

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>
Meeting Attendees are required to wear face coverings and practice social distancing.

April 6, 2021

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding the hiring of Temporary Part-Time Roads Workers, a Roads Worker III, and a Landfill Operator II in Public Works, Emergency Communications Specialist Trainees in Emergency Services, a Budget Officer in Administration, and certain personnel matters; receiving legal advice from Counsel; 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 of March 16, 2021 Meeting and March 23, 2021 Budget Work Session
- 10:05 - Commendation for Public Works Director John Tustin, Proclamations on Fair Housing Month, Public Health Week, National Child Abuse Prevention Month, and National Public Safety Telecommunicators Week 1
- 10:10 - Chief Administrative Officer: Consent Agenda
(Housing Rehab Bid, Housing Lead Remediation Bid, OP Pump Station CO#2, Metal and Plastic Pipe Bid, Parking Lot and Storage Area Grading/Paving Bid, 911 Board Project approval) 2-7
- 10:20 - Chief Administrative Officer: Administrative Matters
(911 Board Project Grant, DHCD Emergency Rental Assistance Grant, Upcoming Board Appointments, Lions Club Field Lease, Royal Plus Warehouse Rental Agreement, Proposed Real Property Tax Notice, FY22 Operating Budget Public Hearing Notice, Bay Club Golf Course State Request for Release of Easements, Shared Facility Agreement for Lighthouse Business Park, Public Hearing Request for Expansion of OP Sanitary Service Area) 8-16, 18
- 10:30 - Public Hearing on an Amendment to the Water and Sewerage Plan 17
- 10:45 -
- 10:50 -
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 8-16, 18

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.
Please be thoughtful and considerate of others.
Turn off your cell phones & pagers during the meeting!

Minutes of the County Commissioners of Worcester County, Maryland

March 16, 2021

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Elder, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting 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 Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Sheriff Matthew Crisafulli. Topics discussed and actions taken included the following: promoting Douglas Spraker from Transfer Station Attendant to Scale Operator within the Solid Waste Division, and hiring Martel Hairston as a Roads Worker II within the Roads Division and William Tyler as a Grounds Utility Mechanic within the Maintenance Division of Public Works; hiring Jacqueline Trieu as the Workforce Engagement Specialist in Tourism and Economic Development, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including reviewing a CareFirst call chart, and discussing the need to remove debris and silt from the Pocomoke River.

Following a motion by Commissioner Church, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 9:59 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Gary McCabe of Oak Ridge Baptist Church in Berlin and pledge of allegiance, announced the topics discussed during their March 2, 2021 afternoon closed session and their March 16 morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their March 2, 2020 meeting as presented.

The Commissioners presented a proclamation to Worcester Commission on Aging (COA) Executive Director John Dorrough and other COA staff recognizing March as the 19th annual March for Meals Month, which highlights the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raises awareness about the escalating problems regarding senior hunger and isolation.

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Upon a motion by Commissioner Purnell, the Commissioners unanimously approved as a consent agenda the agenda item numbers 2-4 as follows: approving Emergency Number Systems Board (ENSB) Projects No. 21-160 of \$96,514.36 for maintenance costs owed to Carousel Industries pertaining to 911 services and No. 21-183 of \$374.75 for five in-ear headsets to meet medical necessities, with both projects to be funded by the ENSB at no cost to the County; and approving a letter of County support for a Maryland Heritage Authority grant to restore the historic All Hallows Episcopal Church in Snow Hill.

The Commissioners reviewed a letter from Superintendent of Schools Louis H. Taylor regarding the draft Board of Education (BOE) Maintenance of Effort (MOE) calculation for FY22, which would require an increase of \$1,014,455 in County funding, which at this level would not allow the BOE to meet budgetary requests included in the proposed FY22 BOE operating budget. Chief Administrative Officer Harold Higgins advised that the escalator clause will remain in effect for the next two fiscal years, and the State is considering legislation that could affect the draft MOE calculation.

The Commissioners reviewed a letter from Mr. Taylor advising that the requested FY22 BOE operating budget does not include any non-recurring items. The Commissioners accepted the letter regarding nonrecurring costs.

Dr. Ray Hoy, President of Wor-Wic Community College (WWCC), provided a PowerPoint on the FY22 WWCC budget presentation entitled “WWCC – Helping to Grow a Healthy Lower Shore Economy,” which includes but is not limited to the following: Mission; Comprehensive Community College providing career training, transfer curricula, and workforce development; Master Plan for the future growth of the institution, which includes project plans for the Applied Technology Building, which will expand coursework in transportation, industrial trades, including heating, ventilation, and air conditioning (HVAC), electrical, plumbing, and welding, and including an emphasis on applied and emerging technologies, such as industrial technology, supply chain manufacturing, alternative energy, and programmable logic controller (PLC) technology, with apprenticeship programs, and additional room to grow and add new programs; COVID-19 Response; and the proposed FY22 operating budget of \$29,003,061, which represents a 0.59% increase or \$169,798 increase which is based on a reduction of \$157,304 in State funding, and an increase in local funding of \$400,000, and other revenue, as well as a tuition reduction of \$75,034 based on projected enrollment difficulties due to COVID-19. Dr. Hoy advised that, while this represents an increase of \$112,120 over the County’s FY21 contribution, it actually reflects a zero percent increase in County funding, based on the additional funding granted by the Commissioners during the last fiscal year.

Following some discussion, the Commissioners thanked Dr. Hoy for meeting with them.

