OBJECTIVE 1: Restore 300 linear feet of tidal shoreline marsh using living shoreline techniques. This will improve stability and reduce sedimentation of the existing shoreline and provide critical intertidal habitat for a number of species which utilize shallow water tidal ecosystems.

OBJECTIVE 2: Restore approximately 15,000 sq.ft. of riparian area which will help to filter runoff and provide habitat for a host of terrestrial and avian species endemic to Maryland's coastal habitats.

OBJECTIVE 3: Restore 9,000 sq.ft. of tidal wetland marsh.

Measurable Environmental Results/Outcomes

1. Restoration of 300 linear feet of low and high marsh habitat. This will provide approximately 9,000 sq.ft. of tidal marsh restoration.
Restoration of approximately 15,000 sq.ft of associated riparian area.

Nutrient reduction for the living shoreline portion of the project are outlined below:

Total Nitrogen Reduction at 37.9 lbs/yr

Total Phosphorus Reduction at 14.9 lbs/yr

Total Suspended Solids Reduction at 19.3 lbs/yr

(These calculations are based on the Estimated Total Load Calculation Parameters as set forth in Protocols 1, 2 and 3 of the Expert Panel Guidance from the Chesapeake Bay Program)

Monitoring will be conducted on an annual basis using the following protocols:

- a. Monumented photo recordation
- b. Physical as-built surveys of the site to determine stability
- c. Vegetative sample plots to determine success of the planted species as well as vegetative recruitment.

Nutrient reductions for the living shoreline riparian area of the project are outlined below:

Pounds of total suspended solids reduced: 995.99 lbs/yr

Pounds of total nitrogen reduced: 11.92 lbs/yr

Pounds of total phosphorus reduced: 0.84 lbs/yr

(These calculations are based on the Estimated Total Load Calculation Parameters as set forth in Field Doc – The Commons)

Total Reductions for work at Greys Creek Living Shoreline

Total Nitrogen Reduction 49.82 lbs/yr

Total Suspended Solids Reduced 1,105.29 lbs/yr

Total Phosphorus Reduced 15.74 lbs/yr

Monitoring will be conducted on an annual basis using the following protocols:

- a. Monumented photo recordation
- b. Physical as-built surveys of the site to determine stability
- c. Vegetative sample plots to determine success of the planted species as well as vegetative recruitment.

Monitoring will be responsibility MCBP for a period of five years post restoration

Process

The development of this project will be an interactive process between the partners (Worcester County, DNR and MCBP) as well as stakeholders and other members of the public.

In order to complete the project described in this proposal, there are four major steps that need to be carried out. They are:

1. Complete project design
2. Acquire all necessary permits
3. Install the project as designed and permitted
4. Monitor project success

All of these steps will be carried out with stakeholder involvement. Particularly the development of the project plan which will be provided to local residents and other interested parties for review. It is likely that there will be one public event where stakeholders will have an opportunity to review and discuss the actions proposed to be taken.

In addition, MCBP has consistently used our volunteer base to help build, plant, maintain and monitor these projects. We strongly believe that involving our very active volunteer corps is integral to building consensus and maintaining a strong and relevant organization.

See Schedule of Activities for a more detailed list of project actions.

Capacity

Worcester County staff and its partners are well experienced in working with diverse groups to develop consensus for restoration projects throughout the coastal bays. In partnering with DNR and the MCBP, we can bring to the table years of experience in planning, development, and implementation of ecosystem restoration projects along with the ability to set applicable objects meet those objectives within set timeframes.

MCBP has been a consistent partner for many years and we have successfully partnered to complete a number of restoration projects. Most notably, we partnered on the Bishopville Dam Removal Project and just recently completed the Ilia Fehrer wetland restoration project outside of Berlin. We have a strong and positive working relationship.

Worcester County has partnered with DNR for many projects over the years. This includes, among others, the dredge Islands in Isle of Wight and Sinepuxent Bays, The Bishopville Dam Removal and the Assateague Living Shoreline project. We have a strong and positive working relationship.

Public Involvement

Public involvement will not be subsidized by federal grant funds. However, it is an integral part of our work on all projects done in coordination between Worcester County and MCBP. The public will be involved in many ways. They are:

1. Through public meetings where the public will be provided the opportunity to review and comment on proposed plans
2. Through the permit review process
3. Through our volunteer opportunities to help in the actual construction, planting, monitoring and maintenance of the project.

Where appropriate, MCBP always works to provide the public an opportunity to review, comment or contribute to our activities. We think it is imperative to maintaining a diverse and engaged citizenry.

Project Completion Assurances

As the leader on a number of ecosystem restoration projects, Worcester County is aware of the responsibility to complete funded projects on time and within budget. We have been doing this for many years and recognize the obligation to our funders, our partners, and our stakeholders. For this reason, we have set out a timetable which we believe is efficient and responsible.

Project Partner Responsibilities and Project Cooperator Roles

| Agency/Organization | Role | Responsibility |
|--|----------------------------------|--|
| Maryland Department of the Environment | Grant Administrator | Oversee project progress, accomplishments and grant reimbursement of expenditures. |
| Worcester County | Project Lead and Grant Recipient | Project management and deliverables. Contractor management. Review project plans and assist with project implementation and maintenance. |
| MD Coastal Bays Program | Cooperator | Has primary responsibility to assist with successful completion of all project activities, and to assist with deliverables and reporting |
| MD DNR | Cooperator | Assist with design, permitting and construction |

PROJECT WORK PLAN
Activities, Schedule and Deliverables

Objective #1: Implement BMPs.

| Activities | Timeline | Responsible Entity | Deliverables | |
|---|--------------------|--|---|--|
| | | | Outputs Project Products | Outcomes* Measurable Environ. Results |
| Complete Design Plan | 6/1/23 to 6/21/23 | Worcester County (in cooperation with MCBP & DNR) | 30-50% Design Plan | N/A |
| Contacts and meetings with stakeholders and other interested parties. | 6/21/23 to 9/21/23 | Worcester County & MCBP (in collaboration with watershed stakeholders) | Meeting agendas and minutes; list of concerns of raised with methods to address them. 100% Design Plans with specifications | N/A |
| Apply for federal, state and local permits | 9/22/23 to 12/1/23 | Worcester County (in collaboration with MCBP and DNR) | Completed Joint Permit Application submitted and accepted. | N/A |
| Construct Project | 1/1/24 to 3/30/24 | Worcester County (in collaboration with MCBP and DNR) | Restoration of 300 L.F. of living shoreline. Installation of 15,000 sq.ft. of riparian buffer Restoration of 9,000 sq.ft. of tidal wetlands | Estimated pollutant load reductions: to be determined. |

BUDGET

| Category | Federal 319(h) Grant | Total |
|--|-------------------------|-----------------|
| Contractual – Tidal Wetland Restoration and Shoreline Restoration | \$86,000 | \$86,000 |
| Project Management (Worcester County) | \$10,000 | \$10,000 |
| TOTAL | \$96,000 | \$96,000 |



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 26, 2023
RE: Berlin Fire Company Letter of Support Request

Berlin Fire Company is requesting the Commissioners send a letter of support for their Assistance to Firefighters Grant application to replace their Self-Contained Breathing Apparatus.

Attachments:

Email from President Fitzgerald – Page 2

Weston S. Young

From: David A Fitzgerald <dfitzgerald@berlinfire.com>
Sent: Friday, April 21, 2023 1:08 PM
To: commissioners
Cc: Candace Savage; Weston S. Young
Subject: Letter of Support for Berlin Fire Co Assistance to Firefighters Grant Applications

We are requesting a letter of support for our Assistance to Firefighters Grant for the self-contained breathing apparatus.

The following important information must be in the letter.

We are supporting the Assistance to Firefighters Grant application of Berlin Fire Company, Inc., application number EMW-022-FG-06672 for funding consideration to replace their Self-Contained Breathing Apparatus (SCBA) and to make the necessary air compressor modifications to fill the new air cylinders.

Their request is to replace units that have reached end of their useful lifespan and are no longer compliant with NFPA and other safety standards. Their newest units are over 16 years old with some units dating back to 1988. Units that were purchased in 2007 were refurbished units.

The letter should be sent to:

Mrs. Pamela Williams
Assistant Administrator, Grants Program Directorate
Federal Emergency Management Agency
500 C Street SW, Room 700
Washington, DC 20472-3198

Thank you for your support of our grant application.

David A. Fitzgerald
President
Berlin Fire Company, Inc,
Berlin Fire Company Emergency Medical Services, Inc,
214 North Main Street
Berlin, MD 21811
410-641-1977 firehouse
410-641-2494 firehouse fax
410-629-1474 home
410-626-1476 home fax
410-726-9083 cell
dfitzgerald@berlinfire.com



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MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: May 2, 2023
RE: Request to Award – Government Center Sound Attenuating Panels

Please see the attached proposal tabulation for the purchase of Sound Attenuating Panels to be located within the Worcester County Government Center. Public Works is requesting the Commissioner’s review and approval to award this purchase to Snap-Wall, Inc., in the amount of \$50,424. Proposals were due and opened on April 6, 2023 at 2:30pm. One proposal was received.

Funding in the amount of \$60,000 has been approved under Assigned Funds – Government Center Panels for this project.

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

Table with 4 rows: Worcester County Government Center Sound Attenuating Project, 4/6/2023, 2:30pm, Request for Proposals Tabulation Sheet, Respondent's Name(s): Snap-Wall Inc

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 May 2, 2023, between the County Commissioners of Worcester County, Maryland (“County”); and Snap-Wall, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the WORCESTER COUNTY GOVERNEMENT CENTER SOUND ATTENUATING PANELS.
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 \$50,424 (Fifty-thousand four hundred twenty-four dollars and no cents) or as shown in the Form of Bid.
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: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor’s Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addendum 1
 - p. Successful Vendor’s Completed Proposal Documents

- q. Notice of Award
- r. 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:
SNAP-WALL, INC.

By:
Title:
Date:



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: May 2, 2023
RE: Request to Bid – Recreation Center Storage Addition

Attached for your review and approval are bid documents for the addition of a storage area to the existing Recreation Center. 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 were approved by Program Open Space in the amount of \$623,000. Project Open Space funding is 90% reimbursable.

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: Worcester County Recreation Storage Addition

DEPARTMENT: Parks and Recreation

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: _____

TIME: _____

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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 construction of an addition to the existing Recreation Center at 6030 Public Landing Road 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.
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: **WORCESTER COUNTY RECREATION STORAGE ADDITION** 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 to construct an addition to the existing Recreation Center at 6030 Public Landing Road in accordance with the terms and conditions and specifications set forth in this solicitation.
2. This scope of work is written to outline services of General Contractor to complete the improvements in accordance with plans and specifications. Construction includes all labor, material, supervision and work necessary to complete the site work and building construction delineated on the project plans, drawings and specifications.

B. CONTRACT PRICING

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

C. SUMMARY

1. The existing building currently contains offices and recreation facilities. Water and sewer service are supplied by Town of Snow Hill, Maryland. Electric service is provided by Delmarva Power.
2. Additions include approximately 1500 square feet for equipment storage. The Successful Vendor will be required to coordinate with Worcester County Personnel, Architect/Engineers, Building Director, and County designees as appropriate to complete the project. This project will require relocation of existing gas piping underground to the existing building prior to construction of the new addition to allow continued service of the existing facility. Any utility outage must be approved by the facility manager.
3. Time for Performance: Construction for the building shall be substantially complete in 12 Months beyond "Notice to Proceed" by Worcester County. The contractor shall provide a timeline schedule of all major work and provide to the owner. Schedules must be updated monthly. Project progress meetings will be held bi-monthly. The contractor will be responsible to meet with and coordinate sub-contractors on-site.
4. Equipment and Material Supply and Installation – per Architect's Drawings and Specifications "Worcester County Recreation Storage Addition".
5. Construction Services – Supply all labor and supervision, tools and equipment necessary to complete the project in accordance with the plans and specifications.
6. The contractor shall submit within 10 days after contract award a schedule of values and timeline schedule for review and approval by the owner and architect.
7. The Local Jurisdiction for the project is Worcester County Maryland.
8. Material supply shop drawings are required for owner approval. Submittals shall include equipment drawings, specifications, brochures, and literature that describes the equipment proposed. Submittals mechanical, electrical, and those designated on the architectural drawings are required. A minimum of four (3) copies of submittals are required and one copy will be returned to the general contractor. Structural shop drawings for the steel building require design and certification by a Maryland Engineer. Designs must include COMcheck reports showing energy code compliance.
9. Material color selections shall match the existing building and shall be approved by the Owner and Architect. Submittals are required.
10. Upon completion, the contractor shall provide a set of "As-built drawings" showing all deviations from the contract drawings and actual installation details affecting architectural, electrical, mechanical, civil, structural, plumbing and HVAC systems.

11. Change orders – Change orders shall be submitted to the owner – 2 copies are required. Change orders must include a full itemization of material and labor necessary to complete the work and include a written description of the change. It is preferable to execute change orders by lump sum price.
12. Storage – Contractors may store material on-site and stage for installation. Stored material must be protected as required. The owner is not responsible for stolen or damaged stored material. Site storage space is limited and items must be minimized to allow use of the adjacent parking area. Perimeter fencing around the construction area is required to prevent danger to the public and protect the worksite. The Recreation Facility shall function during construction. Contractors must coordinate with County Personnel to maintain public parking and access.
13. Contractor shall maintain a construction work crew at site and include supervision and all trade labor sufficient to expedite and complete the designated work. A responsible Contractor representative must be maintained on-site while work is in progress.
14. A work initiating meeting shall be held with the contractor and owner after award to review the contract documents, schedule, work plan and any other issues pertinent to the completion of the project. At the initial meeting, the contractor shall present the work plan and sequence of work to the owner. Prior to beginning work on the project, the selected contractor shall be provided “Notice to Proceed” letter from the Owner.
15. The contractor will be required to provide any field office required for job personnel. The contractor shall provide temporary toilet facilities for the job personnel and remove at the end of the job. Toilets must be maintained in a sanitary condition.
16. Work Hours - Site Work hours are 7AM-9PM Monday-Saturday, 9AM-5PM – Sunday. The contractor must notify the owner 48 hours prior to scheduling any weekend work.
17. The Recreation Facility and site is a SMOKE FREE CAMPUS. Smoking is NOT permitted on the property.
 - a. The contractor shall maintain rated fire extinguishers at storage locations and central to the new construction during construction.
 - b. Flammable materials shall not be permitted to accumulate. Flammable and volatile chemicals shall be properly stored at all times.
 - c. Closely supervise welding and cutting operations. Provide fire watch personnel as required.
 - d. No burning of debris is permitted.
18. Temporary water and power may be provided by the owner for the project. Any connections/disconnections are the responsibility of the contractor. Temporary heat must be provided by the Contractor as necessary during construction.
19. Landscaping – Where existing landscaping is impeding work or damaged due to work, the contractor shall relocate landscape shrubbery by excavating, balling and maintaining on same property during construction. The shrubbery must be replaced at the end of construction. All landscape work must be completed by a licensed landscape contractor demonstrating capabilities for specified work. Worcester County shall be responsible for final planting and mulching of additional shrubbery at the end of the project. All final grading and seeding is the responsibility of the contractor.
20. Scaffolding – The contractor must supply all necessary scaffolding and access equipment necessary to safely complete the remediation project. Scaffolding must meet all current MOSH/OSHA safety regulations.

21. Dumpsters – The contractor is responsible for providing and maintaining an on-site dumpster and dumping as needed to keep the work site in a clean condition. Existing dumpsters for owner’s operation may not be utilized for the project.
22. The owner may complete additional work during the performance of these specifications by hiring additional contractors or with County personnel. The contractor must cooperate with other owner authorized work at the same site.
23. Cleaning – prior to final acceptance by the Owner, the contractor shall clean the exterior and interior of the project, remove any stored material and equipment, repair/stabilize and reseed disturbed areas of the yard and notify the Owner for inspection.
24. The contractor shall notify the owner when ready for final acceptance. Prior to final inspection, the contractor shall provide:
 - a. As-built drawings.
 - b. Maintenance manuals for supplied equipment and materials. Training for equipment including HVAC and Sanitary Systems.
 - c. All test, inspection and certification reports.
 - d. Guarantees, certificates for equipment and building.
 - e. Release of liens for all contractors and subcontractors, bonding company approvals and consent of surety to final payment.
 - f. One copy of all approved shop drawings.
 - g. Extra material supplies as specified in the drawings and specifications.
 - h. Cleaning (interior and exterior).
 - i. Stabilize and seed as necessary.
 - j. Removal of temporary facilities and equipment.

D. PROJECT SCHEDULE

1. The Successful Vendor will receive a “Notice to Proceed” from Worcester County and will then proceed to execute the project. The timeline for completion of the renovations shall be no more than 12 months beyond “notice to proceed”. Notice to proceed shall be based on Worcester County Commissioner approval and finalization of all contract, bond and insurance requirements.

E. BID SUBMITTALS

1. Professional Resume’s, Subcontractor Name(S) and credentials, Form of Bid, and any exceptions shall be included with the vendor’s bid submittal.
2. Vendors shall provide licensing credentials for the jurisdiction of practice and include a minimum of three references able to provide information regarding the completion of similar work/projects.
3. Bids shall include pricing for listed equipment and services.
4. Where noted on the project drawings and specifications, alternate/option pricing is requested.
5. Allowances, if identified, for items shall be established during the bid process as needed and included in the final bid proposal forms.
6. Equipment or material shall be warranted a minimum of 1 year from acceptance by Owner.

F. PERMITS

1. Worcester County will supply a construction permit after the Successful Vendor submits and competes the application. The contractor shall provide as per the drawings certified engineered designs for building structure (phased submittal), envelope, mechanical and electrical portion of the projects. Mechanical, Electrical, and energy systems certified

designs are required to fulfill the contract and building permit application by the General Contractor.

2. Designs shall include energy code certifications. All inspections – coordination and completion – are the responsibility of the Contractor.
3. Electrical Permits and inspections and all associated fees are the responsibility of the electrical contractor.
4. Fire Marshal permits for all protection systems are the responsibility of the GC/Fire subcontractor.
5. Environmental permits (including sediment erosion control and storm water) are the responsibility of the contractor.
6. A County gas permit is required for the re-location of the gas line at the new addition prior to foundation.
7. Schedule for all permits and inspections is the responsibility of the contractor.
8. The building/zoning/environmental programs/fire marshal permit will be no charge to the contractor.
9. Permits including electrical/plumbing are the responsible of the contractors and will be charged regular fees.
10. All third-party inspections including soils, steel/welding, concrete, electrical, structural observations/inspections are the responsibility of the contractor.

G. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
2. Material substitutions will be contingent on approval by Owner and Architect.
3. The contractor shall verify all conditions and dimensions prior to construction. Conditions not reported prior to construction may not be used as grounds for additional expense claims.
4. It is the responsibility of the contractor to assure that all work is completed in accordance with all codes, ordinances and regulations applicable to the project.
5. Proper assembly, installation and operation of all materials and components, systems and finishes shall be in accordance with manufacturer’s instructions.
6. Components for construction safety are not included in these drawings. It shall be the Successful Vendor’s responsibility to comply will all rules and regulations of OSHA/MOSH during all construction.

H. ATTACHMENTS

1. DRAWINGS, SPECIFICATIONS, AND SUPPLEMENTAL REPORTS
 - a. ARCHITECTURAL DRAWINGS AND SPECIFICATIONS – SEE Becker Morgan plan set Worcester County Recreation Center Addition for bidding.
2. Field Service Report – Underground Survey provided by On the Mark Locators.

I. PRE-BID CONFERENCE

1. A pre-bid meeting will be held on _____ at the Worcester County Recreation Center, located at 6030 Public Landing Road.

J. PAYMENT

1. Payment shall be governed by the approved award amount and schedule of values. Invoices may be submitted based on completed work and paid based on approval by the County. The County shall not be required to pay for incomplete work. A partial release of liens must be provided from the Contractor and all sub-contractors prior to release of payment in the amount of the requested amount less the retention for each application. For each application, a retention amount of 5% will be held until final acceptance of all

work complete. Final release of liens is required from each contractor prior to releases of final payment. Application for payment shall be submitted on AIA form G702 and follow associated instructions. Two (2) copies are required to be submitted to the Owner.

2. 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.

K. QUESTIONS

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

L. 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 “WORCESTER COUNTY RECREATION CENTER STORAGE ADDITION” 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 construction of an addition to the existing Worcester County Recreation Center as stated in the Bid Specifications. | |

Vendor agrees to have the Work completed within 12 months 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.

FIELD SERVICE REPORT

Bear, Delaware 19701
 1-888-272-6065
 www.onthemarklocators.com



Company: _____ Project: _____
 Customer Contact: _____ Address: _____
 Lead Technician: _____ ML Office Rep/PM: _____ Ref: _____

Services Performed: GPR Survey EM Scan Air / Hydro Excavation Concrete Scan Site Training
 Leak Locate VPI Fault Locate Survey & Mapping Other: _____

| Date: | # : | Description of Services: | STD Hours | OT Hours | Begin | Onsite | Offsite | End |
|-------|-----|--------------------------|-----------|----------|-------|--------|---------|-----|
| | | | / | | | | | |
| | | | / | | | | | |

Full Scope of Work:

Utilities/Features Designated:

GAS WATER ELECTRIC FIBER OPTIC COMM STORM SEWER REBAR UST UNKNOWN NONE

Other: _____

Additional Resources: (traffic control, rentals, supplies, etc...)

Results and Notes:

Soil Conditions: Saturated Dry Clay Sand Other:

Weather Conditions: Clear Overcast Rain Snow Other:

Client Communication:

Deliverables Requested: PMU ENGINEERING REPORT CAD UPDATE SKETCH OTHER

Deliverables Provided Onsite: YES NO

Survey Methodologies

| Known Utilities: | Unknown Utilities: | (Grid Spacing) |
|----------------------------------|--------------------|----------------|
| Utilities within Scope of Work: | Passive Scans: | |
| Utilities outside Scope of Work: | Split Box Scans: | |
| Building Feeds: | GPR Scans: | |

Other: _____

Contacts on Site: _____ Client PO #: _____ **Project Complete:** YES NO
 Name: _____ Company: _____ Phone: _____ Signature: _____
 Name: _____ Company: _____ Phone: _____ Signature: _____



ITEM 9

ON THE MARK LOCATORS

Po Box 918
Bear, DE 19701
888-272-6065

Field Report Photos



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ITEM 9

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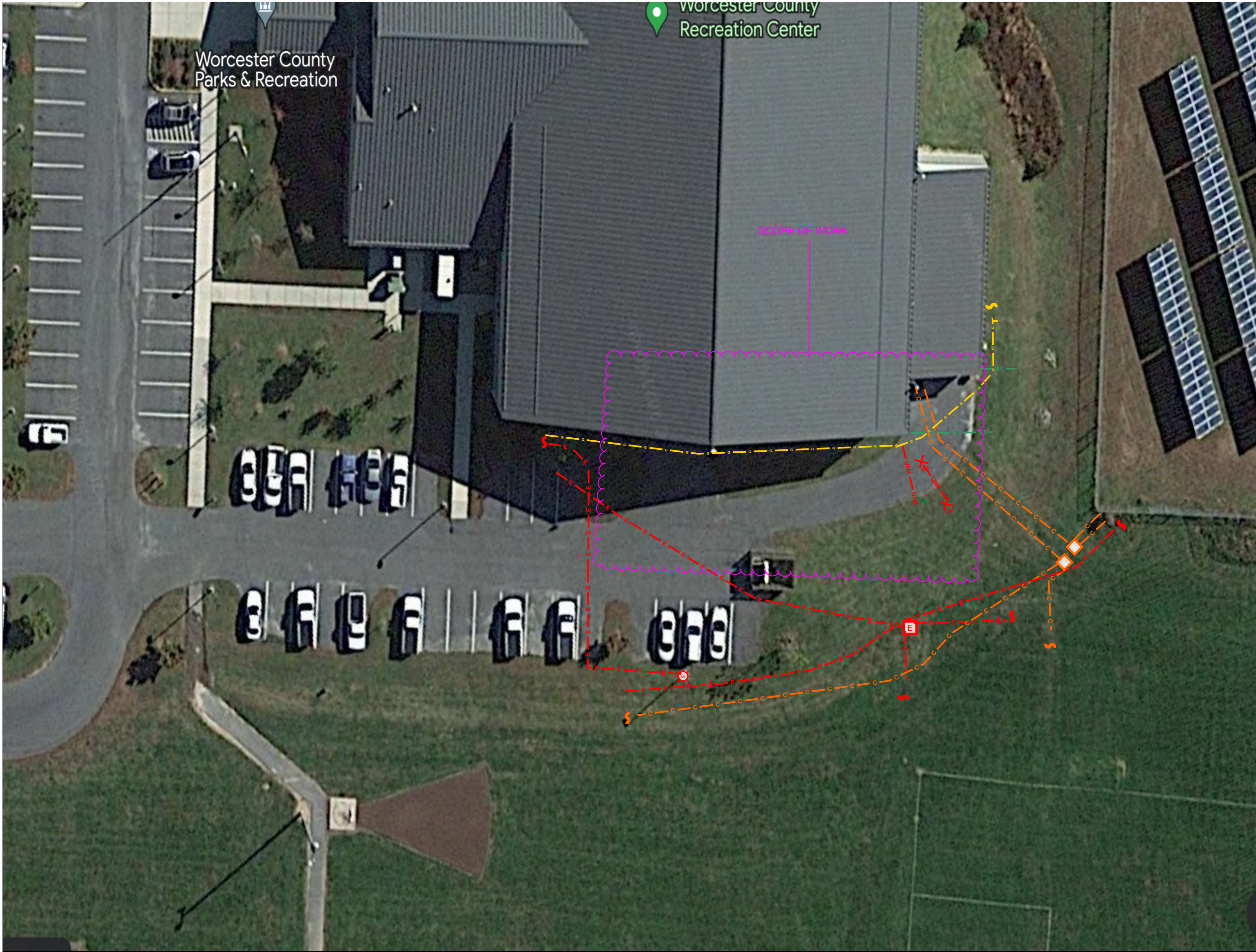
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Worcester County
Parks & Recreation

Worcester County
Recreation Center

SCOPE OF WORK



1080 S Chapel St, Newark DE 19702

Website
[https://
www.onthemarklocators.com](https://www.onthemarklocators.com)

Contact Us At
info@onthemarklocators.com

PROJECT LOCATION

FIELD NOTES

Page #



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: May 2, 2023
RE: Request to Bid – Public Works Roads Division Building Remodel

Attached for your review and approval are bid documents for the renovation of the Worcester County Roads Building. 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 were approved in the FY22 Assigned Fund Balance "North End Public Works Building". Balance available for this portion of the project is \$431,586.

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



PROJECT MANUAL

RENOVATIONS FOR:

WORCESTER COUNTY ROADS BUILDING
BERLIN, MARYLAND

BID SPECIFICATIONS



MARCH 2023

GMB FILE NO. 210241

GMB

GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115

SALISBURY/BALTIMORE/SEAFORD



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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 11 16

INVITATION TO BID

You are invited to bid on a General Contract for the renovation of the Worcester County Roads Building located at 10146 Main Street, Berlin, Maryland. First floor renovation to include removal of a spiral staircase, small partition addition and installation of new door and frame. The second-floor renovation will create new office space, update the bathroom to be accessible and a new janitor closet. The removal of the existing skylight and chimney and patching the roof with all necessary appurtenances. The completed work shall include masonry, wood framing, EIFS, roofing, drywall, mechanical, electrical and plumbing. The Contractor shall provide all necessary labor, equipment, tools, materials and incidentals, and shall perform all operations required to completely finish all of the work in the manner approved by the Architect.

Subcontractors shall be qualified and experienced in projects of similar size, type and complexity as this one, and shall be subject, if requested by the Owner, to submit evidence of same prior to execution of the construction contract.

Bids must be on a lump sum basis and may not be withdrawn for **60** days.

A pre-bid meeting will be held at the Worcester County Roads Building on _____, _____ 2023 at 1:30 PM. Attendance is recommended but not mandatory to bid. By submitting their bid, Bidders acknowledge they have examined the site in sufficient detail and familiarized themselves to prepare a complete and responsible bid for the specified work. No claims will be approved during construction for items that can be reasonably verified by field examination.

Sealed proposals will be accepted until 2:30 PM (EDT) on ___th day, June, 2023 in the:

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

Envelops shall be marked **“Bid Enclosed – Worcester County Roads Building – Berlin, MD”** in the lower left-hand corner.

Bidders may purchase full set copies of the drawings and specifications from Dicarlo Printing for a sum determined by the printer. Dicarlo Printing will issue all addenda and

maintain a plan holder list of firms who have purchased drawings and specifications.

No electronic files will be available from the Architect for bidding purposes.

Bidders must be registered to perform work in the State of Maryland and shall include their license number on the Bid Form.

Bid Security in the amount of five (5) percent of the Bid must accompany each bid in the Instructions to Bidders. The successful Bidder's security will be retained until he has signed the Contract and furnished a Performance Bond and a Payment Bond AIA Document A312, each in the amount of the contract sum.

Contractor is required, as an attachment to his bid, to provide a "Contractor's Qualification Statement", current AIA Document A305, including financial data. Bids received without this information will be considered non-responsive.

The right is reserved, as the interests of Worcester County may appear, to reject any and all bids, to waive any informality in bids received, and to accept or reject any items of any bid.

END OF SECTION

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 21 13

**AIA DOCUMENT A701-2017
INSTRUCTIONS TO BIDDERS**

Bidders shall comply with the requirements of the above document. Submitting a bid denotes acknowledgement by the Bidder that he has read and understands the content of this document.

END OF SECTION

Page left intentionally blank.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**SECTION 00 22 13****SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
AIA DOCUMENT A701**

Supplementary Instructions contain changes and additions to AIA Document A701 2018 Edition. Where any part of the INSTRUCTIONS TO BIDDERS are modified or voided by the Supplementary Instructions, the unaltered provisions remain in effect.

MODIFICATIONS**ARTICLE 2 - BIDDER'S REPRESENTATION**

2.1 Add the following subparagraph to Paragraph 2.1:

2.1.7: This bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

ARTICLE 3 - BIDDING DOCUMENTS**3.1 COPIES**

Delete Paragraphs 3.1.1 and 3.1.2 and substitute the following:

3.1.1: Bidders and Sub-bidders may purchase complete sets only of the Bidding Documents from the issuing office designated in the Invitation to Bid for a sum determined by the issuing office. The purchase sum is not refundable.

3.3 SUBSTITUTIONS

Delete Paragraphs 3.3.2.2 and 3.3.2.3 and substitute the following:

3.3.2.2: All requests for substitution prior to receipt of Bids shall be submitted on this attached "SUBSTITUTION REQUEST FORM, DOCUMENT 00 26 00".

ARTICLE 4 - BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

Add the following sentence to Subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

4.2 BID SECURITY

Add the following subparagraph to Paragraph 4.2:

4.2.5: If a Bidder refuses to execute the Agreement and obtain the performance and payment bonds within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

4.4 MODIFICATION OR WITHDRAWAL OF BIDS

Delete Subparagraph 4.4.1 and substitute the following:

4.4.1 No Bidder may withdraw, modify or cancel, a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

ARTICLE 5 - CONSIDERATION OF BIDS

5.3 ACCEPTANCE OF BID (AWARD)

Delete Subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall have the right to accept Alternates in the sequence or combinations listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

END OF SECTION

**DIVISION 00 – BIDDING REQUIREMENTS, CONTRACT FORMS AND
CONDITIONS OF THE CONTRACT**

SECTION 00 26 00

SUBSTITUTION REQUEST FORM

No substitution will be considered prior to receipt of Bids unless written request is made on this SUBSTITUTION REQUEST FORM at least ten days prior to the date for receipt of Bids. Requests for substitution after Contract award shall be done so at proposer's risk that item may be disapproved. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

SUBSTITUTION REQUEST

TO: _____

PROJECT: _____

SPECIFIED ITEM:

| Section | Page | Paragraph | Description |
|---------|------|-----------|-------------|
|---------|------|-----------|-------------|

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data includes a description of Changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Signature _____

For use by the design consultant

Firm _____

Accepted _____

Address _____

Accepted as noted _____

Not accepted _____

Date _____

Received too late _____

Telephone _____

Remarks _____

Attachments _____

END OF SECTION

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 41 23

BID FORM

TO:

WORCESTER COUNTY PUBLIC WORKS
6113 TIMMONS ROAD

SNOW HILL, MARYLAND

RENOVATION TO:
WORCESTER COUNTY ROADS
BUILDING

I have received the construction documents titled Renovation to Worcester County Roads Building. I have also received Addenda Nos. _____, and have included their provisions in this Proposal. I have examined both the documents and the site and submit the following bid.

In submitting this bid, I agree:

1. To hold my bid open until 60 days after bids are opened.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Performance and Labor and Material Payment Bonds in accord with the Supplementary Instructions to AIA Document A701.
3. To accomplish the work in accord with the Contract Documents.
4. To complete the work to Substantial Completion as certified in writing by the Architect within ____ following receipt of written notice to proceed.
5. Bidder agrees to pay a penalty of **\$1,000 per calendar day in Liquidated Damages** for not completing the work within the specified times.

SCHEDULE A - LUMP SUM BID PRICE

_____ will construct this project for the lump sum price of:

_____ Dollars (\$ _____)

Included within the lump sum price is \$ _____ for the full payment & performance bond premium.

I include a copy of my current Maryland Contractor's license or proof of application with my bid.

I include the required Bid Security with my bid.

SCHEDULE B – BID ALTERNATES

I include the following BID COST ALTERNATES. Worcester County reserves the right to incorporate alternates, in part or in total, it deems to be in its own best interests.

DEDUCT ALTERNATE NO. 1: Existing doors 208A to remain.

DEDUCT \$ _____

DEDUCT ALTERNATE NO. 2: Contractor to remove all HVAC work from contract. Contractor to coordinate with Worcester County who will provide HVAC work.

DEDUCT \$ _____

DEDUCT ALTERNATE NO. 3: Contractor to remove all electrical work from the contract. Contractor to coordinate with Worcester County who will provide electric work.

DEDUCT \$ _____

DEDUCT ALTERNATE NO. 4: Contractor to remove all low voltage work (access control, cameras, security and fire alarm) from the contract. Contractor to coordinate with Worcester County who will provide low voltage work.

DEDUCT \$ _____

SCHEDULE C - ALLOWANCES

I include the following ALLOWANCES in my Lump Sum Price.

1. Allow Six Hundred Dollars (\$600.00) to provide and install a new kitchen faucet and sprayer in the existing kitchen sink that is to be reused.
2. Allow Sixty Thousand Dollars (\$60,000.00) for running data/cable lines to the building.
3. Allow Thirty-six Thousand, Seven Hundred and Fifty Dollars (\$36,750.00) for Absolute Security to install the security alarm system, fire alarm system, keyscan access control and the IP camera system.

SUBCONTRACTORS

The undersigned BIDDER proposes to use the following named SUBCONTRACTORS:

MASONRY _____

CARPENTRY _____

ROOFING _____

EIFS _____

DRYWALL _____

FLOORING _____

PAINT _____

DOOR/HARDWARE _____

WINDOWS _____

HVAC _____

ELECTRICAL _____

PLUMBING _____

The following Corporation is chartered in the State of Maryland.

Witness

Signature

CORPORATE SEAL

Title

Firm Name

Date

Business Address

Maryland Contractor's License #

END OF SECTION

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 43 13

**AIA DOCUMENT A310 - 2010
BID SECURITY FORMS**

Bidders are required to submit an executed AIA DOCUMENT A310 – BID BOND as an attachment to their bid.

END OF DOCUMENT

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 52 53

**AIA DOCUMENT A101-2017
AGREEMENT FORM BETWEEN OWNER-DESIGN AND CONTRACTOR
– STIPULATED SUM**

The successful bidder shall be required to execute the above named agreement. Submitting a bid denotes acknowledgement by the Bidder that he has read and understands the content of this document.

END OF DOCUMENT

Page left intentionally blank.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 61 13

**AIA DOCUMENT A312 - 2010
PERFORMANCE BOND AND PAYMENT BOND**

The successful bidder shall be required to execute the above named bonds as a requirement of the contract.

END OF DOCUMENT

Page left intentionally blank.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 65 19.13

**AIA DOCUMENT G706 - 1994
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

At completion, and as a condition of final acceptance and payment, the contractor shall be required to submit documentation according to the requirements of the above document.

END OF DOCUMENT

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 65 19.16

**AIA DOCUMENT G706A - 1994
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

At completion, and as a condition of final acceptance and payment, the contractor shall be required to submit documentation according to the requirements of the above document.

END OF DOCUMENT

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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 72 00

**AIA DOCUMENT A201-2017
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The successful bidder shall be required to execute his contract according to the requirements of the above named document. Submitting a bid denotes acknowledgement by the Bidder that he has read and understands the content of this document.

END OF SECTION

Page left intentionally blank.

**DIVISION 00 – BIDDING REQUIREMENTS,
CONTRACT FORMS AND CONDITIONS OF THE CONTRACT****SECTION 00 90 00****MODIFICATIONS TO THE GENERAL CONDITIONS**

These modifications contain changes and conditions to the General Conditions of the Contract for Construction AIA Document A201, 2017 Edition. Where any part of the General Conditions are modified or deleted by these modifications, the unaltered provisions remain in effect.

MODIFICATIONS**ARTICLE 1 – GENERAL PROVISIONS**

Add 1.2.1.2: The Contractor shall be responsible for coordinating his own work with all the contract drawings and other trades affecting his work. A claim of limitation of responsibility by the contractor due to the failure to do such coordination is not acceptable.

ARTICLE 3 - CONTRACTOR

Add 3.13.2: The Contractor shall confine his work to the 'Limit of Construction'. He shall not obstruct public roads by delivery or other vehicles and shall work out material storage areas, vehicular access and work crew parking.

Paragraph 3.18.1, line 5, delete the phrase "other than the Work itself".

ARTICLE 5 - SUBCONTRACTORS

Add 5.2.5: Approval of Subcontractors. The Bid Form requires that the Contractor shall state the name of certain major subcontractors whom he proposes to employ. The Contractor shall be required to enter a subcontract with the subcontractors named in his proposal for these major divisions of the work, except those against whom the Architect or Owner shall have reasonable objection before the execution of the Contract. Subcontractors shall furnish suitable evidence of qualifications, experience, references and financial background, when requested by the Owner, to assist the Owner in its evaluation if such question should arise.

ARTICLE 7 – CHANGE ORDERS

Add 7.2.3: Costs Excluded - The term Cost of the Work shall not include any of the following items:

- .1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- .2 Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- .3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- .4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- .5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in the work.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add 9.3.1.3: Progress Payments will be 90% monthly and will cover the period up to the first day of each month and are to include payment for stored materials and equipment. Stored materials shall be only stored on site or in a bonded warehouse assigned to the Owner.

Add 9.3.1.4: In applying for payments, excluding the first payment and the final payment, the Contractor shall submit a written certificate in the exact wording that he has paid:

- .1 Labor to date.
- .2 Vendors and material suppliers in full to include items included in his previous statement and for which he received payment from the Owner.
- .3 Subcontractors in full, less the related 10%, to the amount included in his previous statement and for which he received payment from the Owner.

Contractor shall submit partial lien releases for work performed or materials provided by his subcontractors when work is complete and when requested by the Architect.

Add 9.3.1.5: Upon Substantial Completion of the entire work, the sum of the total payments will be required to equal 95% of the Contract Sum, less amounts for incomplete work and unsettled claims.

ARTICLE 11 - INSURANCE

.1 Reference Exhibit A attached.

END OF SECTION

EXHIBIT A

Worcester County Maryland
Standard Terms

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

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **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.

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Award of the following work to one (1) General Contractor for single source responsibility. This firm shall engage other specialist firms to perform any part of the work which they are not equipped or qualified to perform properly with their own personnel.

1. Do not engage any firm unacceptable to manufacturers of products to be used.
2. General Contractor is responsible for coordination of materials/data submission, production/delivery, installation, warranties and guarantees, and administration of subcontracts
3. Do not engage any firm unacceptable to Architect or Owner.

B. Furnish labor and materials to construct the project as specified in the construction documents.

C. The Owner reserves the right, without penalty, not to award a Contract.

1.02 CONTRACT

A. The specified work is to be accomplished under a single Base Bid.

1.03 EXCLUSIVE VENDOR CONTRACTS

A. The owner has elected to engage the services of a select list of specialist vendor/subcontractors for this project.

B. The General Contractor shall enter into subcontracts with the named specialist vendor/subcontractor firms as part of the general construction contract.

1. Bids by firms other than those listed herein will not be accepted

C. List of approved Exclusive Specialist Vendor/Subcontractors:

1. Fire and Carbon Monitoring System:
 - a. Absolute Security Group, Inc., 300 Mill Street Suite A, Salisbury, Maryland 21801, 410-860-0620, www.absolutesecuritygroup.com.

1.04 WORK SCHEDULE

- A. A construction schedule based upon the base bid shall be submitted for approval by the Owner along with the Contractor's bid prior to start of construction.
- B. Contractor shall update his construction schedule on a monthly basis or as otherwise requested by the owner.

1.05 USE OF PREMISES

- A. Use of premises by Contractor to be limited to the specified work areas and Owner approved storage area.

1.06 OWNER OCCUPANCY

- A. The Contractor shall work toward substantial completion of all work concurrently.

1.07 CODES

- A. All work shall be performed in accordance with the applicable codes and rules and regulations of the regulatory agencies which have jurisdiction over this project and its location.

1.08 PROGRESS MEETINGS

- A. In addition to a pre-construction meeting, progress meetings will be held during the course of the project at dates and times to be announced.

1.09 PERMITS AND LICENSES

- A. All required permits shall be paid for and obtained by the Contractor.
- B. All Contractors must be licensed by the State of Maryland.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS**SECTION 01 21 00****ALLOWANCES****PART 1 - GENERAL****1.01 SECTION INCLUDES**

A. This section includes administrative and procedural requirements governing allowances.

B. Certain materials and equipment are specified in the contract documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

C. Allowance amounts are for materials only. Installation shall be covered in Base Bid unless noted otherwise.

1.02 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the work.

B. At Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products selected by Owner from the designated supplier.

1.03 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.04 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner after installation has been completed and accepted.
- B. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

A. ALLOWANCE NO. 1:

1. Allow Two Six Hundred Dollars (\$600.00) for providing a new kitchen faucet and sprayer in the existing kitchen sink that is being reused.

B. ALLOWANCE NO. 2:

1. Allow Sixty Thousand Dollars (\$60,000.00) for running data/cable lines to the building.

C ALLOWANCE NO 3:

1. Allow Thirty-six Thousand, Seven Hundred and Fifty Dollars (\$36,750.00) for Absolute Security including fire and carbon monitoring system.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Changes to be incorporated into the work, only when that Alternate is made a part of the work by specific provisions in the Owner-Contractor Agreement. The Owner reserves the right to incorporate alternates, or parts of alternates, deemed to be in the Owner's best interest.

B. Referenced Sections of specifications stipulate pertinent requirements for products and methods to achieve the work stipulated under each Alternate.

C. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by Contract Documents.

D. The alternates are described in Section 00 41 23, Bid Form.

PART 2 - PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

Page to be left intentionally blank.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 29 00

PAYMENT PROCEDURES

1.01 SECTION INCLUDES

A. Payment for the work completed under this Contract will be made at the lump sum, contingent/unit, and allowance prices bid, which prices shall include the furnishing of all labor, tools, equipment and materials and the performance of all work required to complete the project as indicated and specified in accordance with all requirements of the Contract Documents.

B. All incidental minor and miscellaneous items, work and materials for which no specific lump sum or unit price bid item is shown and which are necessary to complete the work and to maintain and/or repair the work, shall be done and furnished by the Contractor without extra charge.

1.02 PAYMENT

A. After the award of the Contract, the Contractor will develop an itemized breakdown of the bid amount according to specific work activities. The Contractor will be required to submit an itemized breakdown of his bid for approval within 14 days after the Pre-construction Conference. At the end of each pay period, the Contractor shall submit to the Owner or his authorized representative for approval an invoice showing percent complete for each item on the breakdown.

B. With each Application for Payment, the Contractor shall submit a Form of Waiver and Release of Mechanic's Liens relating to the work for which they are to be paid with the proceeds of such Application of Payment.

C. The Contractor shall promptly pay each Subcontractor (including suppliers, laborers and material men) performing labor or furnishing material for the work upon receipt of payment from the Owner out of the amount paid to the Contractor on account of the work for each subcontractor, supplier, laborer, or material men, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such work.

D. The Owner may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of work done by such contractor.

E. The Owner shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

F. No progress payment or any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

1.03 PAYMENTS WITHHELD

A. The Owner may decline to pay all or any part thereof or, because of subsequent observations, it may nullify the whole or any part of any payment previously issued, to such extent as may be necessary in its opinion to protect the Owner from loss because of:

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to subcontractors or for labor, material or equipment.
4. Reasonable evidence that the work cannot be completed for unpaid balance of the Contract Sum.
5. Damage to the Owner or another Contractor.
6. Reasonable evidence that the work will not be or has not been completed within the Contract time.
7. Failure to carry out the work in accordance with the Contract Documents.
8. Cancellation, material change or lapse of required insurance as specified in the Contract Documents.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Owner's Representative, known hereafter as the Project Manager (PM), will schedule and administer pre-construction meeting, call progress meetings throughout progress of the work, and will:

1. Prepare agenda for meetings.
2. Set meeting date.
3. Make arrangements for meeting room.
4. Preside at meetings.
5. Record minutes; include significant proceedings and decisions.
6. Reproduce and distribute copies of minutes within five days after each meeting.
 - a. To participants in meeting.
 - b. To parties affected by decisions made at meeting.

B. Representatives of contractors and subcontractors attending meeting shall be qualified and authorized to act on behalf of entity each represents.

1.02 PRE-CONSTRUCTION MEETING

A. Schedule within 15 days after date of Notice to Proceed.

B. Location: As announced.

C. Attendance:

1. Owner's Representative (Project Manager).
2. Architect and his professional consultants.
3. Contractor's Superintendent.
4. Major Subcontractors.
5. Others as appropriate.

D. Suggested Agenda:

1. Discussion of:
 - a. Contract.
 - b. Certificates of Insurance.
 - c. Bonds.
 - d. List of major subcontractors and suppliers.
 - e. Projected Construction Schedule.
2. Critical work sequencing.
3. Project Coordination.
 - a. Designation of responsible personnel.
 - b. Architect's representative.
 - c. Owner's representative.
 - d. Contractor's superintendent.
4. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Substitutions.
 - d. Installation procedures.
 - e. Closeout procedures.
 - f. Submittals.
 - (1) Shop drawings – To be submitted as PDF electronic files.
 - (2) Samples.
 - g. Change Orders.
 - h. Monthly Applications for Payment.
 - (1) How many copies?
 - (2) Who approves same?
 - (3) Schedule of values.
 - (4) Stored material payments. (Off-site) (Insurance)
5. Adequacy of distribution of Contract Documents.
6. Procedures for maintaining Record Documents.
7. Use of premises.
 - a. Office, work and storage areas.
 - b. Owner's requirements.
8. Construction facilities, controls and construction aids.
9. Temporary utilities.
10. Safety and first-aid procedures.
11. Security procedures.
12. Housekeeping procedures.
13. Contractor's after-hours telephone number (3 key people).
14. Temporary usage of permanent elevator.
15. Other business.

1.03 PROGRESS MEETINGS

- A. Schedule as called.

- B. Location of meetings: As Announced.
- C. Attendance:
 - 1. Same personnel as at pre-construction meeting.
 - 2. Others as appropriate.
- D. Suggested Agenda:
 - 1. Review, approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems which impede Construction Schedules.
 - 5. Corrective measures and procedures to regain projected schedule.
 - 6. Revisions to Construction Schedule.
 - 7. Plan progress, schedule, during succeeding work period.
 - 8. Coordination of schedules.
 - 9. Review submittal schedules; expedite as required.
 - 10. Maintenance of quality standards.
 - 11. Review proposed changes for effect on Construction Schedule on completion date.
 - 12. Other business.

1.04 FINAL INSPECTION

- A. Schedule as called.
- B. Attendance:
 - 1. Same personnel as at pre-construction meeting.
 - 2. Others as appropriate.
- C. Suggested agenda for walk-through:
 - 1. The final inspection and acceptance of the work will focus largely on the appearance of the finished work.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 32 00

CONSTRUCTION DOCUMENTATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Construction schedule updating reports.
 2. Daily construction reports.
 3. Site condition reports.
 4. Unusual event reports.

1.02 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in PDF electronic files.
- B. Construction Schedule Updating Reports: Submit with Applications for Payment.
- C. Daily Construction Reports: Submit at weekly intervals.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Unusual Event Reports: Submit at time of unusual event.

PART 2 - PRODUCTS

2.01 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site per contractor and subcontractor.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.

9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

2.02 SITE CONDITION REPORTS

A. Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the Contractor, his subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the work, or a portion thereof.

B. All costs necessary for compliance with the requirements of this Section of the Specifications shall be included under the lump sum price bid.

C. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the work shall be submitted to the Architect for review for general compliance with the Contract Documents before fabrication. The Contractor shall obtain and check manufacturer's shop drawings, certified prints and other pertinent data for conformance with all requirements of the Plans and Specification and in ample time to permit satisfactory progress of the work. After the completion of such checking and verification by the Contractor, the Contractor shall sign or stamp such drawing, which stamp shall state as follows:

Checked by _____
(Contractor's Name)

Signed by _____
(Checker's Name)

D. All data, drawings and correspondence from subcontractors, manufacturers or suppliers shall be routed through the Contractor. The Architect shall review only such data and details as are transmitted to him by the Contractor. All correspondence from the Contractor to the Architect shall refer to the appropriate section of these specifications containing the subject matter of the inquiry.

E. All shop drawings shall be in conformity with all requirements of the plans and specifications. All shop drawings, except diagrams, brochures, schedules and illustrations, shall be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches,

and shall give all dimensions necessary for installation and incorporation in the work. All shop drawings shall be accurate and complete, showing outline and section views, details, materials, accessories, appurtenances and related items.

F. The Contractor shall submit to the Architect PDF electronic files of shop drawings and approval data. The Architect's notation of the action taken will be noted on the returned PDF electronic file. At the time of each submission, the Contractor shall call to the Architect's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications. At conclusion of the project, the Contractor shall provide (1) print copy and (1) combined PDF electronic file of all electronic file submittals.

G. Within fourteen (14) days of the Pre-construction Conference, the Contractor shall submit a list of all shop drawings to be submitted. This list can then be used as a check to ensure that all items are submitted.

1.02 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall furnish the Architect six (6) copies of a complete instruction manual for installation, operation, maintenance and lubrication of each component of all equipment. The operation and maintenance manual shall be submitted at least ninety (90) days prior to the anticipated completion of the project.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. General:

1. The Contractor shall give all necessary notices, obtain all permits (except those referenced above) and pay all governmental taxes, fees and other costs in connection with the work, file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction, obtain all required Certificates of Inspection and Approval for the work and deliver same to the Architect, except as otherwise noted herein.

B. Compliance: All materials furnished and all work installed shall comply with the requirements of all governmental departments having jurisdiction.