The Commissioners conducted a second public hearing to assess the progress of a \$64,265 Community Development Block Grant (CDBG) Round 1 COVID-19 grant. Senior Budget Accountant Kim Reynolds advised that the grant was awarded to the County and sub-awarded to Diakonia, Inc. (\$32,865) for staff costs and COVID testing supplies for homeless persons due to increased need caused by the pandemic, and to the Worcester County Developmental Center (\$31,400) to provide virtual day programs and services to

developmentally disabled adults who are isolated due to the COVID-19 crisis. She advised that so far Diakonia has used \$630 in funding for testing supplies and \$24,960 on staff expenses due to the impact of the pandemic, while the WCDC has used \$24,900 to purchase 100 Chromebooks.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Purnell, the Commissioners unanimously acknowledged the use of funding progress and continued spending down of the grant award.

Upon the written request of Worcester Commission on Aging (WorCOA) Executive Director John Durrough and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to schedule a public hearing on May 4, 2021 to receive public comment on the Maryland Transit Administration (MTA) Annual Transportation Program (ATP) Statewide Special Transportation Assistance Program (SSTAP) application for Worcester County.

The Commissioners reviewed and discussed various board appointments.

Upon a motion by Commissioner Purnell, the Commissioners unanimously agreed to submit the name of Bob Mitchell to the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays for their consideration and appointment to fill the vacant Worcester County seat on this board.

The Commissioners met with Human Resources Director Stacey Norton to review the medical and prescription plan design recommendations for FY22 from the Health Benefits Review Committee in conjunction with PSA Financials, the County's benefits consultant. Ms. Norton advised that these recommendations would result in a 0.3% decrease for a savings of \$104,016 as follows: continue dental coverage through CareFirst for a 3% reduction or \$34,537 annual savings; continue with VSP for year two of a four-year rate guarantee; continue with Guardian for life and disability for year two of a four-year rate guarantee; continue with CareFirst for medical/pharmacy for active members and retirees under 65, with an increased call margin from 5-8% to save roughly \$861,000, and move retirees over 65 on Medicare to the CareFirst Medicare Advantage PPO Plan 1 on January 1, 2022, with Retiree First managing the retiree experience, which will result in a one-time decrease of approximately \$133 million to the Other Post Employment Benefits (OPEB) Trust. Ms. Norton stated that the final recommendation is to use a portion of the FY20 Stop Loss Savings with CareFirst of \$2,557,358 to buy down the medical/pharmacy premium rates for active employees and retirees under 65 for \$1,119,871, so their FY22 premium rates will be the same as the FY21 premium rates and split the remaining savings of \$1,437,487 evenly within the OPEB Trust for the County and the Board of Education (BOE). Ms. Norton then advised that, if the County makes no changes, the cost of the County and BOE medical, dental, and pharmacy plan will increase by 7.33% or \$2,461,784, for a total estimated cost of \$35,374,933.

In response to a question by Commissioner Bunting, Ms. Nordstrom advised that Recommendation 4(a) "Comply with all Maryland State mandates" refers to in-vitro fertilization, specialty drugs cap, and gender dysphoria. She stated that the State requires the County to comply with all three mandates. Commissioner Mitrecic thanked Ms. Norton for her efforts to keep costs down, particularly moving forward with making the OPEB liability more manageable.

Following her presentation and upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the FY22 proposed benefit recommendations as presented.

The Commissioners met with Ocean City Mayor Rick Meehan, City Manager Doug Miller, Fire Chief Rich Bowers, Police Chief Ross Buzzuro, and Fire Marshal Josh Bunting to discuss Ocean City's FY22 grant requests from the County. Mayor Meehan thanked the Commissioners for their FY21 support, noting that it has been a difficult year for everyone due to the COVID-19 pandemic. He stated that Ocean City revenues were down by approximately \$6 million due to the cancellation of all conventions and numerous activities based on the state of emergency, while property tax revenues for the County increased by approximately \$2.5 million, and transfer taxes generated from real estate sales in Ocean City and all of the County also increased. He then requested the following grants: a 2.5% increase in Undesignated Grants to offset the cost of services that Ocean City provides in lieu of the County providing these services; grants for Recreation, the Convention Bureau, Ocean City Development Corporation for downtown redevelopment, and the Park and Ride continue to be funded at FY21 levels; a \$100,000 increase in the Tourism Marketing Grant to increase advertising and invite people back to the area, as room taxes fell by \$1 million as a direct result of a decline in visitors due to the pandemic.

Mayor Meehan thanked the Commissioners for working with the town to develop a formula to fully fund and reimburse the town for providing emergency medical services to the West Ocean City (WOC) area, and he requested a grant of \$315,674 to fully offset the cost of these services (the original grant request of \$423,387 was reduced to reflect a reduction in costs for services in FY21 due to the pandemic). He also thanked the Commissioners for agreeing to work with the County fire departments to identify a revenue source to fund this service in the unincorporated areas of the County. He then requested a grant of \$154,000 to help offset the \$200,000 cost to purchase a new robot for the Bomb Squad, noting that this equipment is used by all County law enforcement agencies; \$13,180 to purchase a second Avigilon Mobile Camera and Mast to increase police surveillance to properly deploy personnel to potentially problematic locations; and a Police Grant of \$250,000 to offset the \$1,085,281 annual cost to hire 10 additional full-time officers, which has been identified as a critical need to address law enforcement challenges in the town and County and assure the continued success of the town's tourism industry. He commended Health Department officials for their work and for their continued partnership with local officials in the town and Countywide to address the pandemic, and he thanked the Commissioners for aggressively looking for a site to purchase to build a sports complex to host major tournaments and sports events that can be a catalyst for future economic success. Commissioner Mitrecic thanked Mayor Meehan and his staff for meeting with them and advised that his requests will be considered at budget time.