1.02 STANDARDS

A. Any reference to standards in the Contract Documents shall always refer to the latest issue in effect, including all revisions at the time bids are taken, of said standards unless otherwise stated.

1.03 VERIFICATION OF DIMENSIONS

A. The Contractor shall be responsible for field verification of all dimensions of existing facilities and other items which are shown on the Contract Drawings.

B. The Contractor shall be responsible for cross checking dimensions between different drawings as facilities are being laid out. Any discrepancies shall immediately be brought to the attention of the Architect.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Contractor shall select, employ and pay for services of an Independent Testing Laboratory to perform specified inspection, sampling and testing where specified in the various sections of the specifications.

1. Contractor shall cooperate with laboratory to facilitate execution of its required services.
2. Employment of laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LABORATORY DUTIES

A. Cooperate with Architect and Contractor; provide qualified personnel after due notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction.

1. Comply with specified standards.
2. Ascertain compliance of materials with requirements of Contract Documents.

C. Promptly notify Architect of observed irregularities or deficiencies of work or products.

D. Promptly submit five (5) copies of written report of each test and inspection to Architect. Each report shall include:

1. Date issued.
2. Project title and number.
3. Testing laboratory name, address and telephone number.
4. Name and signature of laboratory inspector.
5. Date and time of sampling or inspection.

6. Record of temperature and weather conditions.
7. Date of test.
8. Identification of product and specification section.
9. Location of sample or test in the Project.
10. Type of inspection or test.
11. Results of tests and compliance with Contract Documents.
12. Interpretation of test results, when requested by Architect.

E. Perform additional tests as required by Owner or the Owner.

1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the Work.

1.04 CONTRACTOR RESPONSIBILITIES

A. Cooperate with laboratory personnel and provide access to Work.

B. Furnish incidental labor and facilities:

1. To provide access to Work to be tested and to maintain traffic in order to provide laboratory personnel a safe work site.
2. To obtain and handle samples at Project site or at source of product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.

C. Inspection and testing exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor, at no additional cost to the Owner.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS**SECTION 01 42 00****REFERENCES****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it is understood that reference to the drawings accompanying this specification is made unless stated otherwise.
- B. Where "as directed", "as required", "as selected", "permitted", "acceptance", or words of similar import are used, it is understood that direction, requirement, selection, permission or acceptance by the Architect and compliance with codes and regulations are intended unless stated otherwise.
- C. Where used "provide" is understood to mean "provide complete in place"; that is "furnished and installed".
- D. Where "items of material, equipment, work, etc." and "methods of installation, finish, and accomplishment, etc." are referred to in this specification it is understood to refer to all such "items, materials, equipment, work, finish, etc."
- E. Where "includes" is used, it is understood to mean "includes, but is not limited to".
- F. Where "Engineer" and "Architect" are used, they shall be understood to have the same meaning and to be the same reference.

1.02 SPECIFICATION REFERENCE

- A. Materials or operations specified by reference to specification of a manufacturer or society or institute or other standard must comply with requirements of current specification or standard listed.
- B. In case of conflict between referenced specification or standard, the one having the more stringent requirement governs.

1.03 INSTITUTE, SOCIETY, ASSOCIATION AND STANDARDS ABBREVIATION

| | |
|--------|---|
| AAMA | Architectural Aluminum Manufacturer's Association |
| ACI | American Concrete Institute |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| ASTM | American Society for Testing and Materials |
| AWS | American Welding Society |
| FM | Factory Mutual |
| FS | Federal Standard |
| NEC | National Electrical Code |
| NRCA | National Roofing Contractors Association |
| OSHA | Occupational Safety and Health Act |
| SIGMA | Sealed Insulating Glass Manufacturer's Association |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association |
| SSPC | Steel Structures Painting Council |
| UL | Underwriter's Laboratories |

Not all of the above names are necessarily referenced in the specifications.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnishing, installing and maintaining temporary utilities required for construction; remove on completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State and local codes and regulations and with utility company requirements.

PART 2 - PRODUCTS

2.01 GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

A. Contractor to tie into existing service for temporary power and lighting at the owner's expense.

B. Provide adequate artificial lighting for areas of work when natural light is not adequate.

C. Provide and maintain necessary temporary night lighting devices to properly mark hazards and obstructions and to maintain security of property and materials.

2.03 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation, if necessary, to maintain adequate environmental conditions to facilitate progress of work, to meet specified minimum conditions for installation of materials, and to protect materials and finishes from damage due to temperature or humidity.
- B. Use of portable heaters when required shall be standard approved units complete with controls. Fuel costs shall be paid by Contractor.

2.04 TEMPORARY WATER

- A. Contractor to tie into existing service at no charge.

2.05 SANITARY FACILITIES

- A. Provide temporary sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 - EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to specified, or to original, condition.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 52 13

FIELD OFFICES AND SHEDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. At the contractor's discretion, furnish, install and maintain temporary field office and storage sheds during construction period.
- B. At completion of work, remove field offices, sheds and contents.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with requirements of Federal, State and local codes and regulations.

1.03 OTHER REQUIREMENTS

- A. Prior to installation of offices and sheds, consult with Owner on location, access and related facilities. Location must be approved by the Public Work Department prior to placement.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

Page left intentionally blank.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 54 00

CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnishing, installing and maintaining construction aids; remove on completion of work.

1.02 SAFETY REQUIREMENTS

A. Except as modified by governing codes and by this Specification comply with applicable provisions and recommendations of following standards.

1. ANSI A10.2, Safety Code for Building Construction.
2. ANSI A10.8, Safety Requirements for Scaffolding.
3. ANSI A10.10, Safety Requirements for Temporary and Portable Space Heating Devices and Equipment Used in the Construction Industry.
4. ANSI A14.2, Safety Requirements for Portable Metal Ladders.

B. Comply with Federal, State and local codes and regulations.

C. Upon request, contractor shall furnish written certification that he has adhered to the referenced standards in the performance of his work on this project.

PART 2 - PRODUCTS

2.01 CONSTRUCTION AIDS

A. Provide and maintain in good condition required temporary ladders, ramps, chutes, scaffolding, and platforms as required.

B. Temporary Enclosures: Provide as required for protecting the work. Provide for both exterior and interior openings, for passageways, and any other location where temporary enclosures and protection may be required.

PART 3 - EXECUTION

3.01 PREPARATION

A. Review site conditions and factors which affect construction procedures and construction aids.

3.02 GENERAL

A. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services at completion of project.

B. Clean, repair damage caused by installation or by use of temporary facilities.

C. Restore existing facilities used for temporary purposes to specified, or to original, condition.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnishing, installing and maintaining suitable barriers as required to prevent entry, and to protect the work and existing facilities from construction operations; remove when no longer needed, or at completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with federal, state and local codes and regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, and shall comply with the requirements of applicable codes and standards.

2.02 BARRIERS

A. Contractor's option, as appropriate to serve the required purpose.

PART 3 - EXECUTION

3.01 GENERAL

A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.

B. Maintain during entire construction period.

C. Relocate as required by progress of construction.

3.02 REMOVAL

A. Completely remove barricades when construction has progressed to the point that they are no longer needed, and when approved by the Architect.

B. Clean and repair damage caused by installation.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 01 70 00****EXECUTION AND CLOSEOUT REQUIREMENTS****PART 1 - GENERAL****1.01 SECTION INCLUDES**

A. Substantial Completion: The project will be considered substantially complete when building and all equipment has been completed, installed and tested and the building is ready to be used for its intended use.

1.02 CLEANUP

A. Upon completion of the work and before Final Acceptance will be made, the work site, storage areas, and other areas occupied by the Contractor during construction shall be cleaned, and all surplus and discarded materials, false work and rubbish placed thereon by the Contractor shall be removed by the Contractor. The Contractor's storage area shall be top soiled, seeded and mulched. No separate payment will be made for the work as all such costs shall be included in the lump sum price bid.

1.03 TOOLS, ACCESSORIES AND SPARE PARTS

A. The Contractor shall, unless otherwise stated, furnish with each type, kind and size of equipment, one complete set of any special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment.

B. Each piece of equipment shall be provided with a substantial name plate, which is securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture and principal rating data.

C. Where the Specifications require spare parts to be furnished by the Contractor, said spare parts for each item of equipment shall be kept separate and tagged to identify the specific item of equipment to which they belong, shall be packaged so as to preclude damage from handling and storage, and shall be bagged or packaged together where items are small in dimension.

1.04 DELAYS AND EXTENSIONS OF TIME

A. The Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration arising because of hindrance or delay from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on the part of the Owner or his agents.

B. In the event the Contractor requests an extension of the Contract Time, he shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract. The Owner shall base his findings of fact and decision on such justification and supporting evidence and shall advise the Contractor in writing thereof. If the Owner finds that the Contractor is entitled to any extension of the Contract Time, the Owner's determination of the total number of days' extension shall be based upon the currently approved progress schedule and on all data relevant to the extension. Such data will be incorporated into the schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that the actual delays in activities or time that are required to execute change order activities which, according to the schedule, do not affect the critical path and therefore do not have any effect upon Contract completion time, will not be a basis for an extension of time.

1.05 WARRANTY AND GUARANTEE

A. After the project is substantially complete and the Architect has issued the Certificate of Substantial Completion, all guarantees and warranties shall commence.

B. The Contractor warrants to the Owner the following for a period of one year:

1. That all materials and equipment provided under this Contract are new, unless otherwise specified.
2. That all work is of good quality and free from faults and defects and in accordance with the requirements of the Contract Documents.
3. That all equipment and systems and each and every part thereof, shall operate (with proper care and attention) in a satisfactory and efficient manner, and in accordance with the Contract Documents.
4. That the Contractor shall, upon receipt of written notice from the Owner, promptly replace with workmanship and materials which comply with these Specifications, and re-execute, correct or repair, without cost to the Owner, all work which may be found to be not in accordance with the Contract Documents.

5. That the guarantee obligations assumed by the Contractor under these Contract Documents shall not be held or taken to be in any way impaired because of the Specifications, indication or approval by or on behalf of the Owner of any articles, materials, means, combinations of things used or to be used in the construction, performance and completion of the work, or any part thereof.
6. That no use or acceptance by the Owner of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments or corrections made by the Owner due to the Contractor's failure to comply with any of his obligations under the Contract Documents, shall impair in any way the guarantee obligations of the Contractor under these Contract Documents.

C. If the Contractor fails to make repairs during the guarantee period, the Owner may cause such damaged or defective work to be repaired and made good at the cost and expense of the Contractor, including, but not limited to, compensation if required for additional professional Owners. The Contractor shall also bear the expenses of making good all work destroyed or damaged by the correction, removal or replacement of his defective work.

1.06 TESTING OF EQUIPMENT AND SYSTEMS

A. Preliminary Testing

1. When the Contractor has completed the installation of all equipment including electrical appurtenances, he shall perform preliminary testing on each piece of equipment.
2. Contractor shall provide for the inspection of each piece of equipment by authorized and qualified manufacturer's representatives. These manufacturer's representatives shall verify that all equipment has been installed properly.
3. Manufacturer's representatives shall verify that the individual equipment and/or components are functioning in accordance with the Contract Documents.
4. The manufacturer of each piece of equipment shall provide a manufacturer's certificate in accordance with Section 01 33 00 - SUBMITTALS.

B. Pre-Final Testing

1. Pre-final testing shall include the actual running of equipment to ensure that all electric and controls are properly connected. This testing shall be done under the supervision of the manufacturer's representative.

1.07 FINAL ACCEPTANCE

A. Upon completion of all work under this Contract, the Contractor shall request, in writing, final acceptance by the Owner.

B. Prior to this request, all specified operation and maintenance instructions and training shall have been provided for the plant personnel and all certificates, spare parts, test equipment, record drawings, and other items required to be delivered shall have been provided.

C. Upon receipt of the request, the Architect, the Owner, and the Contractor will make an inspection of the Project to determine the status of completion as follows:

1. If the Architect does not consider the Project to be complete, the Architect will notify the Contractor in writing of this fact, and will include the reasons why the Project is not considered complete.
2. Any items that are not satisfactorily completed or unsatisfactory as determined by the Architect, shall be promptly remedied or completed.
3. Upon satisfactory correction of defects or incomplete information or work, the Architect will certify to the Owner that the plant is finally complete.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS**SECTION 01 73 29****CUTTING AND PATCHING****PART 1 - GENERAL****1.01 SECTION INCLUDES**

A. Provision for cutting, removing, replacing, patching, restoration, refinishing and similar type work as necessary to work scheduled to remain. Restore existing facilities damaged as a result of construction activities to a condition equivalent to that prior to the start of work, except where otherwise specified.

B. Extent of work includes removal and replacement of defective work and installation of new work to be installed in existing construction.

1.02 SUBMITTALS

A. Submit procedures proposed for accomplishment of cutting, patching and repairing when such work affects:

1. The structural value of or structural integrity of any element of the project.
2. Integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
3. Efficiency and operational life, maintenance or safety of operational elements.
4. Visual qualities of sight-exposed elements.

B. The submittals shall include:

1. Identification of project.
2. Description of affected work.
3. Necessity for cutting, patching or alteration.
4. Effect on structural or weatherproof integrity of project.
5. Alternatives to cutting, patching or repairing.

PART 2 - PRODUCTS**2.01 MATERIALS**

A. Materials for replacement, repairing, patching, restoration and similar type work shall conform to applicable sections of the specifications. Waste materials resulting from cutting and removal work shall be removed from the job site.

PART 3 – EXECUTION

3.01 INSPECTION AND PREPARATION

A. Inspect existing conditions of work for possible movement or damage during cutting or uncovering procedures. After uncovering work, inspect conditions affecting installation of new products. Do not proceed with further cutting, patching or repair work if defects are observed or if any unsafe condition exists.

B. Prior to cutting or uncovering work provide shoring, bracing and supports as required to maintain structural integrity of project. Prior to restoration work properly prepare existing surfaces to receive new materials such as to provide a proper bond or joining.

3.02 CUTTING

A. Cutting shall be performed by hand or power tools. Cut holes and slots neat and to the size required, with a minimum disturbance of adjacent work.

B. Saw cut patch perimeters ¼” deep minimum to prevent feathering of patch material.

3.03 PATCHING AND REPAIRS

A. Existing work shall be cut, altered, removed, temporarily removed and replaced as required for performance of work specified. Work remaining in place that is damaged or defaced by reason of alteration or renovation shall be restored to a condition equivalent or better than that prior to start of work. Contractor shall be responsible for coordinating patching and repairing involving the various trades, whether or not specifically mentioned under the respective sections.

B. Restore surfaces affected by patching and repairing work to match existing adjacent surfaces. Repainting of affected areas or surfaces shall match color and shade of existing painted surfaces.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer on the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep Work, site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from renovation operations.

B. Provide on-site containers for collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal areas away from site.

3.02 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.

C. Wash and shine glazing.

D. Polish glossy surfaces to a clear shine.

E. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

F. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Maintain at site one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to contract.
 - 5. Architect field orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test reports.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Drawings: Legibly mark to record actual construction.

- D. Specifications and Addenda: Legibly mark each section to record
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.

1.05 SUBMITTAL

- A. Submit electronic copies of the as-built Record Documents to the Architect at the end of the project.
- B. At contract close out, deliver paper and electronic copies of the Record Documents to Architect or Owner as directed. Final payment will not be due and payable until acceptable Record Documents are submitted to the Architect.
- C. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 80 00

PERFORMANCE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Owner's expectations for the performance, quality, workmanship, management and cooperation of the General Contractor and his Sub-Contractors in the execution of the Construction Contract of this project.

1.02 OWNER'S PROJECT REQUIREMENTS

A. The completed facility shall provide comfortable conditions in an energy efficient way.

B. The completed facility shall be an environment that does not promote the propagation of mold.

C. The completed facility shall be constructed in compliance with all applicable building standards.

D. The completed facility will operate efficiently, and in full compliance with the intent of the plans and specifications, to ensure 100% utilization by the Owner at all times.

E. The completed building work will be aesthetically acceptable to the owner/architect. Unacceptable work will be corrected by the contractor without additional cost to the owner. The contractor will use the most cost effective practices and exhibit pride of workmanship of the builders and workers who construct the project.

1.03 CONTRACTING OF LOCAL SUBCONTRACTORS

A. The Contractor shall make good faith efforts to encourage the participation of qualified local sub-contractors and personnel in bidding and performance of his Contract.

1.04 WORK SCHEDULE

A. An executed Contract shall denote acknowledgment by the Contractor and his Sub-Contractors that they understand the critical need of constructing the project within the required schedule, in a professional and efficient manner.

1. The construction schedule and requirements for Liquidated Damages are defined in Section 00 41 23, Bid Form.

END OF SECTION



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director *JKK*
Date: April 24, 2023
Re: Rezoning Case No. 441 – Ocean 8 Group LLC, applicant, Hugh Cropper, IV, Esquire attorney for the applicants

.....
I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 441. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 441, seeking to rezone approximately 3.29 acres of land located on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue, from C-2 General Commercial District to R-4 General Residential District. The case was reviewed by the Planning Commission at its meeting on April 6, 2023 and was given a favorable recommendation. A copy of the Planning Commission’s written Findings of Fact and Recommendation is also attached.

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

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

**NOTICE
OF
PROPOSED CHANGE IN ZONING**

**EASTERLY SIDE OF STEPHEN DECATUR HIGHWAY
AND SOUTH OF SUNSET AVENUE**

**TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND**

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 441 has been filed by Hugh Cropper, IV on behalf of Ocean 8 Group, LLC, property owner, for an amendment to the Official Zoning Maps to change an approximately 3.29 acres of land located on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue, in the Tenth Tax District of Worcester County, Maryland, from C-2 General Commercial District to R-4 General Residential District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

PUBLIC HEARING

on

TUESDAY, _____

AT _____

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

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 441 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 441 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

Anthony W. Bertino, Jr., President

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 441

APPLICANT:

**Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, MD 21842**

ATTORNEY FOR THE APPLICANT:

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

April 6, 2023

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 441, filed on January 31, 2023.

B. APPLICANT: Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, Maryland 21842

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

C. TAX MAP/PARCEL: Tax Map 26, Parcel 445, Lot 1B, Tax District 10

D. SIZE: The petitioned area is 3.29 acres in size.

E. LOCATION: The petitioned area is located on the easterly side of Stephen Decatur Highway approximately 450 feet south of Sunset Avenue.

F. CURRENT USE OF PETITIONED AREA: The property is currently vacant, but in the past has been utilized as a material storage yard, most recently for the Route 50 shared use path construction.

G. CURRENT ZONING CLASSIFICATION: C-2 General Commercial District.

H. REQUESTED ZONING CLASSIFICATION: R-4 General Residential District.

I. APPLICANT'S BASIS FOR REZONING: Change in the character of the neighborhood since November 3, 2009.

J. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The parcel, which now consists of Lots 1A (currently the Green Turtle Restaurant) and 1B (subject property), was rezoned in 1976 to a B-2 General Business District classification as a result of Rezoning Case No. 104. In the 1976 Comprehensive Plan, the Land Use designation was Suburban, and was recommended for "development with a variety of residential (including multi-family), recreational and supporting commercial development." The argument was that there was a substantial change in the character of the neighborhood based upon a prior commercial rezoning at the intersection with Sunset Avenue and the Board of Zoning Appeals approval for a trailer park to the south and east. This case also included the rezoning of the Mystic Harbour trailer park, previously subject to BZA approval for the use, to the former R-5 Mobile Home District (now R-4 District) in order to allow the sale of lots as a subdivision rather than limit it to a

long-term lease arrangement. The commercial designation was retained during the 1978 and 1992 comprehensive rezonings. In 2009, the B-2 General Business District was retitled as the C-2 General Commercial District.

- K. **SURROUNDING ZONING:** Adjoining properties to the north and those on the westerly side of Stephen Decatur Highway (MD Route 611) are zoned C-2 General Commercial District. The properties to the south and east are zoned R-4 General Residential District.
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Area (EDA) Land Use Category.
- M. **WATER AND WASTEWATER:** According to the response memo from Bob Mitchell, Director of the Department of Environmental Programs, the property has a designation of a Sewer and Water Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and an existing allocation of twenty water and sewer EDU's from the Mystic Harbour Sanitary Service Area.
- N. **ROAD ACCESS:** The petitioned area has frontage on MD Route 611 (Stephen Decatur Highway), a State-owned and maintained road. It is considered a two-lane secondary highway and major collector highway. The signalized intersection of MD Route 611 and Sunset Avenue is located approximately 450 feet north.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Gregory Wilkins, land surveyor, and Steve Engel, landscape architect, were present for the review. Mr. Cropper testified that the property owner only recently purchased the property which was previously used as a material storage yard. Based upon feedback in the staff report, Mr. Cropper amended his application such that he is not proceeding with the mistake argument, and he has further refined the defined neighborhood. A map of the revised neighborhood was submitted as Applicant's Exhibit No. 1.

Mr. Cropper introduced Gregory Wilkins, land surveyor. Mr. Wilkins reviewed Applicant's Exhibit No. 2, the Land Use Map of the petitioned area prepared by the DRP and included in the staff report. Mr. Wilkins agreed that the requested zoning is consistent with the Existing Developed Area (EDA) land use designation. Mr. Cropper submitted Applicant's Exhibit No. 3, consisting of Pages 13 and 14 from the 2006 Comprehensive Plan. Mr. Wilkins reviewed the underlined passage on EDAs and agreed that the proposed R-4 zoning would be the best fit with the description of infill. Mr. Cropper described the adjacency of several large subdivisions that are also in the EDA and the defined neighborhood. He also referenced Sea Oaks Village, though acknowledged that it is not in the

EDA land use designation.

Relative to the definition of the neighborhood, Mr. Cropper stated that he has amended the neighborhood so that the southerly boundary is the Frontier Town campground. It is the same defined neighborhood used in the Frontier Town rezoning case (No. 395) where he had requested a down zoning of twenty acres from C-2 General Commercial District to A-2 Agricultural District. He noted that it also generally conforms to the Mystic Harbour sanitary service area.

Submitted as Applicant's Exhibit No. 4 was Resolution No. 17-19 (6 pages), which established an allocation process for the sale of Equivalent Dwelling Units (EDUs) in the Mystic Harbour Sanitary Service Area, constituting a change in the character of the neighborhood. He noted that Frontier Town constructed a pump station and sewer line to serve the campground, which also constituted a change in the character of the neighborhood. Mr. Cropper then listed many other properties that are in the defined neighborhood that were able to connect into the service area, as illustrated in the allocation chart on page 5 of 6 of the exhibit.

Mr. Cropper then stated that the development of the mixed-use project known as Sea Oaks Village Residential Planned Community constituted a change in the character of the neighborhood. Submitted as Applicant's Exhibit No. 5 was the draft County Commissioner's Findings of Fact and Resolution for the amended Sea Oaks Village RPC Step I from June 2022 (9 pages). He argued that the 134 new residential units and commercial development were authorized by the service of Mystic Harbour EDUs. He referenced Page 8-6 of the exhibit, where it references in the Comprehensive Plan that sewer service is one of the county's most powerful growth management tools. Therefore, he concluded that the provision of sewer constituted a change in the character of the neighborhood.

Mr. Cropper stated that the property is in the Intensely Developed Area (IDA) of the Atlantic Coastal Bays Critical Area. According to Mr. Bob Mitchell's staff report, the purpose and intent of the R-4 District is mostly consistent with the IDA designation. Mr. Cropper then read the purpose and intent section of the R-4 District, noting that the proposed zoning would allow for compatible infill development. It is completely surrounded by EDA, and abuts other R-4 zoned properties. Mr. Cropper referenced the zoning map included in the staff report, which illustrates the finger of C-2 General Commercial District zoning where the subject property is located. It would be eliminated if the amendment is passed. Mr. Cropper reiterated that the R-4 District is more desirable.

Mr. Cropper then introduced Steve Engel, landscape architect and designer for the proposed project. Mr. Engel confirmed that he was asked to prepare a residential site plan for the property conforming with the R-4 zoning district. He agreed that there were no issues, environmental conditions or constraints with a proposed

residential development on the parcel. Mr. Engel also concurred with Mr. Cropper's definition of the neighborhood, and that the EDA land use designation is compatible with an R-4 zoning designation, with such a project constituting infill development as contemplated by the code.

With respect to the consideration of any population changes in the neighborhood, Mr. Cropper stated that the population has been fairly steady, with a small increase in residential population in several small developments, with the largest population change being within the Sea Oaks Village RPC.

With respect to the availability of public facilities, Mr. Cropper stated that the property is currently allocated twenty water and sewer EDUs from the Mystic Harbour Sanitary Service Area with direct access to utilities. The property has access onto MD Route 611 (Stephen Decatur Highway) and would not cause any negative transportation patterns. In fact, he finds that this type of development would have less of an impact than the formerly proposed 42,000 square foot retail development.

With respect to the compatibility with existing and proposed development, and environmental conditions in the area, Mr. Cropper stated that this property would constitute a logical extension of the Mystic Harbour subdivision. As previously stated, there are no environmental conditions that warrant concern; Maryland Department of the Environment (MDE) has walked the property and is not taking jurisdiction over any wetlands, and there are no impacts on waterbodies or TMDL requirements. Again, this project would be more environmentally friendly than 42,000 square feet of commercial development with its associated site improvements.

In response to a question from the Planning Commission, Mr. Engel confirmed that the R-4 density is eight units per net acre, and that they have estimated twenty residential units would be included in the first phase. Mr. Cropper stated that there is some commercial land use designation included in his defined neighborhood, but that it is mostly considered non-conforming because it is developed with a high-density residential use (Sunset Village). Mrs. Wimbrow stated that she believes that EDAs refer to both residential and commercial uses, however she doesn't have an issue with the requested zoning. She does think that the defined neighborhood should be scaled down, and include properties on both sides of MD Route 611, as that ties the neighborhood together. She concurred that the availability of public sewer is a change to the area because it allowed the development of properties that previously were unable to be developed. She also stated that there were other rezonings in the larger area outside the neighborhood that offset the change from residential to commercial, such as near the commercial harbor.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission concurred with Mr. Cropper's amended definition of the neighborhood as illustrated on Applicant's Exhibit No. 1.
- B. Regarding population change: The Planning Commission concluded that there has been only a modest increase in population within the neighborhood of the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as the parcel has twenty EDUs of water and sewer allocated to it from the Mystic Harbour sanitary service area. The petitioned area has utility access and direct access onto MD Route 611 (Stephen Decatur Highway). No comments were received from the local fire companies, the Worcester Sheriff's Office, nor the Maryland State Police to indicate any negative impact on fire, EMS or police coverage. In addition, no comments were received from the Worcester County Board of Education relative to the potential increase in attendance within the school system. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning, and the site will be subject to the availability of public water and wastewater as well as the Critical Area regulations.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on MD Route 611 (Stephen Decatur Highway), a State-owned and -maintained roadway. Any potential development would be subject to Maryland Department of Transportation State Highway Administration (MDOT SHA) review and approval. Based upon its review, the Planning Commission concurred with Mr. Cropper's argument that any traffic impacts for a proposed residential development would be significantly less than for a commercial development in the C-2 General Commercial District. Therefore, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area is currently vacant but previously disturbed. Based upon Maryland Department of the Environment's review of the parcel, there are no significant environmental impacts to waters on the State's impaired waters list or those

having an established total maximum daily load requirement. Additionally, the Planning Commission agreed that the petitioned area constitutes infill development, with residential uses and requisite open space being more environmentally friendly than a large-scale commercial development. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District is compatible with existing and proposed development and existing environmental conditions in the area.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Existing Developed Areas (EDA) Land Use category within the Comprehensive Plan. Therefore, rezoning the petitioned area would further its compatibility with the Comprehensive Plan with respect to providing compatible infill development and protect the existing residential neighborhoods. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there has been a change in the character of the neighborhood necessitating a rezoning of the petitioned area. Primarily, the provision of public water and sewer allocations from the Mystic Harbour Sanitary Service Area as a result of Resolution No. 17-19 granted previously undeveloped or underdeveloped properties with the ability to develop at a larger scale within the neighborhood. In addition, the R-4 zoning is more consistent with the Existing Developed Areas land use designation in the Comprehensive Plan, as the petitioned area would serve as an appropriate extension of the surrounding existing residential uses by virtue of infill development. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 441, seeking a rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT

REZONING CASE NO. 441

PROPERTY OWNER: Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, MD 21842

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

TAX MAP/PARCEL INFO: Tax Map 26, Parcel 445, Lot 1B, Tax District 10

SIZE: The petitioned area is 3.29 acres in size.

LOCATION: The petitioned area is located on the easterly side of Stephen Decatur Highway approximately 450 feet south of Sunset Avenue.

CURRENT USE OF PETITIONED AREA: The property is currently vacant, but in the past has been utilized as a material storage yard, most recently for the Route 50 shared use path construction.

CURRENT ZONING CLASSIFICATION: C-2 General Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

REQUESTED ZONING CLASSIFICATION: R-4 General Residential District.

As defined in the Zoning Code, the intent of this district is to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development and is meant to accommodate the most diverse housing types and range of affordability. While this district can serve as the core of a traditional neighborhood development, it is not limited to usage only in areas designated for growth by the Comprehensive Plan.

APPLICANT'S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the property C-2 on November 3, 2009 and that there has also been a change in the character of the neighborhood since then that justifies the rezoning to R-4.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The parcel, which now consists of Lots 1A (currently the Green Turtle Restaurant) and 1B (subject property), was rezoned in 1976 to a B-2 General Business District classification as a result of Rezoning Case No. 104. In the 1976 Comprehensive Plan, the Land Use designation was Suburban, and was recommended for "development with a variety of residential (including multi-family), recreational and supporting commercial development." The argument was that there was a substantial change in the character of the neighborhood based upon a prior commercial rezoning at the intersection with Sunset Avenue and the Board of Zoning Appeals approval for a trailer park to the south and east. This case also included the rezoning of the Mystic Harbour trailer park, previously subject to BZA approval for the use, to the former R-5 Mobile Home District (now R-4 District) in order to allow the sale of lots as a subdivision rather than limit it to a long-term lease arrangement.

The commercial designation was retained during the 1978 and 1992 comprehensive rezonings. In 2009, the B-2 General Business District was retitled as the C-2 General Commercial District.

SURROUNDING ZONING: Adjoining properties to the north and on the westerly side of Stephen Decatur Highway (MD Route 611) are also zoned C-2 General Commercial District. The properties to the south and east are zoned R-4 General Residential District, consisting of the Mystic Harbour subdivision and the wastewater treatment facilities.

IN REGARDS TO THE APPLICANTS ARGUMENT FOR MISTAKE: At the time of the 2009 comprehensive rezoning, this property had site plan approval for a 42,000 square foot retail facility, granted in 1999 with annual requests for nine subsequent site plan extensions that were also granted. Under the provisions of § ZS 1-126 of the 2009 Zoning and Subdivision Control Article, all valid site plan approvals were grandfathered until November 3, 2011. The project approvals then expired as building permits were not obtained and acted upon.

**As the primary basis for the requested rezoning, the applicant should further explain how the staff, Planning Commission and Worcester County Commissioners made a (good faith) mistake in the zoning classification of this property in 2009 when there was a valid site plan approval for a use that was consistent with the current C-2 General Commercial District.*

IN REGARDS TO THE APPLICANTS ARGUMENT FOR A CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD: The applicant has defined the neighborhood as encompassing all properties on the easterly side of Stephen Decatur Highway from the southerly side of Sunset Avenue, east to the Sinepuxent Bay and to the southerly side of Grays Creek Subdivision. The defined neighborhood also includes the commercial developments on the west side of Stephen Decatur Highway, extending westward from a point parallel with Sunset Avenue to the southerly boundary of the Sea Oaks Village Residential Planned Community. The defined neighborhood has a mix of commercial zoning (C-1 and C-2), residential zoning (R-2, R-3 and R-4), agricultural zoning (A-2), Resource Protection (RP) along the waterfront areas and the most southerly portion of the neighborhood is zoned Estate (E-1). A map of the applicant's defined neighborhood is attached to the application.

The applicant has argued that the expansion of the Mystic Harbour wastewater treatment facility is the biggest change to the character of the neighborhood, in that it allowed other properties to connect to public sewer, including two large rental campgrounds. The applicant also argues that the downzoning of the lands associated with the Frontier Town Campground from C-2 General Commercial District to A-2 Agricultural District is a significant change in the character of the neighborhood (Rezoning Case No. 395, March 1, 2016 consisting of 36 acres). This rezoning coupled with a sewer allocation will allow the owner of the campground the opportunity to significantly expand the number of sites, a recreational and commercial enterprise, as infill development.

During the review of Rezoning Case No. 395, the Planning Commission and County Commissioners found that the defined neighborhood for that case should not extend any further south than the Frontier Town Campground, because that area is generally zoned E-1 Estate District, and is not consistent with the rest of the Route 611 corridor. The applicant may wish to take this into advisement when presenting the defined neighborhood to the Planning Commission.

****The Planning Commission shall review the applicants defined neighborhood and determine if they find it appropriate and concur, or would alter the boundaries of the neighborhood. They then must find that there has been a substantial change in the character of the defined neighborhood since 2009 that warrants the change in zoning.***

COMPREHENSIVE PLAN:

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

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

“This category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation. Appropriate zoning providing for densities and uses consistent with this character should be instituted.” (Page 13)

“Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character.” (Pages 13-14)

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

3. Maintain the character of the county's existing population centers.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.
5. Locate new development in or near existing population centers and within planned growth centers.

6. Infill existing population centers without overwhelming their existing character.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
10. Locate employment centers close to the potential labor force.
15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
17. Discourage highway strip development to maintain roadway capacity, safety, and character.
21. Promote mixed use development.

(Pages 12 & 13)

The area immediately surrounding the subject property is also designated "Existing Developed Area" on the Land Use Plan. To the north, starting on the southeasterly side of Sunset Avenue, the Route 611 corridor is designated as a "Commercial Corridor", comprising of shopping centers with retail, restaurant and services uses. Further south, the applicant-defined neighborhood includes areas that have "Agricultural", "Existing Developed Area" and "Green Infrastructure" land use designations. These areas are comprised of residential subdivisions, the Ocean City airport and golf course, and two rental campgrounds.

In Chapter 4 - Economy, the Plan calls for commercial services to be located in major communities, rather than separate and apart from standard subdivision-type residential development.

In Chapter 5 – Housing, a comparison of the 2000 Census data reported in the Plan and when compared to the 2020 Census statistics show that owner occupied (76%) versus renter occupied (24%) has stayed fairly stable over the past twenty years. However, there continues to be an issue with housing affordability and a variety of housing types that meet the needs of all income levels and age groups. In addition, Worcester County experiences a high second home demand for vacation use and seasonal rentals that can in turn lead to full-time residency via in-migration as outlined in Chapter 1 – Introduction.

In Chapter 7 – Transportation, the Plan states that the level of daily traffic along MD Route 611, a major collector highway, has continued to increase dramatically since 1990. The Plan

recommends keeping development along this corridor to infill only for the current planning period. Interparcel connectors and other access controls should be used to limit the number of access points and increase road capacity.

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

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

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and an existing allocation of twenty (20) water and sewer EDU’s from the Mystic Harbour Sanitary Service Area. No comments were received from the County’s Public Works Department.

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

MuA – Mullica-Berryland complex (92% of site), severe limitations to on-site wastewater disposal

WdB – Woodstown sandy loam (7% of site), moderate limitations to on-site wastewater disposal

CeA – Cedartown-Rosedale complex (1% of site), severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Berlin Volunteer Fire Company, with a substation on Stephen Decatur Highway approximately four minutes south of the subject property. Service is also available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road approximately five minutes away. No comments were received from the fire companies with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately twelve minutes away, and the Worcester County Sheriff’s Office in Snow Hill, approximately twenty-five minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff’s Office.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage on MD Route 611 (Stephen Decatur Highway), a State-owned and maintained road. It is considered a two-lane secondary highway and major collector highway. The signalized intersection of MD Route 611 and Sunset Avenue is located approximately 450 feet to the south. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request. They note in their comments that any future development proposal will require review and approval from District 1 Access Management and any permitting as needed. As this parcel is not

located on a county owned and maintained road, no comments were received from the County Roads Division of the Department of Public Works.

SCHOOLS: The petitioned area is within Zone 2 of the Worcester County Public School Zones and is served by the following schools: Ocean City Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is predominantly located within the Atlantic Coastal Bays Critical Area (ACBCA) with a designation of Intensely Developed Area (IDA). There are no buffers on the property. As he describes in his memorandum, IDAs are areas where residential, commercial institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains. He finds that the proposed R-4 zoning designation is consistent with the IDA Critical Area classification.

No comments were received from the State Critical Area Commission relative to this request.

FLOOD ZONE: The FIRM map (24047C0180H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREA: The petitioned area is within a designated Priority Funding Area (PFA). The R-4 General Residential District permits a density of eight (8) units per net acre. The PFA designation for residential development requires at least 3.5 units per acre. The proposed zoning district would be consistent with the PFA designation.

INCORPORATED TOWNS: This property is not within one mile of any incorporated town; Ocean City is approximately one and a half miles to the northeast.

ADDITIONAL COMMENTS RECEIVED: N/A

!!**IMPORTANT**!!

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

1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.

4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

ITEM 11

Rezoning Case
No. 395
CC FOF
3/1/2016

subdivisions and other residential uses, it is also agrarian in nature. The County Commissioners concur. As did the Planning Commission, the County Commissioners also agree with the applicant that the definition of the neighborhood should not extend any further south because that area is generally zoned E-1 Estate District, a much different zoning classification than those within the defined neighborhood. The County Commissioners find that the Planning Commission's definition of the neighborhood is appropriate and adopt it as their definition as well but also recognize that defining the neighborhood is now of lesser consequence since the applicant no longer bases a part of its argument on a change in the character of the neighborhood.

Regarding population change in the area: The County Commissioners concur with the Planning Commission's conclusion that there has not been a significant increase in the population of the neighborhood since the comprehensive rezoning of 2009. There has been infill development of single-family dwellings on existing lots within nearby residential subdivisions. Additionally, there has been an intensification of camping uses within the neighborhood, as evidenced by a recent 22 site expansion of the Castaways campground. The County Commissioners do not anticipate that development consistent with the requested A-2 Agricultural District will result in any significant population change in the neighborhood.

Regarding availability of public facilities: Based upon the Planning Commission's findings and the testimony of Mr. Hand, landscape architect, at the public hearing, the County Commissioners find that the petitioned area and the adjacent campground are not within an area which receives public sewer or water service at present. Instead these areas are served by an existing onsite septic system. The commercially developed portion of the subject property of which the petitioned area is a portion is currently served by public sewer from the Assateague Point Sanitary Service Area. The Planning Commission's findings of fact detail a recent sewer planning area designation to S-1 for the remainder of the campground to be included in the Mystic Harbour sewer planning area, including the petitioned area, has been approved and is part of the *Master Water and Sewerage Plan*. Robert J. Mitchell, Director of the Department of Environmental Programs, by memo included in the staff report attached to the Planning Commission's findings of fact, stated that the connection process will commence once engineering and permitting have been completed. He noted that the Frontier Town Campground will make their connection to a Mystic Harbour force main that exits Eagles Nest Road, north of the subject property on MD Route and all onsite septic systems will be abandoned during the connection process. Mr. Mitchell additionally commented that he expects that there will be excess capacity for additional commercial expansion or intensification on the front portion of the campground and the owner can make application for additional sanitary capacity to serve additional campsites. Based upon the Planning Commission's findings, including the comments of Mr. Mitchell, and the testimony of the applicant's representatives, the County Commissioners find that wastewater facilities currently being designed will be adequate to serve the petitioned area. As indicated in the Planning Commission's findings of fact, the

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

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

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

Rezoning Case No. 441

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 1/31/2023

Date Reviewed by Planning Commission: 4/6/2023

I. Application

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

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

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 26
- B. Parcel Number(s): 445
- C. Lot Number(s), if applicable: Lot 1B
- D. Tax District Number: 10

III. Physical Description of Property

- A. Located on Stephen Decatur Highway.
- B. Consisting of a total of 3.29 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

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

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): C-2- General Commercial
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: 3.29 acres
- C. Requested zoning classification(s): R-4 General Residential District
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: 3.29

V. Reasons for Requested Change

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

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

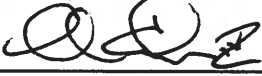
This sectional rezoning is based upon the following: (1) a mistake in the November 3, 2009 Comprehensive Rezoning; and (2) a substantial change in the character of the neighborhood where the property is located. Please see attached.

IV. Filing Information and Required Signatures


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

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

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

Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: January 31, 2023

D. Signature of Property Owner in Accordance with VI.A. above

Signature: 
 Printed Name of Owner: Tauhid Islam, Managing Member, Ocean 8 Group, LLC
 Mailing Address: 9804 Winding Trail Drive, Ocean City, MD 21842
 Phone Number: 443-373-1789
 E-Mail: islam.tauhid@yahoo.com
 Date: January 31, 2023

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

VII. General Information Relating to the Rezoning Process

PLAT SHOWING THE ABANDONMENT OF FOREST CONSERVATION EASEMENT AREA #2 WITHIN LOT 1B ON THE LANDS OF M.H. UTILITIES CORP. TENTH TAX DISTRICT, WORCESTER COUNTY, MARYLAND

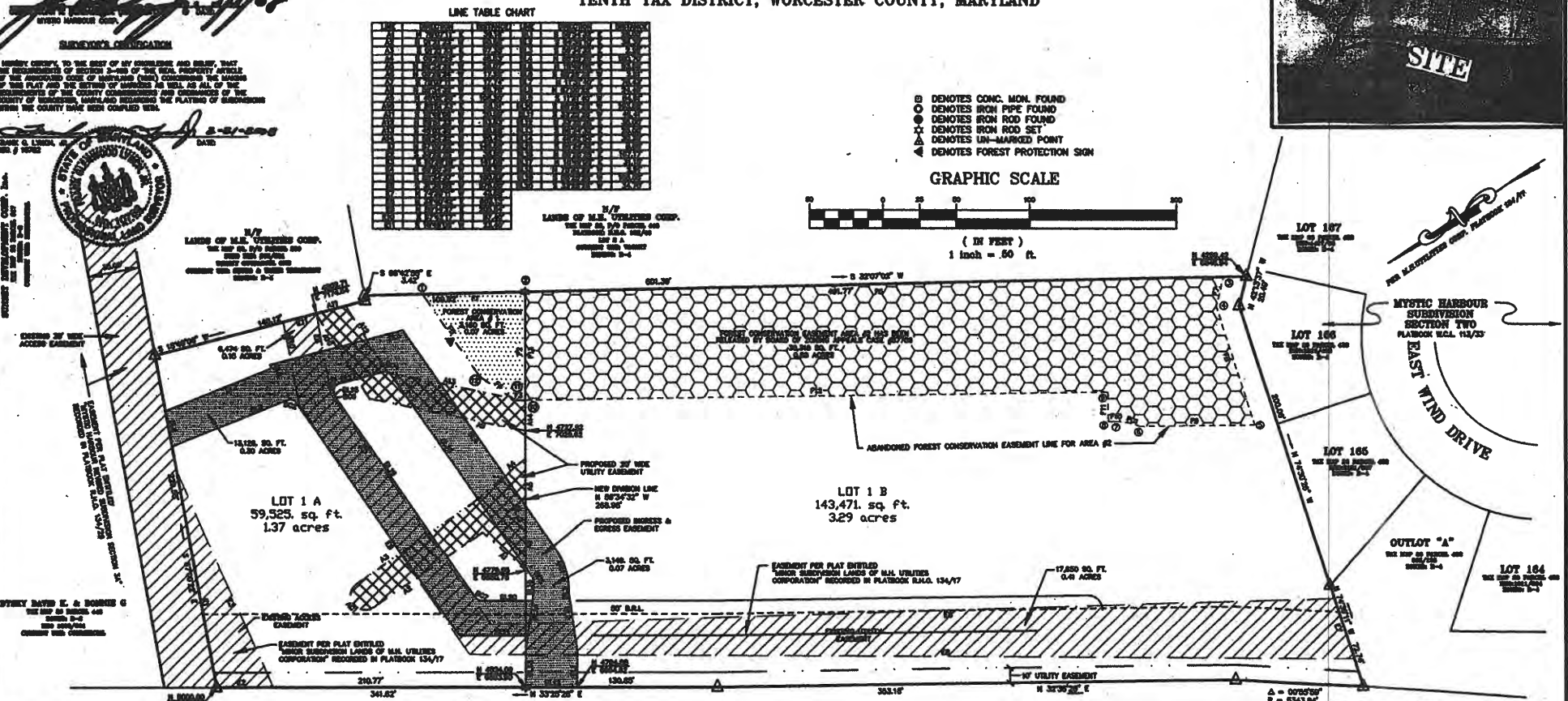
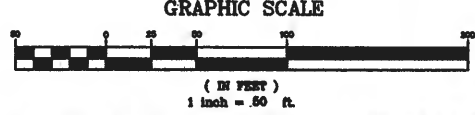
OWNER'S CERTIFICATION
 THE SUBMISSION OF LAND AS SHOWN ON THIS PLAT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY DEPARTMENT OF PLANNING AND ZONING. THE FOREST CONSERVATION EASEMENT AREA #2 SHOWN ON THIS PLAT IS THE SAME AS THE FOREST CONSERVATION EASEMENT AREA #2 SHOWN ON PLAT 134/17.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE REQUIREMENTS OF SECTIONS 3-202 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, INCLUDING THE REQUIREMENTS OF THIS PLAT AND THE SETTING OF MONUMENTS AS WELL AS ALL OF THE REQUIREMENTS OF THE COUNTY DEPARTMENT OF PLANNING AND ZONING OF THE COUNTY OF WORCESTER, MARYLAND REGARDING THE PLATING OF SUBDIVISIONS WERE TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIED WITH.

LINE TABLE CHART

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 1 | N 37°25'28" E | 341.82' |
| 2 | S 89°42'07" E | 208.97' |
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- ⊙ DENOTES CONC. MON. FOUND
- DENOTES IRON PIPE FOUND
- ⊙ DENOTES IRON ROD FOUND
- ⊙ DENOTES IRON ROD SET
- ⊙ DENOTES UN-MARKED POINT
- ▲ DENOTES FOREST PROTECTION SIGN



- ⊘ DENOTES BUSINESS - EGRESS AND UTILITY EASEMENTS TO SERVE LOTS 1 A AND 1 B
- ⊘ DENOTES PRE-EXISTING PLATED EASEMENTS
- ⊘ DENOTES FOREST UTILITY AND/OR GRASSHAWK EASEMENTS INTENDED TO SERVE LOTS 1 A AND 1 B
- ⊘ DENOTES FOREST CONSERVATION AREA

PURPOSE STATEMENT
 THE PURPOSE OF THIS PLAT IS TO ABANDON THE FOREST CONSERVATION EASEMENT AREA #2 ON LOT 1B. THE FOREST CONSERVATION EASEMENT AREA HAS BEEN REPLACED OFF-SITE. THE EASEMENT AREA CAN BE RELEASED FROM THE REQUIREMENTS OF THE FOREST CONSERVATION LAW. THE OFFSITE RESTORATION SITE IS LOCATED WITHIN SECTION 4, PHASE 1 OF THE MYSTIC HARBOUR SUBDIVISION SHOWN ON MAP 28, PARCELS 296, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

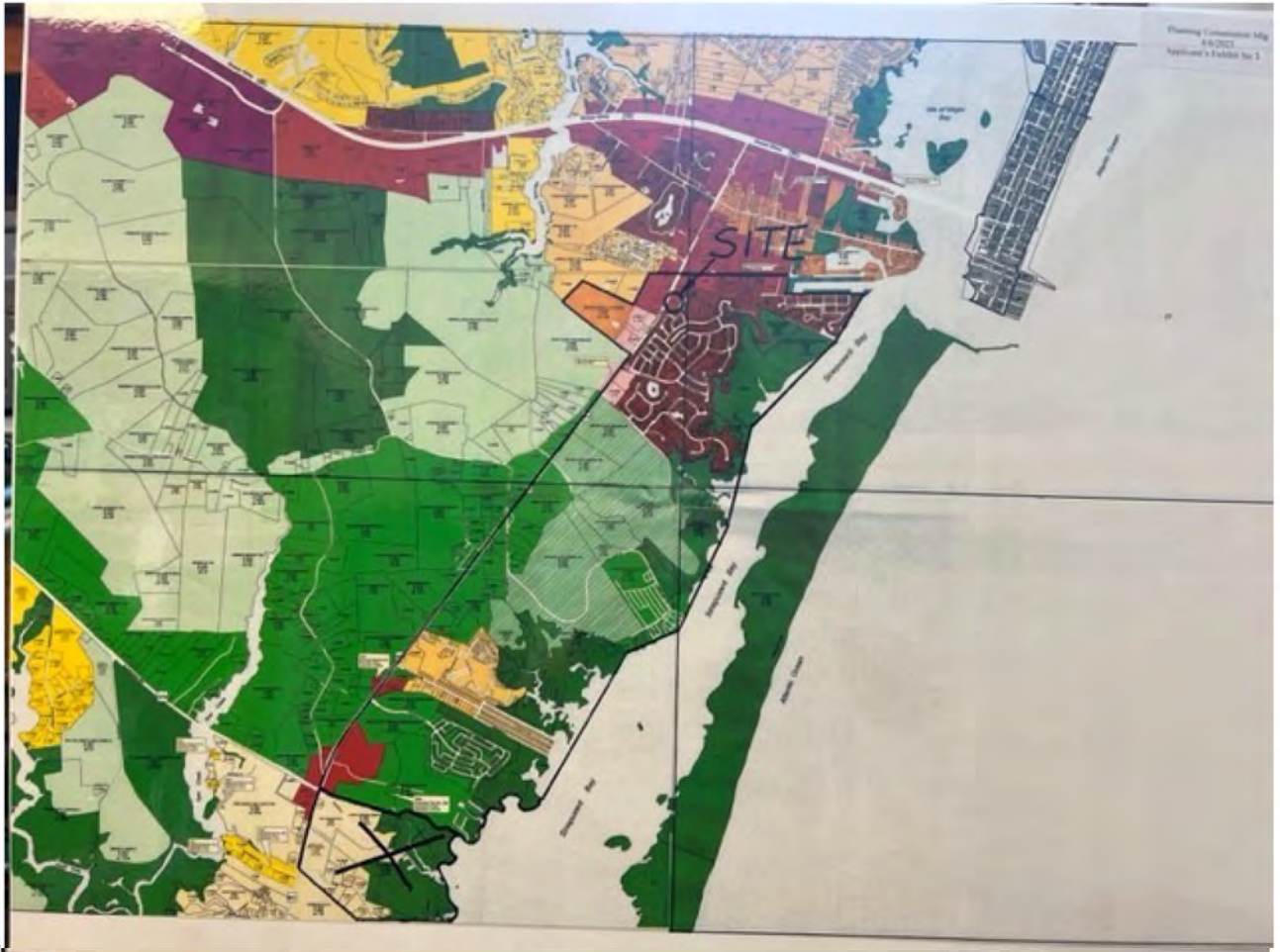
MARYLAND ROUTE 611
 R/W VARIES

FOREST CONSERVATION LINE TABLE CHART FOR AREA # 1

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 1 | N 37°25'28" E | 341.82' |
| 2 | S 89°42'07" E | 208.97' |
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| 31 | N 37°25'28" E | 341.82' |
| 32 | S 89°42'07" E | 208.97' |
| 33 | N 37°25'28" E | 341.82' |
| 34 | S 89°42'07" E | 208.97' |
| 35 | N 37°25'28" E | 341.82' |
| 36 | S 89°42'07" E | 208.97' |
| 37 | N 37°25'28" E | 341.82' |
| 38 | S 89°42'07" E | 208.97' |
| 39 | N 37°25'28" E | 341.82' |
| 40 | S 89°42'07" E | 208.97' |
| 41 | N 37°25'28" E | 341.82' |
| 42 | S 89°42'07" E | 208.97' |
| 43 | N 37°25'28" E | 341.82' |
| 44 | S 89°42'07" E | 208.97' |
| 45 | N 37°25'28" E | 341.82' |
| 46 | S 89°42'07" E | 208.97' |
| 47 | N 37°25'28" E | 341.82' |
| 48 | S 89°42'07" E | 208.97' |
| 49 | N 37°25'28" E | 341.82' |
| 50 | S 89°42'07" E | 208.97' |
| 51 | N 37°25'28" E | 341.82' |
| 52 | S 89°42'07" E | 208.97' |
| 53 | N 37°25'28" E | 341.82' |
| 54 | S 89°42'07" E | 208.97' |
| 55 | N 37°25'28" E | 341.82' |
| 56 | S 89°42'07" E | 208.97' |
| 57 | N 37°25'28" E | 341.82' |
| 58 | S 89°42'07" E | 208.97' |
| 59 | N 37°25'28" E | 341.82' |
| 60 | S 89°42'07" E | 208.97' |
| 61 | N 37°25'28" E | 341.82' |
| 62 | S 89°42'07" E | 208.97' |
| 63 | N 37°25'28" E | 341.82' |
| 64 | S 89°42'07" E | 208.97' |
| 65 | N 37°25'28" E | 341.82' |
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| 78 | S 89°42'07" E | 208.97' |
| 79 | N 37°25'28" E | 341.82' |
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| 81 | N 37°25'28" E | 341.82' |
| 82 | S 89°42'07" E | 208.97' |
| 83 | N 37°25'28" E | 341.82' |
| 84 | S 89°42'07" E | 208.97' |
| 85 | N 37°25'28" E | 341.82' |
| 86 | S 89°42'07" E | 208.97' |
| 87 | N 37°25'28" E | 341.82' |
| 88 | S 89°42'07" E | 208.97' |
| 89 | N 37°25'28" E | 341.82' |
| 90 | S 89°42'07" E | 208.97' |
| 91 | N 37°25'28" E | 341.82' |
| 92 | S 89°42'07" E | 208.9 |



ITEM 11



ATTACHMENT TO REZONING APPLICATION

Ocean 8 Group, LLC, Tauhid Islam, Managing Member, by its attorney,

Hugh Cropper IV, submits the following in support of its request to rezone Lot 1B, 3.29 acres of land, more or less, from C-2, General Commercial District, to R-4, General Residential District:

1. **Mistake** – Lot 1B is bordered on the south by R-4, General Residential District Zoning, which are the lots in Mystic Harbour along East Wind Drive. The property is bordered to the east by Lot 2A, also the property of the applicant, which is R-4, General Residential District. The property is bordered to the north by C-2, General Commercial Zoning, and to the west by Stephen Decatur Highway. A copy of the Zoning Map is attached hereto.