Pursuant to the request of Mr. Higgins and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a budget work session on March 23, 2021 and approved the budget adoption schedule for the FY22 Enterprise Fund Operating Budgets.

The Commissioners met with Mr. Higgins and Budget Officer Kathy Whited to review the Worcester County Departmental Operating Budget Requests for FY22. Mr. Higgins provided

a summary of the requested operating budget, and stressed that this is only the requested budget. He stated that the estimated general fund revenues based on current tax rates are estimated to be \$210,591,207, which is an increase of \$6,270,576 or 3% more than the current year. He stated that the requested general fund operating expenditures total \$218,604,720, which leaves a shortfall of \$8,013,513 that must be reconciled by either reductions in expenditures, additional revenues, or a combination of the two. Mr. Higgins advised that the requested budget includes a breakdown by department of revenues, changes, and requests.

Net property tax revenues increased by \$3,144,763 based on the current property tax rate of \$0.845 per \$100 of the real property assessment. Income Tax revenues are estimated to increase by \$3.5 million, based on the tax rate of 2.25%, which became effective January 1, 2020. Other Local Taxes increased by \$3,380,000 (\$2 million for Recordation Taxes and \$1.5 million for Transfer Taxes based on actual trends and market conditions), and Interest on Investments decreased by \$650,000 due to current rates of return. State Grants decreased by \$1,121,994, including an increase of \$450,000 for Program Open Space (POS) for recreation, while decreases include \$670,000 in POS for parks and \$980,733 in State aid for bridges only.

The public hearing on the requested budget is scheduled for Tuesday, May 4, 2021, at 7:00 p.m. at the Worcester County Government Center, and the upcoming budget work sessions have been scheduled for March 23, April 13, and May 11, 18, and 25 if needed. These work sessions are open to the public.

The Commissioners met with Environmental Programs Director Bob Mitchell to schedule a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Wave Holdings, LLC on behalf of the owner, Margaret Bunting, to expand the sewer planning area for the Ocean Pines Sanitary Service Area (SSA) to include an entire 11.5-acre property located on the east side of MD Rt. 589, north of the intersection with Gum Point Road and more specifically identified on Tax Map 21 as Parcel 72, and to reclassify the sewer and water planning areas from S-6/W-6 (no planned service) to S-1/W-1 (present to two years) to serve the proposed 78,800 square-foot commercial development, which will consist of a restaurant, car wash, office, retail, and contractors' shops. Mr. Mitchell advised that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Development Plan and granted the application a favorable recommendation.

Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a joint public hearing on April 6, 2021 to receive public comment on the proposed amendment to the Worcester County Water and Sewerage Plan and expansion of the Ocean Pines SSA.

The Commissioners met with Development Review and Permitting Director Ed Tudor to discuss recommendations regarding the 2021 renewal of alcoholic beverage licenses in light of Executive Order No. 21-03-09-03 issued by Governor Larry Hogan on June 19, 2020, which extends the expiration date of all licenses issued by political subdivisions in the State until 30 days after the current state of emergency ends. Mr. Tudor stated that County staff met with Board of License Commissioners Chair William Esham, Jr. and Board Attorney Thomas K. Coats who determined it would be appropriate to take the following actions: establish a modified license renewal process to facilitate the submission of any outstanding 2020-2021 license applications and the submission of the new 2021-2022 license applications, extend the expiration

date for the current year's licenses to June 1, 2021, which will allow licensed establishments four months instead of the typical one month to complete their submission packages, with an application or associated documentation to be submitted no more than 30 days after the June 1, 2021 deadline, and make late applications subject to the standard \$50 per day late fee for the month of June. Mr. Tudor stated that applicants will have the option to schedule a meeting in advance with staff to review the submission in a socially-distanced setting with masks, or they may mail or drop off their renewal packages in the designated box in the lobby of the Government Center in Snow Hill.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 21-4, a joint resolution to exclude alcoholic beverage licenses from Executive Order No. 21-03-09-03 as proposed.

The Commissioners met with Public Works Director John Tustin to review the results of a speed study on Ames Road, which was conducted from February 24 – March 2, 2021 at the request of area resident Geri Arillo to address safety concerns relating to speeding vehicles. Mr. Tustin reviewed the results and noted that 26 vehicles or 1.6% of drivers traveled 51 miles per hour (mph) or greater, and 1,670 or 98.4% of drivers traveled 50 mph or less, while the average speed on this currently unposted road was 32 mph during the speed study. Therefore, Mr. Tustin recommended that Ames Road be posted at 30 mph.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to establish the 30 mph speed limit on Ames Road and to post speed limit signs.

In a related matter and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to establish a speed limit of 30 mph on Shell Mill Road and to post speed limit signs to address safety concerns. They further agreed to request that the Sheriff's Office enforce the new speed limit of 30 miles per hour on both Ames Road and Shell Mill Road.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted a proposal in the amount of \$16,500 from Davis, Bowen & Friedel, Inc. for professional services for the Courthouse low-slope roof replacement project. Mr. Tustin advised that \$425,000 is available within the FY21 budget to fund this project.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications to replace the roof shingles at the Ocean City Branch Library, as a significant number of synthetic roof shingles were lost during a storm on August 4, 2020. Mr. Tustin advised that a claims advisor from Local Government Insurance Trust (LGIT) will evaluate the bids and provide a recommendation regarding project reimbursement to the County.