The property is designated EDA, or Existing Developed Area, by virtue of the Worcester County Land Use Map. According to the March 14, 2006 Comprehensive Plan, EDA's are defined as: "This category identifies **existing residential and other concentrations of development** in unincorporated areas and provides for their current development character to be maintained."

(Comprehensive Plan, p. 13).

Recognizing existing development and neighborhood character is the purpose of an EDA. Appropriate zoning providing for densities and uses consistent with this character should be instituted.

In this case, the petitioned property abuts Mystic Harbour. The proposed R-4, General Residential Zoning District, would maintain the existing neighborhood character of Mystic Harbour, and provide an appropriate transition

to the commercial uses to the west and to the north.

The property has been allocated EDU's in the Mystic Harbour Sanitary Service Area making it appropriate for residential uses, consistent with the proposed residential zoning.

The November 3, 2009 commercial designation was a mistake, albeit a good faith mistake. The property should have been mapped as residential, which would be consistent with the EDA designation in the Comprehensive Plan, consistent with the character of the neighborhood, and appropriate as adjoining the Mystic Harbour Subdivision, an established residential neighborhood.

2. **Substantial Change in the Character of the Neighborhood** – The neighborhood is defined as Sunset Avenue to the north, the Sinepuxent Bay to the east, the Grays Creek Drive subdivision to the south, and Maryland Route 611 to the west, except the neighborhood should include the Sea Oaks, Residential Planned Community. As such, there have been substantial changes to the character of the neighborhood since November 3, 2009.

Probably the biggest change is the expansion of the Mystic Harbour Wastewater Treatment Facility, to include an additional 200,000 gpd, or 666 EDU's, and the ability to purchase those EDU's from Worcester County pursuant to Resolution 17-19. Since that time, there was a substantial downzoning at Frontier Town (Rezoning Case No. 395), together with the initial purchase of 200 EDU's. Castaways Campground has also connected to the public sewer system, and their existing wastewater treatment facility, which formerly operated approximately 40,000 gpd, has been decommissioned. Other properties along

Route 611 have received allocation.

The Sea Oaks, Residential Planned Community, has been approved since the last Comprehensive Rezoning. It contains 134 residential units, along with accessory commercial. It has been allocated approximately 135 EDU's.

In conclusion, the substantial downzoning at Frontier Town, coupled with other changes in the character of the neighborhood, have moved the neighborhood towards a more residential character. Properties to the north, along US Route 50, have maintained, or expanded, their commercial character.

3. Conclusion – In conclusion, the primary reason in support of this sectional rezoning is a mistake. The proposed residential rezoning will be more consistent with the Worcester County Land Use Map, Worcester County Comprehensive Plan, and the residential character of the Mystic Harbour Subdivision.

Respectfully Submitted



Hugh Cropper IV, Attorney for
Owner/Applicant Ocean 8 Group, LLC

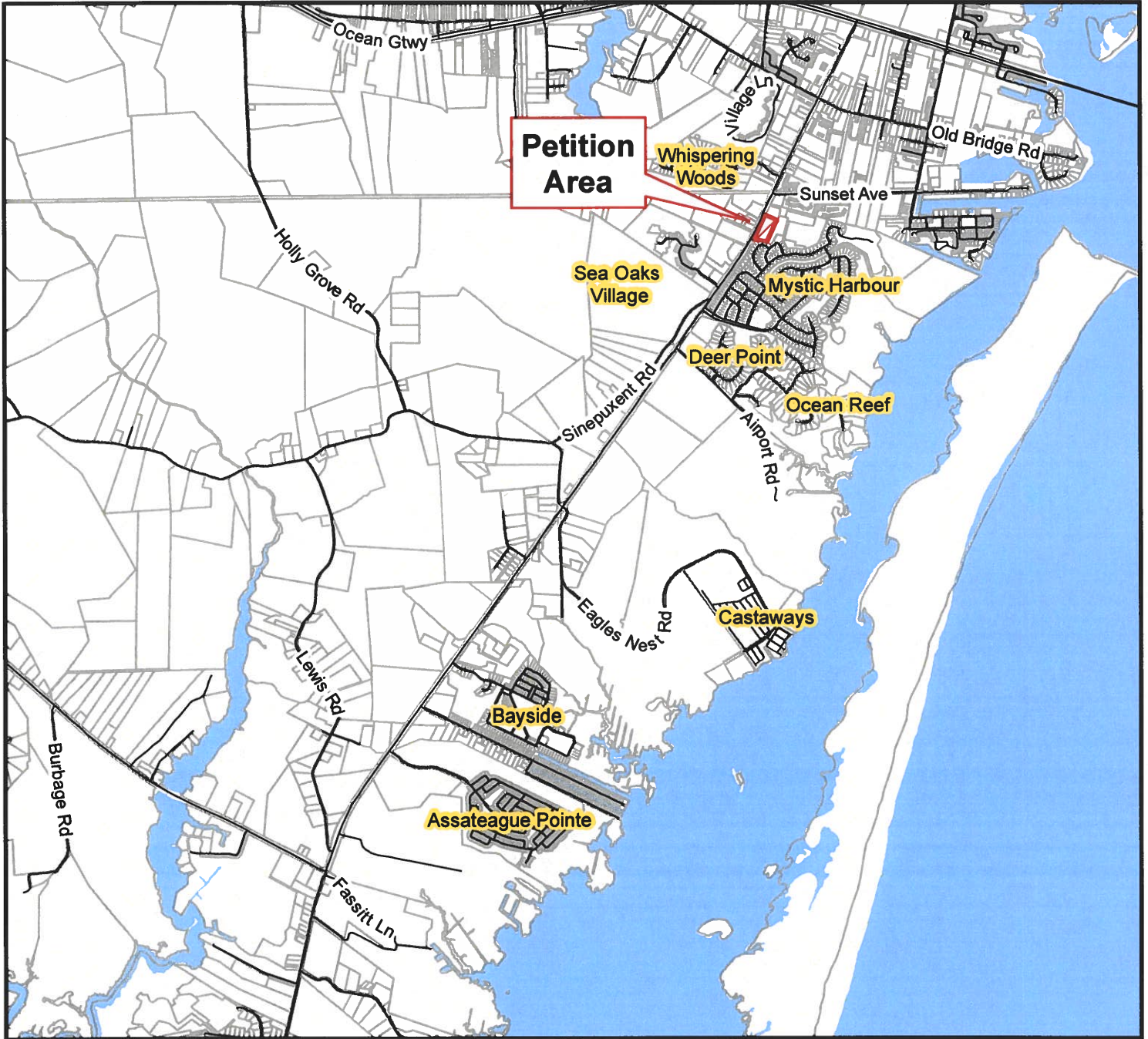
WORCESTER COUNTY, MARYLAND



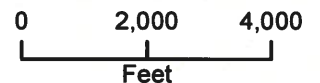
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND



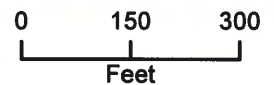
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK

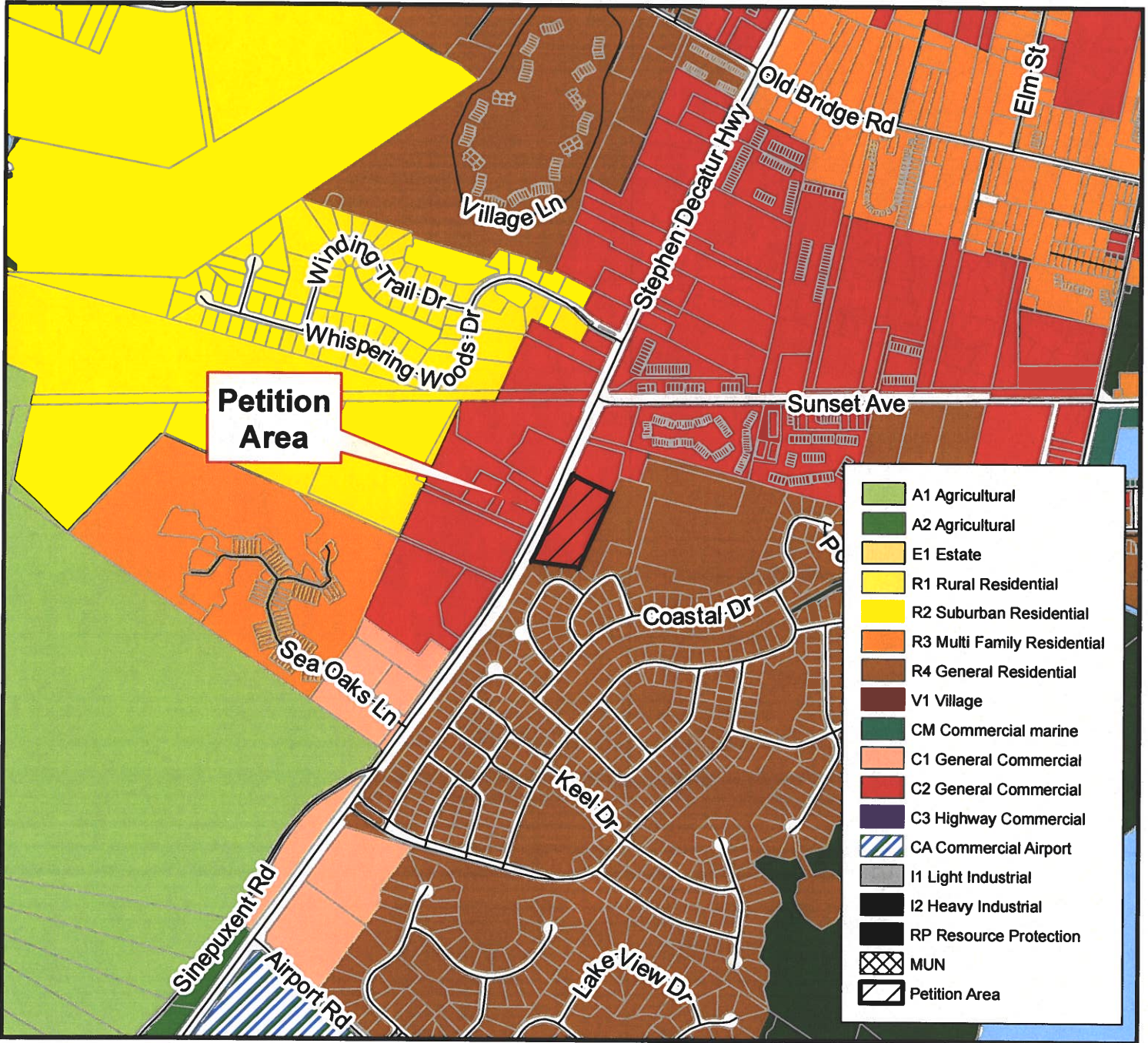
WORCESTER COUNTY, MARYLAND



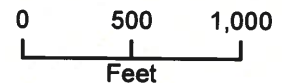
REZONING CASE NO. 441
 C-2 General Commercial District to R-4 General Residential District
 Tax Map: 26, Parcel 445, Lot 1B



ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
 Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK

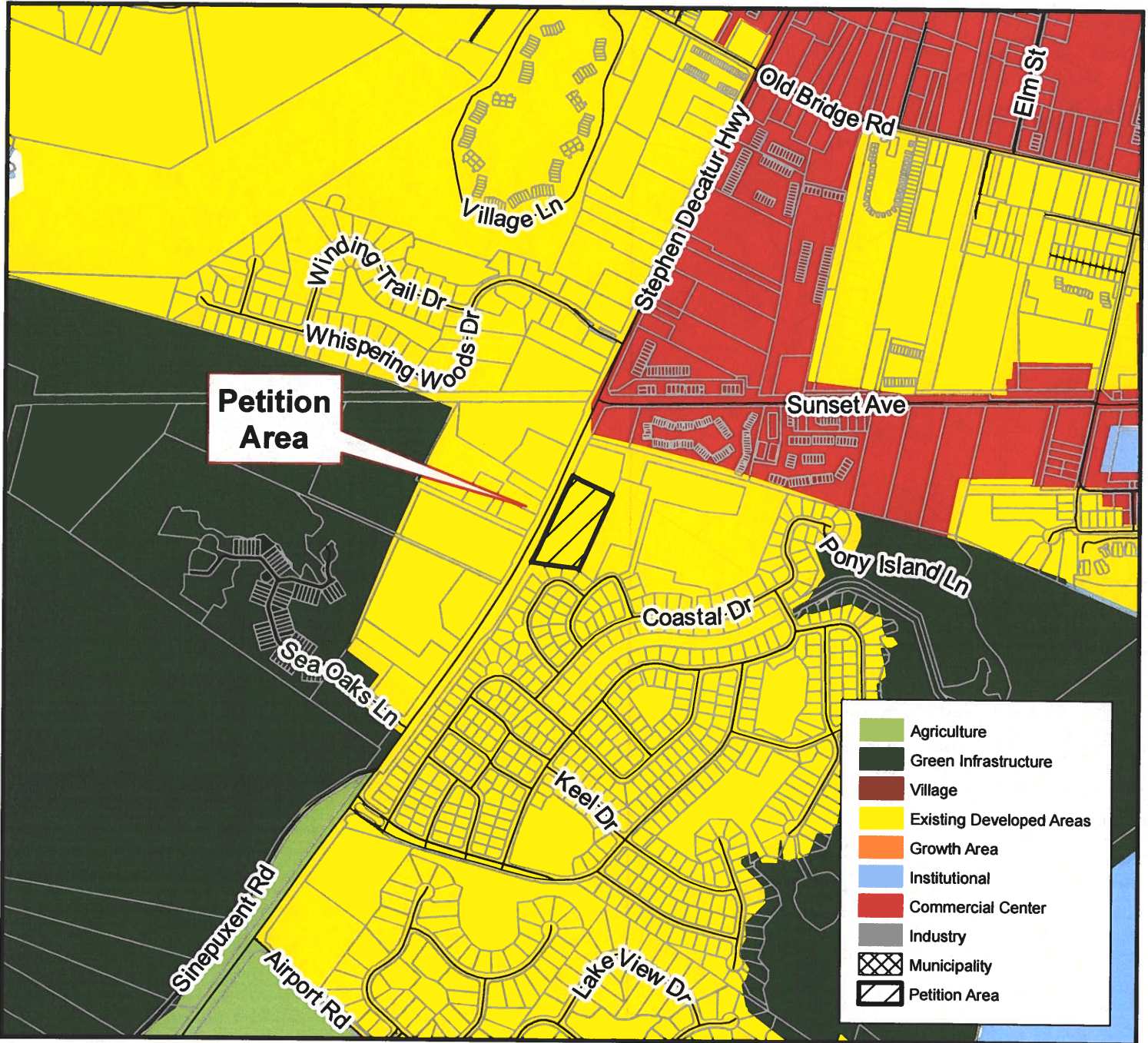
WORCESTER COUNTY, MARYLAND



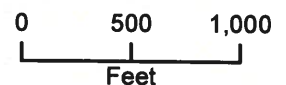
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK

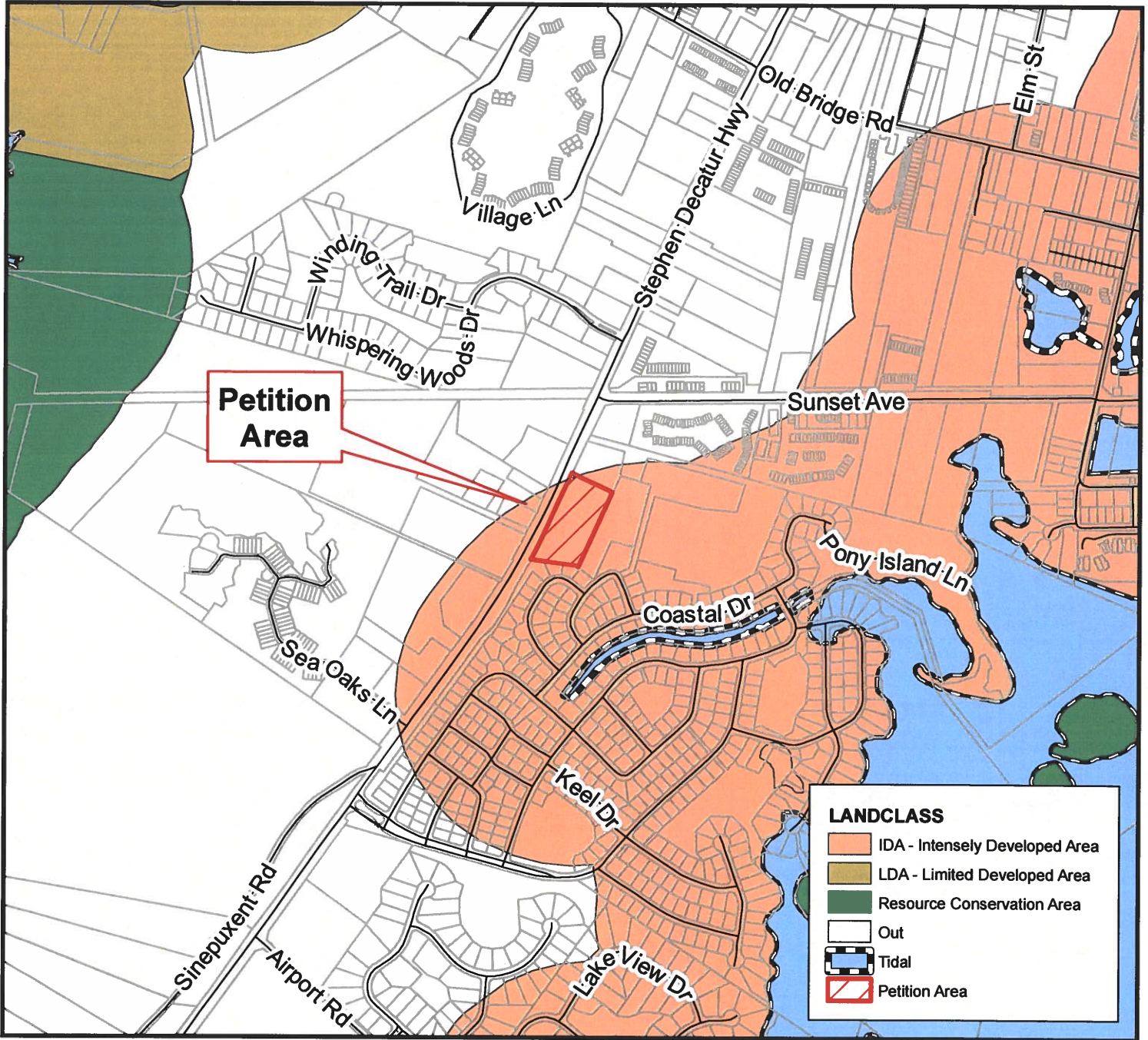
WORCESTER COUNTY, MARYLAND



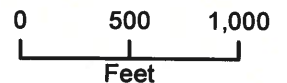
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, Atlantic Coastal Bay Critical Area
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

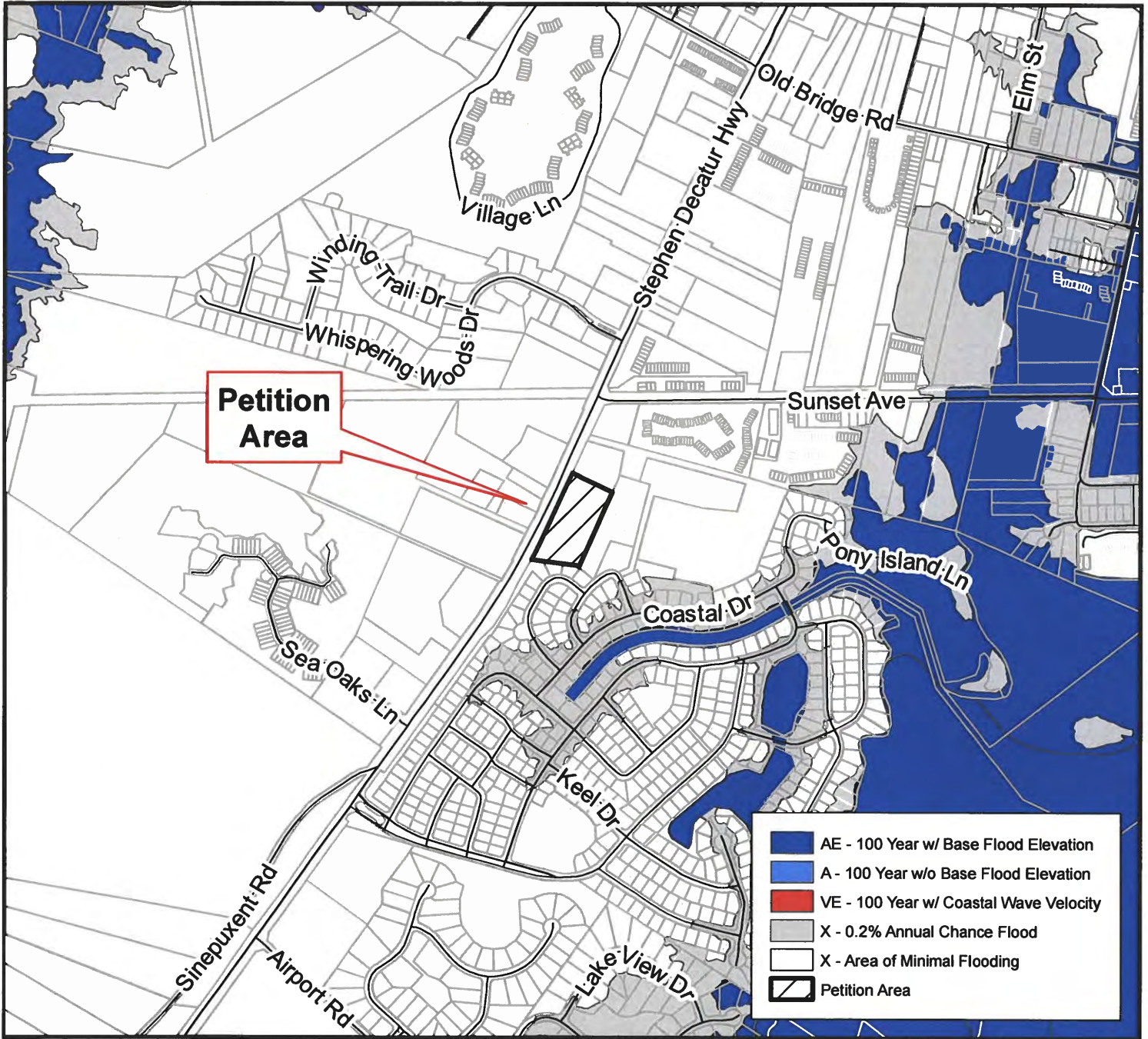
WORCESTER COUNTY, MARYLAND



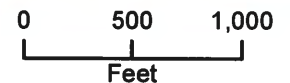
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