Pursuant to the request of Public Works Deputy Director John Ross and upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the proposal of \$66,620 from Kershner Environmental Technologies to provide properly sized mixers for the Ocean Pines Wastewater Treatment Unit No. 3. Mr. Ross advised that funding for this purchase is available within the 2019 bond issue.

The Commissioners met with Public Information Officer Kim Moses to discuss the

outcome of the 2020 Keep Worcester Clean (KWC) campaign, which included an educational component and an enforcement component. Ms. Moses stated that while the campaign was worthwhile and well-received by the public, a comparison of illegal dumping activities indicates that there was a substantial increase in illegal dumping during the billboard and commercial campaigns, with only a minimal overall decrease of 0.35-ton in illegal dumping rates from 2019 to 2020. She advised that, if the Commissioners would like to move forward with future KWC education and enforcement campaigns, staff strongly urges doing so in conjunction with the approved program to place surveillance cameras at the unmanned recycling drop-off locations in Bishopville, Whaleyville, and the WalMart in Berlin and posting video surveillance signs at these sites.

Commissioner Elder stated that he previously suggested cameras be installed at the HOCCs, but staff had told him the system would be too expensive. He stated that the cameras would likely be more effective than the steps taken during the last year.

Upon a motion by Commissioner Elder, the Commissioners unanimously directed staff to develop a proposal to install cameras at the HOCCs located in Bishopville, Whaleyville, and the WalMart in Berlin.

Pursuant to the recommendation of Recreation, Parks, Tourism, and Economic Development Director Tom Perlozzo and upon a motion by Commissioner Elder, the Commissioners unanimously approved a boundary amendment to allow the West Ocean City commercial fishing harbor on Sunset Avenue to be included within the boundaries of the Beach to Bay Heritage Area. In response to a question by Commissioner Bertino, Mr. Perlozzo stated that this action provides the County with an opportunity to seek grant funding from the Beach to Bay Heritage Area to host Harbor Day at the Docks, an annual event that celebrates the County's fishing heritage.

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Elder, the Commissioners unanimously voted to meet in closed session at 11:30 a.m. in the Commissioners' Meeting 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 Harold L. Higgins, Assistant Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Finance Officer Phil Thompson, Fire Marshal Jeff McMahon, Recreation, Parks, Tourism, and Economic Development Director Tom Perlozzo, Development, Review and Permitting Director Ed Tudor, Information Technology Director Brian Jones, Environmental Programs Director Bob Mitchell, and Emergency Services Director Billy Birch. Topics discussed and actions taken included employee evaluations.

Following their closed session, the Commissioners adjourned to meet again on April 6, 2021.

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Minutes of the County Commissioners of Worcester County, Maryland

March 23, 2021

Budget Work Session

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

The Commissioners met at 9:00 a.m. with Chief Administrative Officer Harold Higgins, Budget Officer Kathy Whited, and Finance Officer Phil Thompson to conduct a work session to continue their review of the FY22 operating budget requests for Worcester County departments and agencies, as presented to the Commissioners during their March 16, 2021 meeting. The requested FY22 Operating Budget currently reflects estimated revenues of \$210,591,207, and requested general fund operating expenditures of \$218,604,720, which leaves a shortfall of \$8,013,513 that must be reconciled by either reductions in expenditures, additional revenues, or a combination of the two.

Commissioner Bunting was absent from the budget work session.

The Commissioners met with Circuit Court Judge Brian D. Shockley, Judge Beau Oglesby, and Court Administrator Michael Howard to review and discuss the proposed FY22 Operating Budget of \$1,345,533 for the Circuit Court, representing an increase of \$19,430 or 1.5%.

The Commissioners met with Emergency Services Director Billy Birch to review and discuss the proposed FY22 Emergency Services Operating Budget of \$3,809,561, representing an increase of \$1,062,824 or 38.7%, primarily for one-time costs for the P-25 radio interference mitigation project, salary increases, and five new positions.

The Commissioners met with Board of Elections Director Pattie Jackson to review and discuss the proposed FY22 Operating Budget of \$1,267,156 for the Board of Elections, representing an increase of \$212,623 or 20.2%, primarily for salary increases and costs for supplies and materials based on an increased in mail-in ballot voting.

The Commissioners met with Human Resources Director Stacey Norton to review and discuss the proposed FY22 Human Resources Operating Budget of \$488,316, representing an increase of \$29,597 or 6.5%.

The Commissioners met with Information Technology Director Brian Jones to review and discuss the proposed FY22 Information Technology Budget of \$557,847, representing an

increase of \$12,086 or 2.2%; and Other General Government – IT budget of \$905,602, representing an increase of \$281,411 or 45.1% for various Information Technology supplies, equipment, maintenance, and services used throughout County government.

The Commissioners met with Finance Officer Phil Thompson and Assistant Finance Officer Jessica Wilson to review and discuss the proposed FY22 Treasurer's Office Budget of \$1,237,130, representing an increase of \$47,381 or 4.0%; Other General Government – MIS (Document Imaging) of \$169,190, representing an increase of \$20,135 or 13.5%, due to software licensing; and Debt Service of \$13,687,931, representing a decrease of \$247,738 or -1.8% due primarily to the payoff of a 2004 water quality Maryland Department of the Environment (MDE) loan for Pocomoke and Snow Hill Landfill Closures, and upgrades to the Ocean Pines and Newark wastewater treatment plants.

The Commissioners recessed until 10:30 a.m.

The Commissioners met with Sheriff Matt Crisafulli and Chief Deputy Doug Dods and other members of the Sheriff's Office staff to review and discuss the proposed FY22 Sheriff's Office Operating Budget of \$9,741,098, representing an increase of \$2,243,241 or 29.9%, primarily for 18 replacement vehicles, three new vehicles, one new armored rescue vehicle, one new supervisor, three additional Road Deputies, and convert four School Resource Officers and three Civil Division Deputies from part-time to full-time.

The Commissioners met with Public Works Director John Tustin to review and discuss the proposed FY22 Public Works Administration/Fleet Maintenance Operating Budget of \$564,056, representing an increase of \$28,750 or 5.4%.

Roads Superintendent Frank Adkins reviewed the requested FY22 Operating Budget of \$4,024,926 for the Roads Division of Public Works, representing an increase of \$459,074 or 13.9%, primarily due to paving requests.

Maintenance Superintendent Ken Whited reviewed the proposed FY22 Operating Budget of \$1,397,168 for the Maintenance Division of Public Works, representing an increase of \$292,295 or 26.5%, due primarily to salary adjustments, the addition of a plumber, and requested four vehicles; and the Mosquito Control budget of \$225,083, representing an increase of \$31,476 or 16.3% to replace the foreman's vehicle.

The Commissioners recessed until 12:30 p.m.

Enterprise Fund Controller Michelle Carmean reviewed the proposed FY22 Enterprise Fund Operating Budget of \$3,432,520 for the Solid Waste Division of Public Works, representing an increase of \$145,522 or 4.4%. Ms. Carmean then reviewed the proposed FY22 General Fund Operating Budgets of \$805,980 for the Homeowner Convenience Centers, representing an increase of \$118,981 or 17.3%, due primarily to personnel increases and capital outlay requests; and \$863,987 for Recycling, representing an increase of \$17,811 or 2.1%.

Public Works Deputy Director John Ross and Ms. Carmean reviewed the proposed FY22 Enterprise Fund Operating Budget of \$13,068,961 for the Water and Wastewater Division of Public Works, representing an increase of \$159,724, with no rate changes.

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The Commissioners met with State's Attorney Kris Heiser to review and discuss the proposed FY22 State's Attorney's Office Operating Budget of \$1,707,745, representing an increase of \$175,888 or 11.5%, due primarily to the request to hire one additional prosecutor and one additional investigator (which would be shared with the Board of License Commissioners) and one new vehicle.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 5-1, with Commissioner Bertino voting in opposition, to approve the transfer of FY21 County grant funds of \$10,000 from the Delmarva Discovery Museum (DDM) to the Sturgis One-Room Schoolhouse, as the DDM, which was originally slated to take over schoolhouse operations, will not be doing so as the schoolhouse formed its own board to oversee operations.

The Commissioners answered questions from the press, after which they adjourned at 1:11 p.m. to meet again on April 6, 2020.



COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

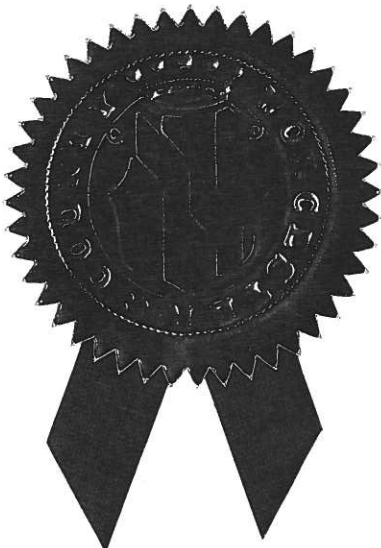
COMMENDATION

WHEREAS, Public Works Director John Tustin has contributed 36 years of dedicated service to Worcester County Government, where he began his career as the County Engineer on September 16, 1985 and was promoted to Director of Public Works in February 1994; and

WHEREAS, throughout his career, Mr. Tustin spearheaded infrastructure projects that helped shape the County, including Central Landfill land acquisition, design and site development; the cap and closure of three old landfill sites in Pocomoke, Snow Hill, and Berlin; pump station upgrades in Ocean Pines; wastewater treatment plant expansions; and upgrades and improvements to County boat ramps. He was involved in design and construction of the 1988 County Jail expansion, the construction of Healthway Drive, the Health Department office in Berlin, and the Ocean Pines Library.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **John Tustin** for his lasting contributions to the community, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of April, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



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OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
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COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

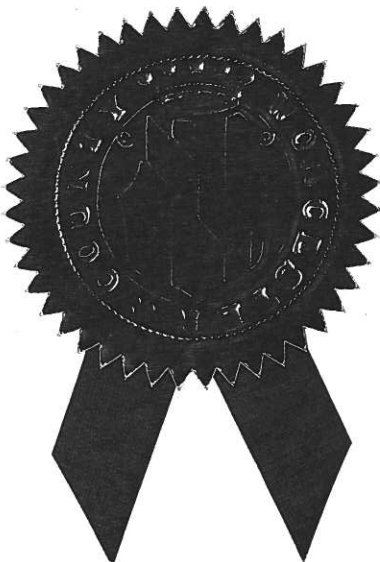
WHEREAS, each April we celebrate the passage of the Fair Housing Act of 1968 and recommit ourselves to eliminating housing discrimination and affirming equal housing opportunities for all; and

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

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

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

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of April, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



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DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE
COUNTY ATTORNEY