FLOOD PLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, 2016 FEMA Flood Insurance Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

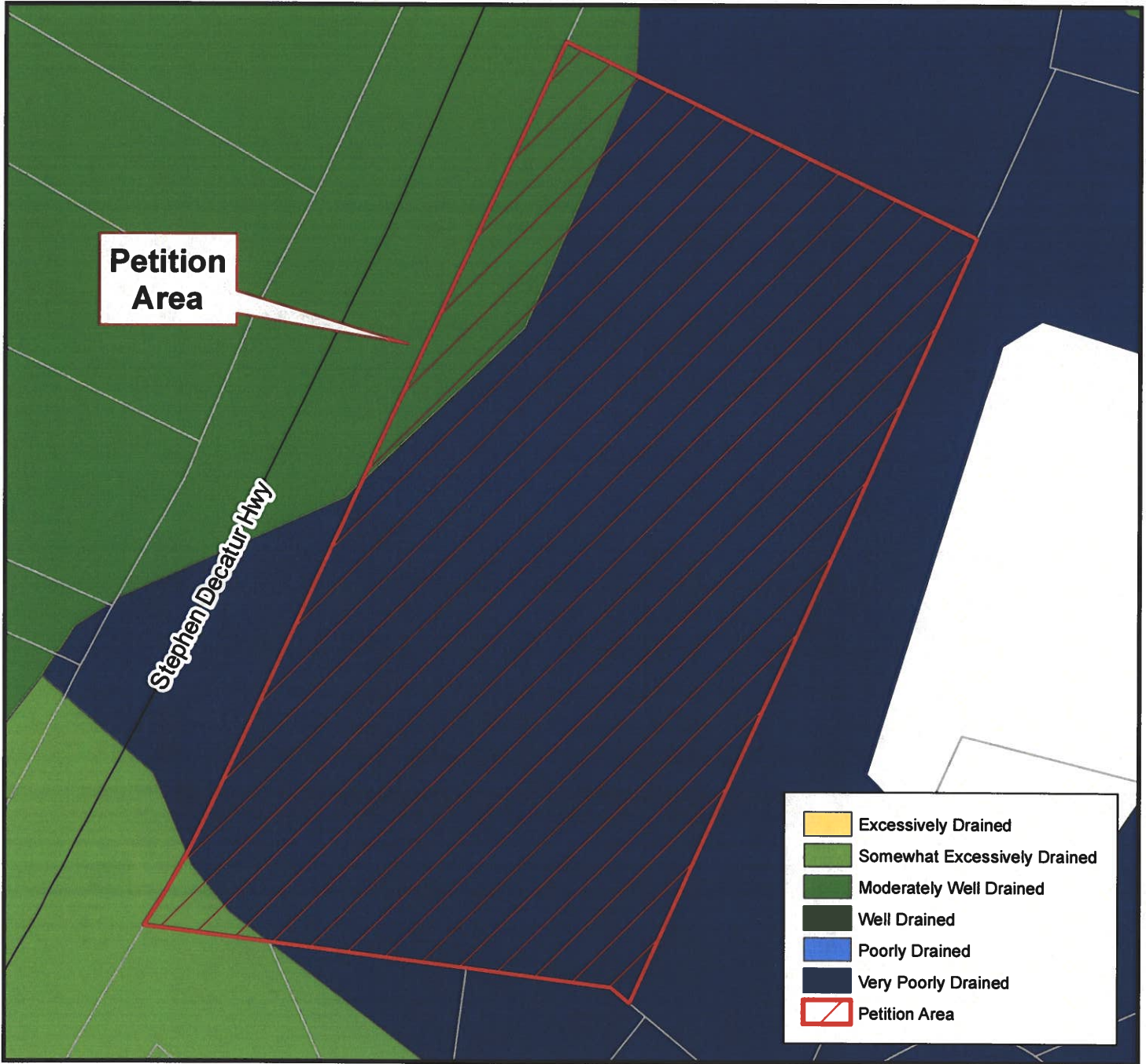
WORCESTER COUNTY, MARYLAND



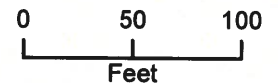
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK

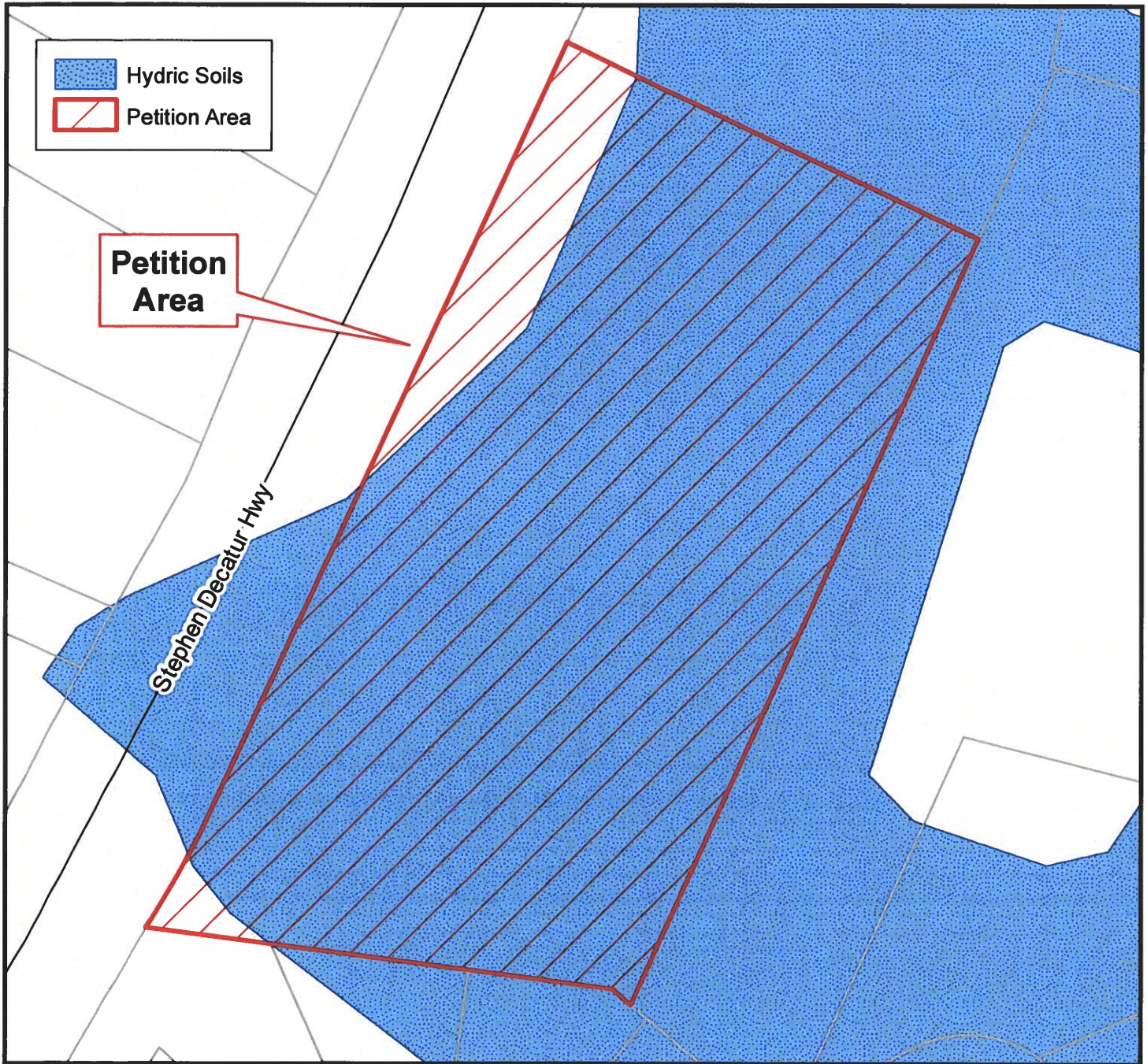
WORCESTER COUNTY, MARYLAND



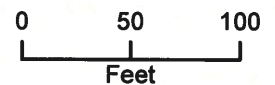
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



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

Drawn By: KLH Reviewed By: JKK



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

 Memorandum

To: Jennifer Keener, Director, DDRP

From: Robert J. Mitchell
 Director, Environmental Programs

Subject: **EP Staff Comments on Rezoning Case No. 441**
 Worcester County Tax Map 26, Parcel 445, Lot 1B
 Reclassify approximately 3.29 Total Acres of
 C-2 Commercial District to R-4 Residential District

Date: 3/23/23

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section §ZS 1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The applicant is also contending that there has been a change in the character of the neighborhood. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Existing Developed (EDA) land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties to the east and south. This is more specifically the West Ocean City EDA (page 14). Lands to the south, east, and west of the subject parcel also carry an Existing Developed land use designation. There is a strip of Commercial Center designations to the north of the subject property extending eastward along Sunset Avenue towards the West Ocean City Commercial Harbor.
2. The existing property is not connected to public sewer and/or water at this time and is unimproved. The subject property has a designation for a Sewer Service Planning Category of S-1/ (Immediate to two years) in the *Master Water and Sewerage Plan*. It has an existing allocation of twenty (20) water and sewer EDU’s from the Mystic Harbour Sanitary Service Area, enough to serve a corresponding number of new dwelling units.
3. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as an Intensely Developed Area (IDA) but does not have any associated buffers. IDAs are areas where residential, commercial, institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains. This property is open ground, bordered on two sides with berms surrounding the Mystic Harbour community and has been extensively used over time as a staging area for local development stone and soil stockpiles.

4. The R-4 zone is mostly consistent with the IDA classification as evidenced by the description of the R-4 General Residential District in the County's zoning ordinance as being "intended to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development."
5. The *Comprehensive Plan* recognizes existing development and neighborhood character is the purpose of the EDA designation. Zoning designations that provide for densities and uses consistent with maintaining this character would be appropriate. This property also carries a Priority Funding Area (PFA) designation and with the sanitary capacity allocated, the density allowed under R-4 zoning would allow development of the land at typical PFA concentrations of 3.5 units per acre or greater.
6. The applicant submits that the character of the neighborhood has changed to an extent that justifies this amendatory action to change the zoning designation. The neighborhood has been significantly improved with residential development as noted in the applicant's attachment, however the reasoning for their definition of neighborhood as extending three-and-one-half miles to the south should be explained to the Planning Commission.
7. Usually we see rezoning applications for a more intensive use designation. While some could claim that housing could rival commercial development in scale and concentration, the underlying land use is existing developed and there are neighboring existing residential communities like Mystic Harbour, Whispering Woods, and Sunset Village. The Sunset Village community is a development of 84 townhomes with a land use designation of Commercial Center and a C-2 zoning designation. We also have a newer development, Sea Oaks, located in the same vicinity as these existing residential communities. Perhaps it could be argued that the reclassification of this property and its subsequent residential development could meet *Comprehensive Plan* land use objectives for provision of appropriate residential uses within an existing population center that will not overwhelm the character of the existing neighborhood and will minimize consumption of land.

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

Jennifer Keener

Subject: FW: Rezoning Case #441

From: Aws Ezzat <AEzzat@mdot.maryland.gov>
Sent: Tuesday, February 14, 2023 2:57 PM
To: April Mariner <amariner@co.worcester.md.us>
Cc: Daniel Wilson <DWilson12@mdot.maryland.gov>
Subject: Fw: Rezoning Case #441

Good afternoon April,

After a review of Rezoning Case #441, MDOT SHA has no objection to the rezoning as proposed. If this parcel is proposed to be developed in the future, the proposed development will require review and approval from District 1 Access Management and need to obtain permitting, as necessary.

As reflected in our aforementioned comments, MDOT SHA has no objections to the proposed rezoning as determined by Worcester County. I would highly appreciate if you can copy/inform me in the future for any rezoning submissions.

Thank you,



Aws Ezzat
Regional Engineer, Access Management
District 1
660 West Road
Salisbury, MD 21801
AEzzat@mdot.maryland.gov
(410) 677-4048 (office)

From: Daniel Wilson <DWilson12@mdot.maryland.gov>
Sent: Tuesday, February 14, 2023 2:45 PM
To: Aws Ezzat <AEzzat@mdot.maryland.gov>
Subject: FW: Rezoning Case #441



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Robert Mitchell, Director, Worcester County Environmental Programs
Billy Birch, Director, Worcester County Emergency Services
Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
Dallas Baker, P.E., Director, Worcester County Public Works Department
Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Matt Owens, Fire Marshal, Worcester County Fire Marshal's Office
Melanie Pursel, Director of Tourism & Economic Development
Louis H. Taylor, Superintendent, Worcester County Board of Education
Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Luke Marcek, Project Manager, Maryland Forest Service
Garth McCabe, District Conservationist, Worcester County NRCS
Richard Bowers, Fire Chief, Ocean City Fire Department
Robert Rhode, Fire Chief, Berlin Fire Department

FROM: Jennifer Keener, Director *JKK*

DATE: February 14, 2023

RE: Rezoning Case No. 441 – Tax Map 26, Parcel 445, Lot 1B, Stephen Decatur Highway, Ocean City, MD (Approximately 760' south of Sunset Avenue), Ocean 8 Group, LLC, Property Owner and Hugh Cropper, IV, Attorney

This application seeks to rezone approximately 3.29 acres of land shown on Tax Map 26, Parcel 445, Lot 1B from **C-2 General Commercial District** to **R-4 General Residential District**. The property is currently vacant, but in the past had been utilized as a material storage yard, most recently for the Route 50 bike path construction. For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made during the 2009 Comprehensive Rezoning AND that there has been a change in the character of the neighborhood** as the justification for the proposed rezoning from a commercial designation to a residential designation. The Planning Commission must consider if:
1. There was a mistake made in assigning the property a C-2 District zoning classification in 2009; and/or
2. There has been a significant change based upon a comparison of the current conditions to the neighborhood in 2009 at the time of the last Comprehensive Rezoning.

By Friday, March 24, 2023, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the

site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the C-2 General Commercial District is "to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged."

The C-2 District allows uses such as Hotels/ Motels, Retail and Service Establishments, Contractor Shops, Warehousing, Self-Storage Facilities, Vehicle/ Watercraft repair shops and various other types of commercial establishments by right. Additionally, uses such as outdoor recreation establishments, dwelling units contained in or part of a commercial structure, dormitories, and dredge spoil disposal sites are some of the uses allowed by special exception. For a complete list, please use the following link: <https://ecode360.com/14019708>.

The purpose and intent of the R-4 General Residential District is "to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development. Additionally, this district is meant to accommodate the most diverse housing types and range of affordability. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. While this district can serve as the core of a traditional neighborhood development, it is not limited to usage only in areas designated for growth by the Comprehensive Plan."

The R-4 District allows uses such as Single-Family Dwellings, Manufactured Homes, Two-Family & Multi-Family Dwellings, Townhouses, Group Homes, and Firehouses by right. Additionally, uses such as Assisted Living Facilities, Schools, Day-care centers, and Private Noncommercial Marinas are allowed by special exception. For a complete list, please use the following link: <https://ecode360.com/14019607>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at jkkeener@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



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/dr>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: April 14, 2023
Re: Planning Commission Recommendation – Revise the text of § ZS 1-202(c)(42) - Separation Distances for Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-2 Agricultural District

On April 6, 2023, the Planning Commission reviewed the proposed text amendment submitted by Mr. Mark Cropper to modify the provisions of § ZS 1-202(c)(42) Separation Distances for Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-2 Agricultural District. Following the discussion, the board made a unanimous favorable recommendation for the amendment as submitted. A copy of the draft bill is attached for your use.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mr. Mark Cropper and his client, Paul Carlotta, were present for the review. Mr. Cropper stated that he was instrumental in the development of the existing section of the code that he is now seeking to amend. While the proposed text amendment is not site specific, his client has a farm in the A-2 Agricultural District and this separation distance would apply to his personal residence on an adjacent lot.

First, Mr. Cropper stated that he doesn't recall any concerns during the initial discussion relative to the separation issue if the neighboring property is also owned by the individual to which the separation distance is applied. Mr. Cropper stated that the separation distance requirement does not make sense if it is the same owner.

Second, the 500-foot separation distance was an arbitrary number; Mr. Cropper stated that it was not tied to any logical distance or requirement.

Third, he is not proposing to eliminate the requirement, only establish a special exception provision in which the Board of Zoning Appeals would have the authority to reduce the distance on a

ITEM 12

case-by-case basis at a duly advertised public hearing. The proposed amendment is enabling legislation that will allow a farm owner to seek the reduction; it will be left to the neighbors or affected property owners to show up for or against the request, and the board to decide whether to lessen the requirement.

Following the discussion, the board made a unanimous favorable recommendation for the amendment as submitted.

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-__

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Separation Distances for Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-2 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to establish a special exception provision to the separation distance between commercial non-agricultural events and any residential structure on an adjacent property or public road.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(c)(42) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to read as follows:

- (1) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road; HOWEVER, THE BOARD OF ZONING APPEALS MAY REDUCE THIS SEPARATION DISTANCE REQUIREMENT BY SPECIAL EXCEPTION PURSUANT TO § ZS 1-116(C)(3) and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(e)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2023.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director *JKK*
Date: March 22, 2023
Re: Text Amendment Application –Revise the text of §ZS 1-202(c)(42) - Separation Distances for Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-2 Agricultural District

Mark Cropper has submitted a text amendment application to amend the special exception use associated with commercial, non-agricultural functions and events on a farm in the A-2 Agricultural District. Specifically, the request would allow the Board of Zoning Appeals the ability to consider a reduction in the existing 500-foot separation distance between the commercial event space and any existing residential structures on an adjacent property or any public road right-of-way as a special exception. A copy of the strike and replace verbiage is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

By way of history, Mr. Mark Cropper was the applicant for the original text amendment that incorporated the special exception use for non-agricultural (i.e. commercial) events in the A-1 and A-2 Agricultural Districts as established by Bill 16-7 in February 2017 (bill attached). During the public hearing with the County Commissioners, Mr. Cropper stated that he had amended the draft bill after its initial introduction to expand the minimum lot area from 5 acres to 50 acres (subsequently amended to 25 acres during the hearing), and to establish the separation distance of 500 feet as a result of concerns that were raised (minutes attached). The current language specifically states that a variance to the separation distance may not be permitted. Therefore, if an applicant is unable to meet the separation distance under the current provisions, they may not request the special exception to hold events on their property. There is no limit on the number of commercial events that may occur under this special exception use.

The same language in the A-1 and A-2 Agricultural Districts can also be found in the E-1 Estate District (Bill 17-9) and the RP Resource Protection District (Bill 20-2). However, Mr. Cropper's request is specific only to the A-2 District. He stated that the A-1 District is for more traditional agricultural uses, and therefore felt that this amendment is more appropriate in the A-2 District.

DISCUSSION

As stated in the background section above, the separation distance was proposed and adopted in 2017 in response to concerns raised relative about potentially conflicting land uses in the agricultural zoning districts. In 2021, discussions regarding the agritourism amendments raised similar concerns.

It is important to remember that the commercial events that are the subject of this proposed text amendment are a separate and distinct use from agritourism operations, where events are directly related to the promotion of agricultural products and farm-related educational or recreational activities conducted on the property. Agritourism events are also limited to four per year, whereas there may be an unlimited number of commercial events under this existing special exception use. Agriculture is an important part of life in Worcester County, and events (both commercial and agricultural) can support local farms by bringing in revenue to preserve bonafide farming operations. However, there are also potential negative effects that can occur as a result of conflicting land uses. Caution must be taken to ensure the proper balance between existing residential and agricultural land uses and commercial events that could be a frequent occurrence.

Commercial events may be conducted on the farm either in an existing agricultural building whose primary use is for agricultural purposes, within a temporary tent or out in the open. Agricultural buildings used for this purpose must be constructed in the same manner as commercial buildings used for assembly purposes in other zoning districts to ensure the health, safety and welfare of the public attending these events.

The purpose and intent of the A-2 Agricultural District is "to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land... Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare" (§ ZS 1-202(a)).

Created in 2009, the A-2 zoning district is primarily found bordering areas of future potential growth, particularly adjacent to the municipal boundaries of Berlin, and along the corridors of MD Route 611, MD Route 376, and MD Route 589. There are also significant acreages of A-2 zoning within and adjacent to the villages of Stockton and Showell. Additionally, campgrounds and golf courses existing at the time of the comprehensive rezoning were also included in the A-2 Agricultural District.

While the requested special exception provision is proposed to be limited to the A-2 District at this time, the approval of the initial use in the A-1 and A-2 Districts spurred requests for the exact same use and lot requirements to be expanded to other zoning districts. Currently, only four farms have obtained approvals for commercial events accessory to a farm and all are located in the A-1 Agricultural District.

RECOMMENDATION

Overall, staff finds that the existing code language is sufficient to protect adjoining property owners from non-compatible uses.

However, if the Planning Commission and/ or Worcester County Commissioners look favorably on the request, we recommend an amendment to establish a minimum separation distance that cannot be exceeded between the event and any adjoining residential structure or public road right-of-way. We are concerned that a reduction in the separation distance by special exception could be combined with a requested variance to a required yard setback, effectively eliminating the protections for existing or future residential structures on adjacent lots.

In her attached comments, Ms. Tremblay recommends a minimum of no less than 200 feet. She also recommends the establishment of a vegetative screen a minimum of 50 feet in width adjacent to the site of the commercial event space and associated use areas. In my opinion, the separation distance should be absolutely no less than 100 feet, which is equivalent to the required yard setbacks for the use. This would prevent variances to the front yard setback, but would still allow for variances to be requested to the side or rear yard setbacks.

Another alternative would be to allow the special exception to the requested separation distance (with or without a minimum), but also establish a prohibition on obtaining a variance to the required yard setbacks.

I will be available at your upcoming meeting to discuss any questions or concerns that you have in regards to the proposed amendment.

cc: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
file



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
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: March 17, 2023
Re: Zoning Ordinance Proposed Text Amendment – Revise the text of ZS1-202(c)(42) – Separation Distances for Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-2 Agricultural District

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Mr. Mark Cropper. Given that the Bill # 16-7 specifically added this provision to an already existing ordinance, it is my belief that it is unwise to change direction at this juncture. **The proposed addition by this Bill demonstrates that there was due consideration of the 500-foot separation distance from existing residences by the County Commissioners and as such, it should be retained at this time.**

In the event that the County Commissioners believe that such a departure from its original stance is warranted at this time, I recommend that there be a limitation on the ability of the Board of Zoning Appeals to reduce the separation distance as follows:

- (1) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road; HOWEVER, THE BOARD OF ZONING APPEALS MAY REDUCE THIS SEPARATION DISTANCE REQUIREMENT **TO NO LESS THAN 200 FEET** BY SPECIAL EXCEPTION PURSUANT TO § ZS 1-116(C)(3) ~~and no variance to this requirement is permitted notwithstanding the provisions of § ZS 116(e)(4).~~ **A VEGETATIVE SCREEN AT**

LEAST FIFTY FEET IN WIDTH MUST ALSO BE PROVIDED IN ACCORDANCE WITH §ZS10322(e)(1). Any amplified music associated with such a use must end by 11:00 p.m.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 16-7

BY: Commissioner Church
 INTRODUCED: December 20, 2016
 AMENDED: FEBRUARY 21, 2017

A BILL ENTITLED

AN ACT Concerning

Zoning - Commercial Non-Agricultural Functions in Agricultural
 Structures and Lands in the A-1 and A-2 Agricultural Districts

For the purpose of amending the Zoning and Subdivision Control Article to permit the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events in the A-1 and A-2 Agricultural Districts.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsection § ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(34) and a new subsection § ZS 1-201(c)(33) be enacted to read as follows:

- (33) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, five TWENTY-FIVE acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. THE SITE OF THE COMMERCIAL EVENT ITSELF AND ALL ASSOCIATED USE AREAS SHALL BE LOCATED NOT LESS THAN FIVE HUNDRED FEET FROM ANY RESIDENTIAL STRUCTURE ON AN ADJACENT PROPERTY OR PUBLIC ROAD AND NO VARIANCE TO THIS REQUIREMENT IS PERMITTED NOTWITHSTANDING THE PROVISIONS OF § ZS 1-116(c)(4). ANY AMPLIFIED MUSIC ASSOCIATED WITH SUCH A USE MUST END BY 11:00 P.M.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsection § ZS 1-202(c)(45) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-202(c)(46) and a new subsection § ZS 1-202(c)(45) be enacted to read

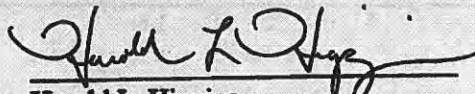
as follows:

- (45) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, five TWENTY-FIVE acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. THE SITE OF THE COMMERCIAL EVENT ITSELF AND ALL ASSOCIATED USE AREAS SHALL BE LOCATED NOT LESS THAN FIVE HUNDRED FEET FROM ANY RESIDENTIAL STRUCTURE ON AN ADJACENT PROPERTY OR PUBLIC ROAD AND NO VARIANCE TO THIS REQUIREMENT IS PERMITTED NOTWITHSTANDING THE PROVISIONS OF § ZS 1-116(c)(4). ANY AMPLIFIED MUSIC ASSOCIATED WITH SUCH A USE MUST END BY 11:00 P.M.