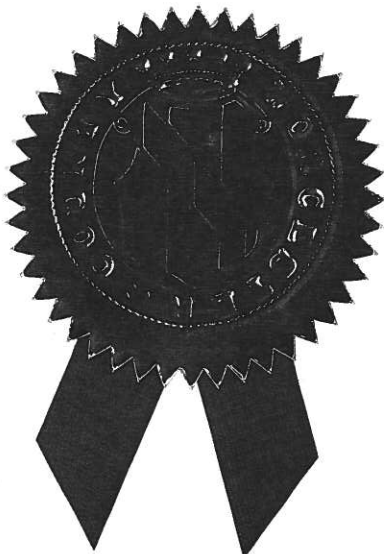
PROCLAMATION

WHEREAS, the Worcester County Health Department (WCHD) is participating in National Public Health Week 2021. The goal is to create the healthiest nation in one generation and to champion the role of a strong public health system, and

WHEREAS, in recognition of Public Health Week, the WCHD will host the 12th annual Public Health Week Virtual Conference, *Building Bridges to Better Health & Wellness*, on April 7 and will host the Spring Into Wellness Walk and Scavenger Hunt at Byrd Park in Snow Hill, Cypress Park in Pocomoke, and Stephen Decatur Park in Berlin from April 10-11.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim the week of April 5 - 11, 2021 as **Public Health Week** and commend all public health workers, students and volunteers for their dedication to meeting the health needs of area residents.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of April, in the Year of Our Lord Two Thousand and Twenty-One.



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PROCLAMATION

WHEREAS, April is National Child Abuse Prevention Month, a time to recognize that children are our most valuable resources, to raise awareness about the long-lasting psychological, emotional, and physical effects of child abuse and neglect on the victims, to arm residents with the tools they need to prevent abuse from occurring, and to stop abuse where it already exists; and

WHEREAS, all in the community - including police, teachers, private citizens, churches, civic organizations, and friends - are uniquely able to offer help and hope for abused children and their families. We must work together to support and promote programs and activities that create strong, thriving children and families and reduce or eliminate the instances of child abuse and neglect.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim April as **National Child Abuse Prevention Month** and encourage residents to remain aware and involved, so that abuse and neglect can be detected early or prevented from occurring entirely.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of April, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

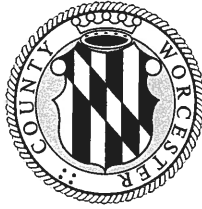
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SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, emergencies can occur anytime that require police, fire, or emergency medical services; and when emergencies occur, Emergency Communications Specialists are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Worcester County Emergency Communications Specialists contribute substantially to the apprehension of criminals, suppression of fires, and treatment of patients, and we rely heavily on them to obtain and disseminate accurate information from callers to the responding public safety agencies to protect lives and properties.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim April 11 - 17, 2021 to be **National Public Safety Telecommunicators Week** in Worcester County, and we honor the Emergency Communications Specialists whose diligence and professionalism keep our citizens safe.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of April, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

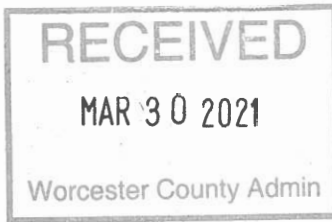
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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum 

Date: 3/30/2021

Re: Housing Rehabilitation Program Septic System Bid Package

Attached please find a bid package for the installation of a replacement septic system in the Stockton area. This project is proposed to be funded by the County's current CDBG housing rehabilitation grant, MD-20-CD-22. Please review and approve to be placed out for the County's competitive bidding [process].

**NOTICE TO SEPTIC SYSTEM INSTALLERS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland**

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

The project is proposed to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, May 17, 2021** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked **"Housing Rehabilitation Bid – May 17, 2021"** in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the pre-bid meeting and bid specifications shall be directed to the Environmental Programs Inspector, Ed Lawson, at 410-632-1220. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, May 17, 2021 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Environmental Programs Inspector, Ed Lawson, at 410-632-1220. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – May 17, 2021". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for these projects must be an experienced septic system installer as well as possess active liability insurance (\$100,000/\$300,000 for personal injury and \$50,000/\$100,000 for property damage).

Completion of job: Contractors are expected to commence work within ten (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (60) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

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

Bid Submission Checklist

- ☐ Contractor Qualification Form
- ☐ Proof of Liability Insurance and Worker's Compensation
- ☐ Contractor Conflict of Interest Disclosure Form
- ☐ Section 3 Compliance Bid Form * If you are not a Section 3 employer and expect no new hires for this project, check 3rd option and enter "0" new employees
- ☐ Section 3 Business Certification * If you are not a Section 3 employer check bottom option "unable to certify"
- ☐ Bid Form- on your company letterhead using Worcester format
- ☐ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☐ Attended Pre-Bid Meeting X Required Not Required
- ☐ Signed Bid Submission Checklist

 Signature

 Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

_____	_____
MHIC Number	Exp. Date

_____	_____
MBR Number	Exp. Date

_____	_____
MDE Lead Cert.	Exp. Date

_____	_____
EPA Lead Cert.	Exp. Date

Trade References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Client References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No

Is contractor on HUD's debarred list? _____ Yes _____ No

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

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

Conflict of Interest Disclosure
Contractor*

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of Worcester County ? ☐ Yes ☐ No
If yes, please identify: _____
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of Worcester County ?
☐ Yes ☐ No If yes, please identify: _____
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
If yes, please identify: _____

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

Signed: _____ Date: _____

Name: _____ (Print)

Signed: _____ Date: _____

Name: _____ (Print)

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

9/2017

For Grantee Use Only:

CDBG Grant Number:	Date Received:
<input type="checkbox"/> Conflict of Interest does not exist <input type="checkbox"/> Conflict of Interest exists	
Date Sent to State:	<input type="checkbox"/> Waiver Granted <input type="checkbox"/> Waiver Denied

MARYLAND CDBG PROGRAM I PROCUREMENT

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __ Partnership __ Sole Proprietorship __ Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

MARYLAND CDBG PROGRAM | FHEO

SECTION 3 BUSINESS CERTIFICATION

Business Name: _____

Project Name: _____

I certify that the firm of _____ (business name) qualifies as a Section 3 Business, and that it meets one of the following definitions of a Section 3 Business:

- _____ 1. 51% or more of the ownership of this company is owned by one or more persons who qualify as a Section 3 Person.
- _____ 2. Currently, at least 30% of the permanent, full time employees are currently Section 3 Persons or, within three years of the date of first employment, were Section 3 Persons.

I understand that if I am awarded this contract, I will be required to provide documentation as evidence to support my self-certification that this business qualifies as a Section 3 Business. The documentation will include, but is not limited to, source documentation related to total household income, acceptable income certification from a housing authority or government housing agency, and copies of Section 3 Self-Certification forms for each employee.

Signature of Chief Executive Officer

Date

_____ We currently are unable to register as a Section 3 Business. I have received a list of Section 3 certified subcontractors from Worcester County for my consideration when hiring subs.

Contractor

Date

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

PROPERTY OF: **Stroy Parks**
 ADDRESS: **10237 Henry Road**
Berlin, MD 21811
 TELEPHONE: **443-669-5392**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
 NO QUOTATIONS AFTER: 05/17/21

PART ONE: GENERAL CONDITIONS

PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

ITEM 2

- 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
- 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

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

BID FORM

***must be signed to be valid**

**Property of Stroy Parks
10237 Henry Road
Berlin, MD 21811**

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

Total Quote : \$ _____
Date Available to Start: _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

Stroy Parks
10237 Henry Road
Stockton, MD 21864
TM 32 Parcel 314

3/18/21

Septic Scope of Work

- Site visit is required. Any prospective bidder needs contact Eddie Lawson of Environmental Programs at 410-632-1220 to review prior to submitting bid.
- 500 square foot stone seepage bed.
- Installation depth of 18 to 24 inches. Sand lined to 36" with approved sand.
- Installation is on top and will probably go in old drainfield. Any contaminated material will need to be incorporated in the cover or disposed of properly.
- Minimum 1,000 gallon septic tank is required. Installer to determine if a lift station and pump are needed. Include electrical hook up in bid needed.
- Old tank to be pumped crushed and filled. A pump out prior to installation to allow the existing system a little time to dry may be helpful with installation.
- Final stabilization of seeding and straw is required.
- Site to be cleaned up and stockpile areas graded.
- County Environmental Programs will need to give final approval before heavy equipment is pulled from the jobsite.
- The permit fee of \$325 must be included in quote

Date of site visit: _____

Project Total= _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

License # Expiration Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,
MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

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

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns.

Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
 - One or more occupants of the dwelling is age 62 or older.
 - One or more occupants of the dwelling is handicapped.
 - Condition of the dwelling is a threat to the health and/or safety of the occupants.
 - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of

the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.

3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
 - Tier I- \$0 to \$12,500 grant requires a five (5) year lien
 - Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien
 - Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment
Sale in the fifteenth year	7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:
 - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
 - Roof, wall, floor and ceiling repairs
 - Replacement of appliances such as range, hot water heater, water pump.
 - Replacements of fixtures such as heating, electrical, plumbing
 - Energy conservation/weatherization improvements
 - Alterations necessary to make the dwelling more accessible for handicapped persons
 - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.
3. The following activities are generally ineligible for rehabilitation assistance:
 - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
 - Remodeling or cosmetic improvements
 - Renovation of dilapidated outbuildings
 - Appliances not required by code standards
 - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

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

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

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

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

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
 - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
 - b. Name of the company bank
 - c. The names of the usual subcontractors
 - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
 - e. A list of all principal officers of the company
 - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.
5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and

that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.

WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:
 - A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
 - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
 - Comply with all County inspection requirements
 - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The

Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

Federal Labor Standards Provisions

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

Previous editions are obsolete form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

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

A. 1. (i) Minimum Wages.

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets

for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records.

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

B. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

****SEPTIC (* Certified Sand Mound Installers)**

Atlantic Pumping
P.O. Box 395
Bishopville, MD 21813
Fax: 302-436-5049
410-641-1617
410-352-3951
atlanticpumping@verizon.net

Beauchamp Brothers *
Barry & John Beauchamp
28347 Old Eden Road
Eden, MD 21822
410-548-3223
Sbeauchamp200@gmail.com

James Briddell *
P.O. Box 339
Princess Anne, MD 21853
410-651-1588
kabridell@yahoo.com

Doug Clark *
10703 Piney Island Drive
Bishopville, MD 21813
410-352-9790
443-497-0000 (Cell)

Jones Site Work *
Chris Jones
23292 Haines Point Rd.
Deal Island, MD 21821
443-783-0121
trx250@comcast.net

Jimmy Landon, Jr. Excavating
P.O. Box 715
Pocomoke City, MD 21851
410-430-0480
jimmylandonexcavating@yahoo.com

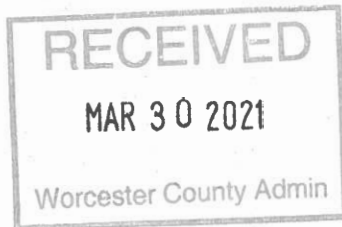
INSTALLERS

Landon's Septic Service
12615 Sheppard Crossing Road
Whaleyville, MD 21872
410-957-0379
2kuzlandonsepticsservices@gmail.com

Lewis Construction Company
P.O. Box 662
Willards, MD 21874
410-546-2199
lynne@asapservices.com

Doug Vann
P.O. Box 125
Princess Anne, MD 21853
410-651-5811
443-735-1125

Kenneth Walsh *
Multi-Coastal
P.O. Box 276
Ocean View, DE 19970
302-436-8822
mks1@aol.com



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum *JEB*

Date: 3/30/2021

Re: Housing Rehabilitation Program General Rehabilitation and Lead Remediation Bid
Package

Attached please find a bid package for a general rehabilitation and lead remediation project in the Pocomoke City area. This project is proposed to be funded by a combination of the County's current CDBG housing rehabilitation grant, MD-20-CD-22, and the State Special Loans Program. Please review and approve to be placed out for the County's competitive bidding process.