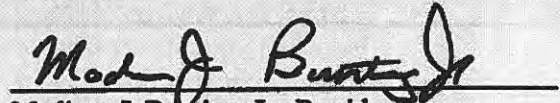
Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

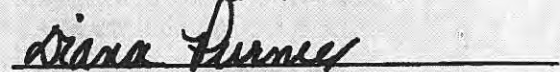
PASSED this 21st day of February, 2017.


ATTEST:


 Harold L. Higgins
 Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

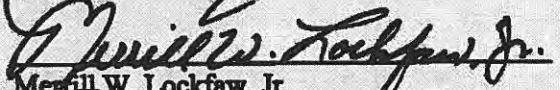

 Madison J. Bunting, Jr., President


 Diana Purnell, Vice President


 Anthony W. Bertino, Jr.


 James C. Church


 Theodore J. Elder


 Merrill W. Lockfaw, Jr.


 Joseph M. Mitrecic

Following some discussion and upon a motion by Commissioner Church, the Commissioners unanimously authorized staff to submit an application to Delmarva Power to install the requested lighting. Mr. Tustin further agreed to investigate and report back on the potential conversion of street lights to LED lighting.

The Commissioners met with Mr. Tustin to discuss the possible placement of a new Worcester County welcome sign at the Pocomoke Welcome Center. Mr. Tustin advised that SHA has authorized the County to place the sign at the entryway subject to including a break-away component in the structure, as a safety measure to protect motorists in the event of a collision, rather than the brick foundation proposed by the County. He estimated the sign, including installation, landscaping, and lighting to cost less than \$13,000, but that he has yet to receive a revised estimate for the sign, with the breakaway support structure, from Selby Signs of Pocomoke. He stated that when the proposed sign is installed at the Welcome Center, the County could discontinue the 10-year land lease where the current sign is located, when it expires on May 1, 2017, for an annual savings of \$900.

Upon a motion by Commissioner Lockfaw, the Commissioners unanimously approved the request to relocate the welcome sign and agreed to waive the standard bid process and award a contract to Selby Signs for the purchase and installation of the new sign, provided the revised price is reasonable.

Pursuant to the recommendation of Mr. Tustin in response to a request by Attorney William E. Esham, III, on behalf of Raymond and Kathleen Sullivan, and upon a motion by Commissioner Lockfaw, the Commissioners unanimously approved the proposed quitclaim deed for a portion of Waltham Road between West Torquay Road and Salisbury Road in Cape Isle of Wight. Mr. Tustin stated that this paper street is not listed within the Inventory of Public Roads of Worcester County, has never been improved, and the County has no plans to make improvements to it.

Pursuant to the recommendation of Mr. Tustin in response to a request by SHA Real Property Manager Doug Sommers, and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the offer from the SHA to purchase Item No. 109295, including right-of-way, easements, and/or other rights necessary, at a total cost of \$1,900 for Phase IV construction of the U.S. Rt. 113 dualization project from Five Mile Branch Road north of MD Rt. 365 (Public Landing Road). Mr. Tustin explained that the property, which is located north of Central Site Lane in Newark, previously served as an old dirt lane to access the Fire Training Center and is no longer utilized by the County.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 16-7 (Zoning - Commercial Non-Agricultural Functions in Agricultural Structures and Lands in the A-1 and A-2 Agricultural Districts), which was introduced by Commissioner Church on December 20, 2016. Development Review and Permitting Deputy Director Phyllis Wimbrow reviewed the bill, which seeks to renumber existing Sections ZS 1-201(c)(33) to ZS 1-201(c)(34) and 251-202(c)(46) to 251-202(c)(47) and to create new Sections ZS 1-201(c)(33) and ZS 1-202(c)(46) to amend the A-1

and A-2 Agricultural Districts by the addition of a new subsection in each that would permit certain non-agricultural functions, specifically the commercial hosting of weddings, family reunions, children's parties, corporate parties and the like on farms and in agricultural buildings as a special exception. Ms. Wimbrow stated that this type of use has been discussed for quite a while, with a number of property owners having shown interest in such an operation; however, currently the only avenue to permit such uses is by a special exception for a transient use, which limits the approval to one year, with a single one-year extension. She advised that staff prepared the original text amendment as a result of discussions with Attorney Mark Cropper and his client, the Johnson Family Trust, and the Planning Commission granted the application a favorable recommendation, provided the necessary limitations and protections are included. She concluded that this bill does not permit the construction of a stand-alone structure for hosting events, but rather allows for the use of existing agricultural structures for such uses. She then reviewed an amendment to Bill 16-7, submitted by Attorney Mark Cropper in response to concerns he was aware of that includes certain modifications to the original language to increase the minimum lot requirement from five acres to 50 acres and to require any commercial event and associated uses to be located not less than 500 feet from any residential structure on an adjacent property or public road, and any amplified music associated with such a use must end by 11:00 p.m.

Commissioner Bunting opened the floor to receive public comment.

Mr. Cropper, representing the Johnson Family Trust, stated that Bill 16-7 is simply enabling legislation that would allow an applicant to apply for a special exception to the Board of Zoning Appeals (BZA) for the accessory use of a principal agricultural structure or use of land on a farm for the commercial hosting of non-agricultural functions and events, with all such uses to be accessory and subordinate to the principal agricultural structure or use of the property. He stated that until now such a request has never been addressed outside of a transient, temporary one-year use, with the possibility to reapply for a one-year extension. He pointed out that any neighboring property owners with concerns about a particular application would have the ability to voice their concerns, as each application would be considered by the BZA in a public hearing. He further noted that the proposed amendment to Bill 16-7 would increase the lot size and setback requirements to minimize the possibility of disturbing neighboring property owners. Lastly, Mr. Cropper submitted a letter written by Betty and Lloyd Whitehead, whose property is adjacent to the Johnson Family Trust Farm and Dr. Catherine Casto, supporting the proposed use and asking the Commissioners to adopt Bill 16-7.

Darren Casto of Cedartown Road stated that he has been facilitating weddings on his farm for the past year without drawing any complaints from his neighbors, and he requested the Commissioners adopt Bill 16-7.

In response to a question by Commissioner Lockfaw, Mr. Cropper confirmed that, with approval from the BZA, an applicant could advertise for the commercial use of his or her farm to host special events, like weddings and family reunions, provided the farm was 50 acres or more in size and met the 500-foot event setback requirements. In response to a question by Commissioner Bunting, Zoning Administrator Jennifer Keener stated that the County would not require paved parking as a condition of granting a special exception, since the hosting of these types of special events would be an accessory rather than principal use at each site. However, the County may require an applicant to provide a stabilized area for parking, which would then

require them to address stormwater management issues.

Commissioner Elder stated that it is more important to meet the proposed setback requirements than to set a 50-acre minimum property requirement, which might be difficult for some interested farm owners to meet. Commissioner Bunting concurred. In response to a question by Commissioner Elder, Mr. Cropper stated that his amendment increased the acreage requirement from five acres to 50 acres based solely upon concerns that had been raised after he introduced the text amendment application.

Photographer Kim Knock of Salisbury stated that she receives weekly requests from couples seeking her services who would like to host their weddings at area farms, which she categorized as an emerging trend. She stated that these types of events often parlay into extended stays for guests in the nearby ocean resort, and she requested the Commissioners adopt Bill 16-7.

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

Upon a motion by Commissioner Church, the Commissioners unanimously approved the proposed amendment to increase the minimum lot area from five to 25 acres, to require a 500-foot setback to residential structures on adjacent properties and public roads, and to end amplified music by 11:00 p.m.

Upon a subsequent motion by Commissioner Church, the Commissioners conceptually approved Bill 16-7 as amended.

The Commissioners conducted a public hearing on Bill 16-6 (Zoning - Non-Agricultural Events at Wineries in the A-1 and A-2 Agricultural Districts), which was introduced by Commissioner Church on December 20, 2016. Ms. Wimbrow reviewed the bill, which would amend the A-1 and A-2 Agricultural Districts by the addition of a new subparagraph in each under the special exception for wineries that would allow the commercial hosting of certain non-agricultural functions, such as weddings, family reunions, children's parties, and corporate parties, as accessory uses at established wineries. She stated that such uses are authorized currently by a special exception for a transient use, which limits the approval to one year, with a single one-year extension. She advised that the Planning Commission granted the amendment a favorable recommendation, and County staff concluded that an amendment such as this would help make wineries more financially viable. In response to a question by Commissioner Bertino, Ms. Wimbrow advised that under the proposed legislation a vineyard owner must have a minimum of five acres and a lot width of 200 feet, with one-hundred-foot setbacks on all sides to meet the requirements to be granted a special exception. Commissioner Bunting suggested increasing the minimum lot requirement from five acres to 10 acres.

Commissioner Bunting opened the floor to receive public comment.

Jeannie Mariner of Old Ocean City Road in Berlin advised that her family has been making wine on their 12.5-acre farm for many years and would like to pursue this use as a business, but that such a venture could only be viable if they were able to host non-agricultural functions and events, such as wedding receptions, family reunions, and birthday celebrations. She also noted that her property abuts the Showell ballfields and is located in close proximity to five churches, making her property ideally suited for the proposed uses. Therefore, she requested the Commissioners adopt Bill 16-6 as presented.

In response to a question by Commissioner Bunting, Ms. Mariner stated that the primary



**Worcester County Commissioners
 Worcester County Government Center
 Once West Market Street, Room 1103
 Snow Hill, MD 21863**

PETITION FOR AMENDMENT TO OFFICIAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

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

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 2/16/2023

Date Reviewed by Planning Commission: 4/6/2023

I. Application – Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

- A. Resident of Worcester County X
- B. Taxpayer of Worcester County X
- C. Governmental Agency _____

 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

- A. Section Number: Section ZS 1-202 (c)(42)
- B. Page Number: ZS 1:11:16
- C. Proposed revised text, addition or deletion:

Eliminate from the fourth sentence the following language “and no variance to this requirement is permitted notwithstanding the provisions of Section ZS 116 (c)(4)” and add in its place “;however, the Board of Zoning Appeals may reduce this separation distance requirement by special exception pursuant to Section ZS 116(c)(3).” The remainder of this section shall remain the same.

III. Reasons for Requesting Text Change.

- A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:
There are numerous farms, as defined by the Zoning Code, located throughout

Worcester County that can and should be permitted to host commercial non-agricultural functions and events that are unable to meet the 500 ft. separation requirement. This proposed text amendment would allow the Board of Zoning Appeals to determine on a site specific, case-by-case basis where and under what circumstances such a separation distance requirement is not justified or warranted.

IV. Signature of Applicants

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

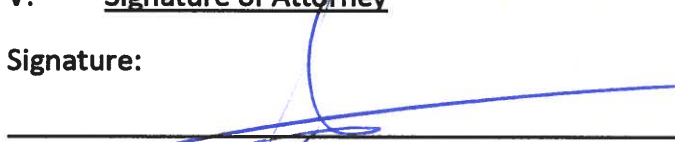
Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: 2/14/23

V. Signature of Attorney

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: 2/14/23

VI. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Procedure for Text Amendments – Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to

legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. IN the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

To: County Commissioners

From: Roscoe R. Leslie

Date: April 21, 2023

RE: Code revisions for paid parking

Minor amendments to the County's current parking ordinance (PS 3-203) must be made to implement the recently approved pilot program for paid parking at a County landing.

We have simply added the word "paid" into provisions that already empower the County to limit or ban parking in certain areas.

**COUNTY COMMISSIONERS OF WORCESTER COUNTY,
MARYLAND
BILL 23-__**

BY:

INTRODUCED:

A legislative bill for the purpose of allowing paid parking on county public property.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § PS 3-203 (Designation of limited parking or no parking zones) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

§ PS 3-203. Designation of limited parking, **PAID**, or no parking zones

- (a) Establishment of limited parking, **PAID**, or no parking zones. The County Commissioners may by resolution adopt regulations for or designations of no parking, **PAID**, or limited parking zones in areas where such are deemed necessary or appropriate by the County Commissioners and which said areas and zones shall include, without limitation, handicapped zones, fire lanes, areas of limited vehicular access or any other area deemed by the County Commissioners to be desirable as limited, **PAID**, or no parking areas. Such designations may be upon public or quasi-public property.
- (b) Designation of limited parking, **PAID**, or no parking zones. Any areas established as limited parking, **PAID**, or no parking zones shall be posted with a sign or designated by a painted curb as determined by resolution of the County Commissioners.
- (c) Fire lanes. The proper posting and marking of fire lanes shall be the responsibility of the property owner if on private property. The property owner shall be responsible for providing and maintaining proper designation of such fire lane as required. It shall be unlawful for any person to obstruct or interfere or allow the obstruction or interference with the operation or access of any emergency vehicle or equipment within a fire lane or to any fire hydrant or any Fire Department connection or to permit or to engage in any activity within any designated fire lane which would interfere with the proper use of that fire lane by fire-fighting personnel and equipment.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 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 24, 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 (24).

Please Note: Commission For Women – 2 available for reappointment – Colson and Phillips (see attached letters).

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

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 Seven (7) 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 Bums -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

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
- **(6 Total) - 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**
(1) Tenure Ending - 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.13 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.13 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.13 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor
- p. 13 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 13 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 14 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
- p. 15 Elizabeth Rodier -Term Ended- Commission for Women

District 4 -Elder

- p.12 George Dix – Term Ended – Solid Waste Adv. Bd.
- p.15 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino

- p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.

District 6- Bunting

- p. 9 David Deutsch– Ethics Board
- p. 15 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.10 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. 11 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)

p. 13 - (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. 14- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton

p. 15 - (6 Total) - 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

(1) Tenure Ending - Hope Carmean (Elder)

p. 17-18 - Two Reappointment Letters

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:

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 Flory
Barbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)
Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

Since 1972

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

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 14

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

| <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) |
| Coleen Colson | Dept of Social Services | | 19-22 |
| Hope Carmean | D-4, Elder | Snow Hill | *15-16-19, 19-22 |
| Windy Phillips | Board of Education | | 19-22 |
| Tamara White | D-1, Nordstrom | Pocomoke City | 17-20, 20-23 |
| Kris Heiser | Public Safety – State Attorney Office | | 21-24 (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 |
| Jocelyn Briddell | At-Large | Berlin | 23-26 |

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) | |

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

| | |
|----------------------------------|----------------------------------|
| Dr. Mary Dale Craig (02-06) | Michelle Bankert *(14-18) |
| Dee Shorts (04-07) | Nancy Fortney (12-18) |
| Ellen Payne (01-07) | Cristi Graham (17-18) |
| Mary Beth Quillen (05-08) | Alice Jean Ennis (14-17) |
| Marge SeBour (06-08) | Lauren Mathias Williams *(16-18) |
| Meg Gerety (04-07) | Teola Brittingham *(16-18) |
| Linda Dearing (02-08) | Jeannine Jerscheid *(18-19) |
| Angela Hayes (08) | Shannon Chapman (*17-19) |
| Susan Schwarten (04-08) | Julie Phillips (13-19) |
| Marilyn James (06-08) | Bess Cropper (15-19) |
| Merilee Horvat (06-09) | Kelly Riwniak *(19-20) |
| Jody Falter (06-09) | Kelly O'Keane (17-22) |
| Kathy Muncy (08-09) | Mary Mumford (*16-22) |
| Germaine Smith Garner (03-09) | |
| Nancy Howard (09-10) | |
| Barbara Witherow (07-10) | |
| Doris Moxley (04-10) | |
| Evelyne Tyndall (07-10) | |
| Sharone Grant (03-10) | |
| Lorraine Fasciocco (07-10) | |
| Kay Cardinale (08-10) | |
| Rita Lawson (05-11) | |
| Cindi McQuay (10-11) | |
| Linda Skidmore (05-11) | |
| Kutresa Lankford-Purnell (10-11) | |
| Monna Van Ess (08-11) | |
| Barbara Passwater (09-12) | |
| Cassandra Rox (11-12) | |
| Diane McGraw (08-12) | |
| Dawn Jones (09-12) | |
| Cheryl K. Jacobs (11) | |
| Doris Moxley (10-13) | |
| Kutresa Lankford-Purnell (10-12) | |
| Terry Edwards (10-13) | |
| Dr. Donna Main (10-13) | |
| Beverly Thomas (10-13) | |
| Caroline Bloxom (14) | |
| Tracy Tilghman (11-14) | |
| Joan Gentile (12-14) | |
| Carolyn Dorman (13-16) | |
| Arlene Page (12-15) | |
| Shirley Dale (12-16) | |
| Dawn Cordrey Hodge (13-16) | |
| Carol Rose (14-16) | |
| Mary Beth Quillen (13-16) | |
| Debbie Farlow (13-17) | |
| Corporal Lisa Maurer (13-17) | |
| Laura McDermott (11-16) | |
| Charlotte Cathell (09-17) | |
| Eloise Henry-Gordy (08-17) | |

* = Appointed to fill an unexpired term

c = Charter member

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

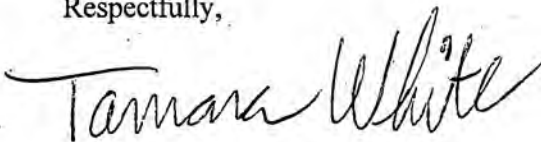
Dear Mr. Bertino:

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 Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
Kim Reynolds, Budget Officer
DATE: March 23, 2023
RE: FY2024 Notice of Public Hearing Operating Budget Advertisement

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2024 Operating Budget. The meeting will be held at the Government Center.

We plan to advertise with the following options:

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wcheating@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 1, 2023 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

7:00 P.M., Tuesday, May 2, 2023
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD

The advertisement for the Notice of Public Hearing FY2024 Estimated Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of April 20 and April 27, 2023.

Attachment: Notice of Public Hearing

S:\Commissioners\Budget\Kim R Budget\FY24 Budget\FY24 Public Budget Hearing Memo.docx

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING
FY 2024 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2024 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 1, 2023 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 2, 2023
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$11,586,353. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the requested budgets are available for public inspection on the Worcester County website at www.co.worcester.md.us.

| GENERAL FUND ESTIMATED REVENUES | | | |
|--|------------------|------------------------------|--|
| | Requested Budget | | Requested Budget |
| Property Taxes | \$ 158,667,691 | Licenses & Permits | 2,576,190 |
| Income Taxes | 38,000,000 | Charges for Services | 1,550,115 |
| Other Local Taxes | 13,241,000 | Fines & Forfeits | 27,765 |
| State Shared | 2,870,169 | Interest | 5,000,000 |
| Federal Grants | 865,299 | Misc/Sale of Assets/ & Other | 610,188 |
| State Grants | 6,761,294 | | |
| | | | TOTAL ESTIMATED REVENUES <u>\$230,169,711</u> |

| GENERAL FUND REQUESTED EXPENDITURES | | | |
|--|------------------|--|------------------|
| | Requested Budget | | Requested Budget |
| Board of Education: Operating Expenses | \$105,151,226 | Library | 2,944,918 |
| Debt Payments to be paid on behalf | 10,797,206 | | |
| Boat Landings | 326,138 | Maintenance | 1,585,447 |
| Circuit Court | 1,669,222 | Mosquito Control | 197,586 |
| Commission On Aging | 1,626,702 | Natural Resources | 625,935 |
| County Administration | 1,183,181 | Orphan's Court | 36,900 |
| Debt Service (less Education Debt) | 2,402,056 | Other General Government | 3,334,784 |
| Development Review & Permitting | 2,137,026 | Other General Government: (State Dept. of Assessment Operating Exp) | 633,848 |
| Economic Development | 451,715 | Parks | 2,312,032 |
| Elections | 1,356,453 | Public Works Administration | 775,342 |

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| | | | |
|--|------------|-------------------------------|------------|
| Emergency Services | 3,251,479 | Recreation | 1,930,799 |
| Environmental Programs | 3,236,494 | Recreation & Culture | 139,426 |
| Extension Office | 255,625 | Recycling | 906,070 |
| Fire Marshal | 684,806 | Sheriff | 11,467,155 |
| Grants to Towns | 7,174,272 | Social Service Groups | 920,768 |
| Health Department | 6,060,717 | State's Attorney | 3,181,582 |
| Homeowner Convenience Centers | 742,936 | Taxes Shared w/ Towns | 2,944,157 |
| Human Resources | 503,002 | Tourism | 1,373,990 |
| Information Technology | 661,401 | Treasurer | 1,380,661 |
| Insurance & Benefits: (Includes OPEB-all employees) | 28,004,200 | Vol. Fire Co. & Ambulance Co. | 10,590,413 |
| Jail | 9,822,496 | Wor-Wic Community College | 2,530,242 |
| Roads | 4,445,656 | | |
| TOTAL REQUESTED EXPENDITURES <u>\$241,756,064</u> | | | |

WORCESTER COUNTY
Summary
FY2024 Revenue Estimate

| | FY2024 Estimate | FY2023 Estimate | (\$) | (%) Difference (%) |
|------------------------------------|----------------------------|----------------------------|---------------------|---------------------------|
| Property Taxes | \$ 158,667,691 | \$ 152,507,544 | \$ 6,160,147 | 4.0% |
| Income Taxes | 38,000,000 | 38,000,000 | \$ - | 0.0% |
| Other Local Taxes | 13,241,000 | 17,141,000 | \$ (3,900,000) | -22.8% |
| State Shared | 2,870,169 | 2,572,746 | \$ 297,423 | 11.6% |
| Licenses & Permits | 2,576,190 | 2,500,231 | \$ 75,959 | 3.0% |
| Charges for Services | 1,550,115 | 1,515,755 | \$ 34,360 | 2.3% |
| Interest on Investments | 5,000,000 | 100,000 | \$ 4,900,000 | 4900.0% |
| Fines & Forfeits | 27,765 | 29,000 | \$ (1,235) | -4.3% |
| Misc./Sale of Assets/Other Revenue | 610,188 | 561,986 | \$ 48,202 | 8.6% |
| Federal Grants | 865,299 | 357,746 | \$ 507,553 | 141.9% |
| State Grants | 6,761,294 | 4,344,131 | \$ 2,417,163 | 55.6% |
| Transfers In - Casino/Local Impact | | 3,244,000 | \$ (3,244,000) | -100.0% |
| Transfers In - Prior Year Surplus | | 4,182,639 | \$ (4,182,639) | -100.0% |
| TOTAL REVENUES | \$ 230,169,711 | \$ 227,056,778 | \$ 3,112,933 | 1.3% |

FY 2024 Requested General Fund Budget

| | FY2024 Requested | FY2023 Amended | (\$) | (%) Difference (%) |
|--|-----------------------------|---------------------------|-------------|---------------------------|
| County Commissioners & Admin. | | | | |
| Personnel Services | 1,114,433 | 1,121,605 | (7,172) | -0.6% |
| Supplies & Materials | 55,261 | 49,512 | 5,749 | 11.6% |
| Maintenance & Services | 49,410 | 48,390 | 1,020 | 2.1% |
| Other Charges | 63,036 | 46,246 | 16,790 | 36.3% |
| Interfund Charges | (98,959) | (83,219) | (15,740) | 18.9% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 1,183,181 | 1,182,534 | 647 | 0.1% |
| Circuit Court | | | | |
| Personnel Services | 1,114,843 | 1,159,681 | (44,838) | -3.9% |
| Supplies & Materials | 436,682 | 218,231 | 218,451 | 100.1% |
| Maintenance & Services | 108,765 | 108,765 | 0 | 0.0% |
| Other Charges | 8,932 | 8,932 | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 1,669,222 | 1,495,609 | 173,613 | 11.6% |
| Orphan's Court | | | | |
| Personnel Services | 28,500 | 28,500 | 0 | 0.0% |
| Supplies & Materials | 1,600 | 1,100 | 500 | 45.5% |
| Other Charges | 6,800 | 6,800 | 0 | 0.0% |
| | 36,900 | 36,400 | 500 | 1.4% |

ITEM 15

| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|--|---------------------|-------------------|---------------------|---------------|
| State's Attorney | | | | |
| Personnel Services | 2,991,210 | 2,495,304 | 495,906 | 19.9% |
| Supplies & Materials | 104,772 | 188,787 | (84,015) | -44.5% |
| Maintenance & Services | 18,150 | 21,450 | (3,300) | -15.4% |
| Other Charges | 24,450 | 27,580 | (3,130) | -11.3% |
| Capital Equipment | 43,000 | 0 | 43,000 | N/A |
| | 3,181,582 | 2,733,121 | 448,461 | 16.4% |
| Treasurer | | | | |
| Personnel Services | 1,461,244 | 1,470,150 | (8,906) | -0.6% |
| Supplies & Materials | 172,910 | 163,820 | 9,090 | 5.5% |
| Maintenance & Services | 2,500 | 2,500 | 0 | 0.0% |
| Other Charges | 9,260 | 4,900 | 4,360 | 89.0% |
| Interfund Charges | (265,253) | (261,705) | (3,548) | 1.4% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 1,380,661 | 1,379,665 | 996 | 0.1% |
| Elections Office | | | | |
| Personnel Services | 621,993 | 580,643 | 41,350 | 7.1% |
| Supplies & Materials | 572,792 | 579,968 | (7,176) | -1.2% |
| Maintenance & Services | 141,590 | 157,670 | (16,080) | -10.2% |
| Other Charges | 20,078 | 17,150 | 2,928 | 17.1% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 1,356,453 | 1,335,431 | 21,022 | 1.6% |
| Human Resources | | | | |
| Personnel Services | 520,468 | 555,319 | (34,851) | -6.3% |
| Supplies & Materials | 22,940 | 24,640 | (1,700) | -6.9% |
| Maintenance & Services | 29,500 | 27,500 | 2,000 | 7.3% |
| Other Charges | 4,500 | 4,000 | 500 | 12.5% |
| Interfund Charges | (74,406) | (79,250) | 4,844 | -6.1% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 503,002 | 532,209 | (29,207) | -5.5% |
| Development Review & Permitting | | | | |
| Personnel Services | 1,760,200 | 1,731,905 | 28,295 | 1.6% |
| Supplies & Materials | 242,922 | 296,375 | (53,453) | -18.0% |
| Maintenance & Services | 186,910 | 111,933 | 74,977 | 67.0% |
| Other Charges | 41,983 | 40,726 | 1,257 | 3.1% |
| Interfund Charges | (94,989) | (93,148) | (1,841) | 2.0% |
| Capital Equipment | 0 | 24,000 | (24,000) | -100.0% |
| | 2,137,026 | 2,111,791 | 25,235 | 1.2% |
| Environmental Programs | | | | |
| Personnel Services | 1,276,885 | 1,257,623 | 19,262 | 1.5% |
| Supplies & Materials | 1,882,911 | 279,052 | 1,603,859 | 574.8% |
| Maintenance & Services | 102,045 | 98,045 | 4,000 | 4.1% |
| Other Charges | 5,300 | 3,495 | 1,805 | 51.6% |
| Interfund Charges | (30,647) | (30,647) | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 3,236,494 | 1,607,568 | 1,628,926 | 101.3% |

ITEM 15

| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|---------------------------------|---------------------|-------------------|---------------------|---------|
| Information Technology | | | | |
| Personnel Services | 660,409 | 672,615 | (12,206) | -1.8% |
| Supplies & Materials | 23,900 | 24,830 | (930) | -3.7% |
| Maintenance & Services | 2,840 | 2,540 | 300 | 11.8% |
| Other Charges | 7,600 | 7,600 | 0 | 0.0% |
| Interfund Charges | (33,348) | (33,348) | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 661,401 | 674,237 | (12,836) | -1.9% |
| Other General Government | | | | |
| Supplies & Materials | 1,495,884 | 1,316,284 | 179,600 | 13.6% |
| Maintenance & Services | 955,094 | 1,156,383 | (201,289) | -17.4% |
| Other Charges | 1,367,654 | 1,197,961 | 169,693 | 14.2% |
| Capital Equipment | 150,000 | 0 | 150,000 | N/A |
| | 3,968,632 | 3,670,628 | 298,004 | 8.1% |
| Sheriff's Department | | | | |
| Personnel Services | 8,080,129 | 7,439,751 | 640,378 | 8.6% |
| Supplies & Materials | 1,637,105 | 1,530,165 | 106,940 | 7.0% |
| Maintenance & Services | 700,567 | 582,601 | 117,966 | 20.2% |
| Other Charges | 135,370 | 103,109 | 32,261 | 31.3% |
| Capital Equipment | 913,984 | 610,000 | 303,984 | 49.8% |
| | 11,467,155 | 10,265,626 | 1,201,529 | 11.7% |
| Emergency Services | | | | |
| Personnel Services | 2,073,472 | 1,967,956 | 105,516 | 5.4% |
| Supplies & Materials | 971,097 | 937,776 | 33,321 | 3.6% |
| Maintenance & Services | 182,010 | 170,903 | 11,107 | 6.5% |
| Other Charges | 24,900 | 25,900 | (1,000) | -3.9% |
| Capital Equipment | 0 | 135,000 | (135,000) | -100.0% |
| | 3,251,479 | 3,237,535 | 13,944 | 0.4% |
| County Jail | | | | |
| Personnel Services | 6,751,748 | 6,675,545 | 76,203 | 1.1% |
| Supplies & Materials | 831,308 | 946,168 | (114,860) | -12.1% |
| Maintenance & Services | 2,223,384 | 2,146,111 | 77,273 | 3.6% |
| Other Charges | 16,056 | 16,056 | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 9,822,496 | 9,783,880 | 38,616 | 0.4% |
| Fire Marshal's Office | | | | |
| Personnel Services | 557,573 | 536,066 | 21,507 | 4.0% |
| Supplies & Materials | 67,363 | 68,103 | (740) | -1.1% |
| Maintenance & Services | 50,360 | 26,460 | 23,900 | 90.3% |
| Other Charges | 9,510 | 23,285 | (13,775) | -59.2% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 684,806 | 653,914 | 30,892 | 4.7% |

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| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|---------------------------------------|---------------------|-------------------|---------------------|--------|
| Volunteer Fire & Ambulance | | | | |
| Supplies & Materials | 53,000 | 81,152 | (28,152) | -34.7% |
| Maintenance & Services | 21,548 | 19,996 | 1,552 | 7.8% |
| Other Charges | 10,515,865 | 9,632,096 | 883,769 | 9.2% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 10,590,413 | 9,733,244 | 857,169 | 8.8% |
| Public Works Department | | | | |
| Personnel Services | 627,345 | 585,299 | 42,046 | 7.2% |
| Supplies & Materials | 23,870 | 25,685 | (1,815) | -7.1% |
| Maintenance & Services | 207,046 | 202,046 | 5,000 | 2.5% |
| Other Charges | 15,090 | 14,690 | 400 | 2.7% |
| Interfund Charges | (98,009) | (98,009) | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 775,342 | 729,711 | 45,631 | 6.3% |
| Maintenance Division | | | | |
| Personnel Services | 1,307,279 | 1,322,293 | (15,014) | -1.1% |
| Supplies & Materials | 88,154 | 73,424 | 14,730 | 20.1% |
| Maintenance & Services | 99,564 | 99,938 | (374) | -0.4% |
| Other Charges | 11,000 | 7,500 | 3,500 | 46.7% |
| Capital Equipment | 79,450 | 54,500 | 24,950 | 45.8% |
| | 1,585,447 | 1,557,655 | 27,792 | 1.8% |
| Roads Division | | | | |
| Personnel Services | 1,739,643 | 1,779,745 | (40,102) | -2.3% |
| Supplies & Materials | 1,377,102 | 1,307,156 | 69,946 | 5.4% |
| Maintenance & Services | 803,965 | 717,761 | 86,204 | 12.0% |
| Other Charges | 12,301 | 29,846 | (17,545) | -58.8% |
| Capital Equipment | 512,645 | 464,362 | 48,283 | 10.4% |
| | 4,445,656 | 4,298,870 | 146,786 | 3.4% |
| Boat Landings | | | | |
| Supplies & Materials | 280,000 | 330,000 | (50,000) | -15.2% |
| Maintenance & Services | 46,138 | 51,250 | (5,112) | -10.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 326,138 | 381,250 | (55,112) | -14.5% |
| Homeowner Convenience Centers | | | | |
| Personnel Services | 267,549 | 268,482 | (933) | -0.3% |
| Supplies & Materials | 10,700 | 10,700 | 0 | 0.0% |
| Maintenance & Services | 264,736 | 259,060 | 5,676 | 2.2% |
| Other Charges | 1,000 | 0 | 1,000 | N/A |
| Interfund Charges | 198,951 | 206,441 | (7,490) | -3.6% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 742,936 | 744,683 | (1,747) | -0.2% |

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| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|----------------------------------|---------------------|-------------------|---------------------|---------|
| Recycling | | | | |
| Personnel Services | 457,978 | 509,922 | (51,944) | -10.2% |
| Supplies & Materials | 19,590 | 19,500 | 90 | 0.5% |
| Maintenance & Services | 226,457 | 206,575 | 19,882 | 9.6% |
| Other Charges | 1,000 | 0 | 1,000 | N/A |
| Interfund Charges | 183,045 | 167,041 | 16,004 | 9.6% |
| Capital Equipment | 18,000 | 17,000 | 1,000 | 5.9% |
| | 906,070 | 920,038 | (13,968) | -1.5% |
| Health Department | | | | |
| Supplies & Materials | 0 | 500 | (500) | -100.0% |
| Maintenance & Services | 445,445 | 497,118 | (51,673) | -10.4% |
| Other Charges | 5,615,272 | 5,260,993 | 354,279 | 6.7% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 6,060,717 | 5,758,611 | 302,106 | 5.2% |
| Mosquito Control Division | | | | |
| Personnel Services | 64,336 | 64,336 | 0 | 0.0% |
| Supplies & Materials | 3,550 | 3,450 | 100 | 2.9% |
| Maintenance & Services | 27,250 | 23,850 | 3,400 | 14.3% |
| Other Charges | 70,200 | 70,200 | 0 | 0.0% |
| Capital Equipment | 32,250 | 0 | 32,250 | N/A |
| | 197,586 | 161,836 | 35,750 | 22.1% |
| Commission on Aging | | | | |
| Supplies & Materials | 173,802 | 183,383 | (9,581) | -5.2% |
| Maintenance & Services | 188,600 | 211,300 | (22,700) | -10.7% |
| Other Charges | 1,264,300 | 1,150,000 | 114,300 | 9.9% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 1,626,702 | 1,544,683 | 82,019 | 5.3% |
| Social Service Groups | | | | |
| Personnel Services | 0 | 0 | 0 | N/A |
| Other Charges | 920,768 | 730,368 | 190,400 | 26.1% |
| | 920,768 | 730,368 | 190,400 | 26.1% |
| Wor-Wic Community College | | | | |
| Other Charges | 2,530,242 | 2,530,242 | 0 | 0.0% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 2,530,242 | 2,530,242 | 0 | 0.0% |
| 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% |

ITEM 15

| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|--|---------------------|-------------------|---------------------|--------------|
| Recreation Department | | | | |
| Personnel Services | 1,106,514 | 1,033,654 | 72,860 | 7.0% |
| Supplies & Materials | 530,565 | 555,640 | (25,075) | -4.5% |
| Maintenance & Services | 210,590 | 178,528 | 32,062 | 18.0% |
| Other Charges | 45,630 | 46,685 | (1,055) | -2.3% |
| Capital Equipment | 37,500 | 27,000 | 10,500 | 38.9% |
| | 1,930,799 | 1,841,507 | 89,292 | 4.8% |
| Parks Department | | | | |
| Personnel Services | 505,292 | 498,371 | 6,921 | 1.4% |
| Supplies & Materials | 1,553,325 | 867,321 | 686,004 | 79.1% |
| Maintenance & Services | 139,815 | 175,773 | (35,958) | -20.5% |
| Other Charges | 12,600 | 11,700 | 900 | 7.7% |
| Capital Equipment | 101,000 | 66,000 | 35,000 | 53.0% |
| | 2,312,032 | 1,619,165 | 692,867 | 42.8% |
| Library | | | | |
| Personnel Services | 2,120,651 | 2,089,778 | 30,873 | 1.5% |
| Supplies & Materials | 469,810 | 456,525 | 13,285 | 2.9% |
| Maintenance & Services | 343,257 | 370,514 | (27,257) | -7.4% |
| Other Charges | 11,200 | 9,900 | 1,300 | 13.1% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 2,944,918 | 2,926,717 | 18,201 | 0.6% |
| Recreation & Culture | | | | |
| Other Charges | 139,426 | 80,000 | 59,426 | 74.3% |
| | 139,426 | 80,000 | 59,426 | 74.3% |
| Extension Service | | | | |
| Supplies & Materials | 17,014 | 17,014 | 0 | 0.0% |
| Maintenance & Services | 2,980 | 2,500 | 480 | 19.2% |
| Other Charges | 235,631 | 223,164 | 12,467 | 5.6% |
| Capital Equipment | 0 | 0 | 0 | N/A |
| | 255,625 | 242,678 | 12,947 | 5.3% |
| Natural Resources | | | | |
| Supplies & Materials | 73,935 | 73,935 | 0 | 0.0% |
| Other Charges | 552,000 | 538,554 | 13,446 | 2.5% |
| | 625,935 | 612,489 | 13,446 | 2.2% |
| Economic Development Department | | | | |
| Personnel Services | 138,682 | 138,682 | 0 | 0.0% |
| Supplies & Materials | 221,500 | 241,500 | (20,000) | -8.3% |
| Maintenance & Services | 46,750 | 42,750 | 4,000 | 9.4% |
| Other Charges | 14,783 | 19,875 | (5,092) | -25.6% |
| Capital Equipment | 30,000 | 0 | 30,000 | N/A |
| | 451,715 | 442,807 | 8,908 | 2.0% |
| Tourism Department | | | | |
| Personnel Services | 316,428 | 302,127 | 14,301 | 4.7% |
| Supplies & Materials | 236,778 | 220,026 | 16,752 | 7.6% |
| Maintenance & Services | 812,734 | 817,284 | (4,550) | -0.6% |
| Other Charges | 8,050 | 8,050 | 0 | 0.0% |
| | 1,373,990 | 1,347,487 | 26,503 | 2.0% |

ITEM 15

| | FY2024 Requested | FY2023 Amended | (\$) Difference (%) | |
|---------------------------------|-----------------------|-----------------------|---------------------|-------------|
| Taxes Shared W/Towns | | | | |
| Other Charges | 2,944,157 | 2,944,157 | 0 | 0.0% |
| | 2,944,157 | 2,944,157 | 0 | 0.0% |
| Grants to Towns | | | | |
| Supplies & Materials | 150,000 | 0 | 150,000 | N/A |
| Other Charges | 7,024,272 | 6,608,867 | 415,405 | 6.3% |
| | 7,174,272 | 6,608,867 | 565,405 | 8.6% |
| Insurance & Benefits | | | | |
| Maintenance & Services | 5,000 | 5,000 | 0 | 0.0% |
| Health, OPEB & Other | 27,999,200 | 23,962,617 | 4,036,583 | 16.8% |
| | 28,004,200 | 23,967,617 | 4,036,583 | 16.8% |
| Debt Service | | | | |
| Interfund Charges | 13,199,262 | 13,648,343 | (449,081) | -3.3% |
| Less: Alloc. Brd of Ed Debt | (10,797,206) | (12,455,856) | 1,658,650 | -13.3% |
| | 2,402,056 | 1,192,487 | 1,209,569 | 101.4% |
| TOTAL EXPENDITURES | \$ 241,756,064 | \$ 227,056,778 | \$14,699,286 | 6.5% |

Board of Education

- The Board of Education has requested \$106,026,226. School construction debt is paid by the County on behalf of the Board of Education. It is not reflected in the Board’s budget; however, it is included in the County’s operating budget. The Board’s operating and capital budget request is \$106,026,226 plus debt of \$10,797,206 which totals \$116,823,432 or 50.7% of the County’s total estimated revenue.

| | FY2024 Requested Budget | FY2023 Adopted Budget | Dollar Variance +/- FY2023 |
|---|-------------------------------|-----------------------------|----------------------------------|
| County Required Local Share* | \$101,244,522 | \$99,985,947 | +1,258,575 |
| County Appropriation requested above required | 2,848,025 | | +2,848,025 |
| County Appropriation: Technology + Capital Outlay * | 300,000 | 300,000 | +0 |
| County Appropriation: Retirement for Non-Teachers | 758,679 | 697,658 | +61,021 |
| School Construction Projects | 875,000 | 205,000 | +670,000 |
| Sub-Total County Appropriation | <u>\$106,026,226</u> | <u>\$101,188,605</u> | <u>+4,837,621</u> |
| State and Other Funding Sources | 25,939,751 | 23,079,654 | +2,860,097 |
| Total Unrestricted Budget | <u>\$131,965,977</u> | <u>\$124,268,259</u> | <u>+7,697,718</u> |
| Restricted Programs: Pocomoke Middle ** | 50,000 | 50,000 | +0 |
| Restricted: Federal and State Programs | 24,703,275 | 20,524,050 | +4,179,225 |
| Total | <u>\$156,719,252</u> | <u>\$144,842,309</u> | <u>+11,876,943</u> |

*Fiscal 2024 County Required Local Share is calculated based on state aid formula educational effort calculations.

**FY2024 and FY2023 Construction projects and restricted programs is funded through fund balance.

Board of Education Requested Salary Increase:

The Board of Education submission includes the following salary request:

- The salary package for the Board of Education reflects a payroll increase of \$4,569,864 which includes a step, longevity step for those eligible and salary scale adjustments as negotiated with a 4% COLA for Teachers and 4.5% COLA for Support Staff employees.
- The bus contracts account increase over FY23 is \$403,742 and includes an increase in the hourly rate from \$25 per hour to \$28.00 per hour, increase in per mile rate from \$1.62 per mile to \$1.76 per mile, and \$22,385 PVA.
- Starting Teacher pay would increase 4.0% from \$49,707 to \$51,695.

RESTRICTED PROGRAMS - LOCAL, STATE AND FEDERAL

Restricted funds listed below can only be spent as authorized by the administering agency (State and Federal government). The level of funding indicated for each program is an estimate. Projects may be discontinued or reduced in scope depending upon funds allocated by the funding source.

| | | |
|--|---------------------------|---------------------------|
| TOTAL ANTICIPATED RESTRICTED FUNDING | \$24,703,275 | |
| | ACTUAL | ESTIMATED |
| | FY 23 | FY 24 |
| <hr/> | | |
| <u>FEDERAL FUNDS</u> | | |
| Title I Educationally Disadvantaged | \$2,177,710 | \$2,185,126 |
| Title III Language Acquisition | 16,260 | 16,000 |
| Special Education | 2,100,000 | 2,100,000 |
| JR ROTC Program | 128,000 | 128,000 |
| Title IIA, Systems of Support for Excellent Teaching & Leading | 237,138 | 257,000 |
| Career & Technology Education | 113,608 | 81,000 |
| Adult Education | 46,098 | 73,890 |
| Title IV Student Support and Academic Enrichment | 139,940 | 139,000 |
| ESSER I | 259,700 | 0 * |
| ESSER II Grant | 3,308,100 | 318,000 * |
| ESSER III Grant | 2,314,000 | 9,184,000 * |
| Student Tutoring, Summer School, Trauma/Behavior | 371,400 | 170,000 |
| <u>STATE FUNDS</u> | | |
| Judy Hoyer Early Childcare And Education | 591,628 | 591,628 |
| Adult Education | 183,136 | 253,055 |
| Blueprint for Maryland's Future | | |
| Pre-Kindergarten | 936,033 | 885,884 |
| Concentration of Poverty | 779,493 | 1,110,118 |
| College & Career Ready (CCR) | 103,345 | 108,043 |
| Transitional Supplemental Instruction | 102,042 | 103,777 |
| National Board Certified | 14,782 | 16,983 |
| Teachers Retirement & Pension | 6,551,637 | 6,931,771 |
| <u>LOCAL FUNDS</u> | | |
| Pocomoke Middle School Grant | 50,000 | 50,000 |
| TOTAL RESTRICTED REVENUE | <hr/> \$20,524,050 | <hr/> \$24,703,275 |

*CARES/ESSER funding was awarded to assist with additional expenses related to the COVID pandemic. Round 1 expired September 30, 2022. Round 2 expires September 30, 2023 and Round 3 expires September 30, 2024.

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 |
| <hr/> | | |
| 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 | *** | *** |
| <hr/> | | |
| 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.



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

ITEM 15

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
Kim Reynolds, Budget Officer
DATE: March 27, 2023
RE: Notice of a Proposed Real Property Tax Increase (Constant Yield Advertisement)

The following draft advertisement is submitted for your consideration of a proposed Real Property Tax Increase (Constant Yield Advertisement). The State Department of Assessments and Taxation has been sent this draft to approve for the required advertisement with a tax increase that would retain the current real property tax rate, which is greater than the constant yield rate. The language for the constant yield advertisement is established by State Code (Tax-Property Article, § 6-308) and must appear in the newspapers as written. The Constant Yield Tax Rate notice gives property owners' the opportunity to be heard on the issue of real property tax rates before they are final.

The Proposed Real Property Tax Increase advertisement states the following:

- In FY2024 the real property assessable base will increase as outlined by Part 1 and Part 2 of the notice.
- Part 3 of the notice indicates the real property tax rate could be \$0.8197 to offset the increasing assessments. This is the constant yield tax rate.
- Part 4 of the notice proposes to adopt and maintain the real property tax rate of \$.8450 which is 3.1% higher than the constant yield tax rate and will generate \$4,422,354 in additional real property tax revenues.

With the proposal that the Constant Yield Advertisement reflect the current real property tax rate of \$.845 this would therefore NOT ALLOW the County to increase the rate higher than \$.845 per \$100 of assessment for real property. We are available for any questions you may have.

Attached please find copies of the following:

Page 2 Constant Yield advertisement
Page 4 2024 Constant Yield Tax Rate Certification

KR\S:\Commissioners\Budget\Kim R Budget\FY24 Budget\FY24 Constant Yield\FY24 Constant Yield Memo.docx

WORCESTER COUNTY NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

The Board of County Commissioners of Worcester County proposes to increase real property taxes.

1. For the tax year beginning July 1, 2023, the estimated real property assessable base will increase by 3.1% from \$16,990,586,016 to \$17,513,941,509.

2. If Worcester County maintains the current tax rate of \$0.845 per \$100 of assessment, real property tax revenues will increase by 3.1% resulting in \$4,422,354 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8197, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$0.845 per \$100 of assessment. This tax rate is 3.1% higher than the constant yield tax rate and will generate \$4,422,354 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:00 P.M., on Tuesday, May 2, 2023 at the Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194.

The meeting will also be streamed live on the County website at <https://worcestercountymd.swagit.com/live>.

The hearing is open to the public, and public testimony is encouraged. Speakers will be allowed to address the County

Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 1, 2023 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863.

All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting.

Persons with questions regarding this hearing may call (410) 632-1194 for further information.

DRAFT

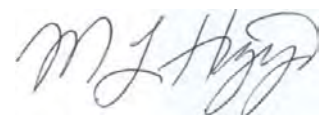
2023 Constant Yield Tax Rate Certification

Taxing authority: **Worcester County**

| | | | | |
|----|------------|---------------------------------------|----|---------------------------|
| 1 | 1-Jul-2022 | Gross assessable real property base | \$ | 17,190,985,244 |
| 2 | 1-Jul-2022 | Homestead Tax Credit | - | <u>200,399,228</u> |
| 3 | 1-Jul-2022 | Net assessable real property base | | 16,990,586,016 |
| 4 | 1-Jul-2022 | Actual local tax rate (per \$100) | x | <u>0.8450</u> |
| 5 | 1-Jul-2022 | Potential revenue | \$ | 143,570,452 |
| 6 | 1-Jul-2023 | Estimated assessable base | \$ | 18,025,296,071 |
| 7 | 1-Jan-2023 | Half year new construction | - | 70,789,980 |
| 8 | 1-Jul-2023 | Estimated full year new construction* | - | 74,520,600 |
| 9 | 1-Jul-2023 | Estimated abatements and deletions** | - | <u><u>366,043,982</u></u> |
| 10 | 1-Jul-2023 | Net assessable real property base | \$ | 17,513,941,509 |

| | | | | |
|----|------------|-----------------------------------|----|----------------|
| 11 | 1-Jul-2022 | Potential revenue | \$ | 143,570,452 |
| 12 | 1-Jul-2023 | Net assessable real property base | ÷ | 17,513,941,509 |
| 13 | 1-Jul-2023 | Constant yield tax rate | \$ | 0.8197 |

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2023, including Homestead Tax Credit.

Ad spending up for discussion

Continued from Page 2

Proctor said she wanted an explanation for the spending, and indicated that maybe it was too much, however she did not provide specific alternatives during the meeting.

The room tax ordinance, as written, dedicates 42 percent of the city's gross room revenue to promote destination marketing without deductions for salaries, office equipment, and the like. The approved expenses include advertising, marketing, promotions, sponsorships, research such as consultant fees, subscription and trade dues, conference fees, and marketing and promotion of special events.

McGean said the language, like any law, is "open to interpretations" which has created some confusion, friction and debate.

"The issue of how and what the 42 percent of the funds dedicated to marketing can be used continues to create controversy among the council and mistrust between some on the council and the staff," McGean said. "My opinion is this mistrust is not warranted or necessary. What we need is clarification."

He referenced a discussion among council members about using advertising money to fund renovations to the convention center. While the improvements, which include carpeting and artwork, could help promote the resort, McGean said it would be a reach.

In turn, council members could specifically allocate advertising money to pay for those types of expenses. However, that could be a slippery slope, as Councilman John Gehrig pointed out.

"It won't stop," he said of approving expenses in that way. "As soon as the camel's nose is under the tent ... that whole camel is coming in."

McGean used the same analogy when he introduced the policy idea, which he believes is the best way to remedy the situation.

"The solution is not to adopt more ordinances or create multiple enterprise funds," McGean said, referring to some of the ideas that were tossed around.

After some discussion, council members voted unanimously to discuss the policy at a work session later this month.

McGean said the policy would also put to bed the historical "mistrust" that he mentioned regarding the allocation of room tax funds.

Gehrig recognized that he was the "some council members" McGean was referring to, as he recently questioned an annual \$400,000 allocation for special event support staff that has come out of the advertising budget for about a decade.

"The mistrust isn't because I just don't want to trust people. As a matter of fact, I do trust people, and then when the trust is violated I ask questions," he said. "And then because I ask questions that no one wants to address, I'm the only one up here ... speaking most of the

See HOW Page 4

WORCESTER COUNTY ITEM 15 NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

The Board of County Commissioners of Worcester County proposes to increase real property taxes.

1. For the tax year beginning July 1, 2023, the estimated real property assessable base will increase by 3.1% from \$16,990,586,016 to \$17,513,941,509.

2. If Worcester County maintains the current tax rate of \$0.845 per \$100 of assessment, real property tax revenues will increase by 3.1% resulting in \$4,422,354 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8197, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$0.845 per \$100 of assessment. This tax rate is 3.1% higher than the constant yield tax rate and will generate \$4,422,354 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:00 P.M., on Tuesday, May 2, 2023 at the Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194.

The meeting will also be streamed live on the County website at <https://worcestercountymd.swagit.com/live>.

The hearing is open to the public, and public testimony is encouraged. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 1, 2023 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863.

All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting.

Persons with questions regarding this hearing may call (410) 632-1194 for further information.