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

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

The project is proposed to be funded by the Community Development Block Grant (CDBG) Program and State Special Loans Program is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, May 17, 2021** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – May 17, 2021**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the pre-bid meeting and bid specifications shall be directed to the Program Inspector, Dave Walter, at 410-213-2021. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**GENERAL SPECIFICATIONS**

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, May 17, 2021 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – May 17, 2021". Each bid must be signed and dated.

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

Completion of job: Contractors are expected to commence work within ten (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (60) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

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

Bid Submission Checklist

- ☐ Contractor Qualification Form
- ☐ Proof of Liability Insurance and Worker's Compensation
- ☐ Copies of MDE and EPA RRP lead contractor licenses
- ☐ Contractor Conflict of Interest Disclosure Form
- ☐ Section 3 Compliance Bid Form * If you are not a Section 3 employer and expect no new hires for this project, check 3rd option and enter "0" new employees
- ☐ Section 3 Business Certification * If you are not a Section 3 employer check bottom option "unable to certify"
- ☐ Bid Form- on your company letterhead using Worcester format
- ☐ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☐ Attended Pre-Bid Meeting ____ Required X Not Required
- ☐ Signed Bid Submission Checklist

 Signature

Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

_____	_____
MHIC Number	Exp. Date

_____	_____
MBR Number	Exp. Date

_____	_____
MDE Lead Cert.	Exp. Date

_____	_____
EPA Lead Cert.	Exp. Date

Trade References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Client References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No

Is contractor on HUD's debarred list? _____ Yes _____ No

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

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

Conflict of Interest Disclosure
Contractor*

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of Worcester County? ☐ Yes ☐ No
If yes, please identify: _____
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of Worcester County? ☐ Yes ☐ No If yes, please identify: _____
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
If yes, please identify: _____

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

Signed: _____ Date: _____

Name: _____ (Print)

Signed: _____ Date: _____

Name: _____ (Print)

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

9/2017

For Grantee Use Only:

CDBG Grant Number:	Date Received:
<input type="checkbox"/> Conflict of Interest does not exist <input type="checkbox"/> Conflict of Interest exists	
Date Sent to State:	<input type="checkbox"/> Waiver Granted <input type="checkbox"/> Waiver Denied

MARYLAND CDBG PROGRAM I PROCUREMENT

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __ Partnership __ Sole Proprietorship __ Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

Signature_____
Print Name_____
Title_____
Date

MARYLAND CDBG PROGRAM | FHEO

SECTION 3 BUSINESS CERTIFICATION

Business Name: _____

Project Name: _____

I certify that the firm of _____ (business name) qualifies as a Section 3 Business, and that it meets one of the following definitions of a Section 3 Business:

- _____ 1. 51% or more of the ownership of this company is owned by one or more persons who qualify as a Section 3 Person.
- _____ 2. Currently, at least 30% of the permanent, full time employees are currently Section 3 Persons or, within three years of the date of first employment, were Section 3 Persons.

I understand that if I am awarded this contract, I will be required to provide documentation as evidence to support my self-certification that this business qualifies as a Section 3 Business. The documentation will include, but is not limited to, source documentation related to total household income, acceptable income certification from a housing authority or government housing agency, and copies of Section 3 Self-Certification forms for each employee.

Signature of Chief Executive Officer

Date

_____ We currently are unable to register as a Section 3 Business. I have received a list of Section 3 certified subcontractors from Worcester County for my consideration when hiring subs.

Contractor

Date

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

PROPERTY OF: **Jane Skweres**
 ADDRESS: **810 Walnut Street**
Pocomoke City, MD 21851
 TELEPHONE: **410-957-3479**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
 NO QUOTATIONS AFTER: 05/17/21

PART ONE: GENERAL CONDITIONS

PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

- 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
- 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

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

BID FORM

***must be signed to be valid**

**Property of Jane Skweres
810 Walnut Street
Pocomoke City, MD 21851**

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

Total Quote : \$ _____
Date Available to Start: _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC #

Exp. Date

Jane Skweres
810 Walnut Street
Pocomoke City, MD 21851
410-957-3479

12/31/20
Revised 2/25/21

SCOPE OF WORK

A: Contractor to obtain all necessary permits. Remove existing roof shingles, felt paper underlayment, drip edge, and all flashings. Remove gutters and downspouts. Provide and install new thirty pound felt paper underlayment, or better. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rake edges as well at any valleys and at all roof and wall junctions. Provide and install new thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots as required. Install new white continuous gutters and downspouts. Splash blocks to be installed at all downspouts. Haul away all construction debris

PRICE: _____

B: Remove damaged chimney brick mortar. Re-point all damaged brick mortar lines to insure chimney stability. Replace and damaged bricks.

PRICE: _____

C: Trim all tree limbs overhanging detached garage and house. Haul away debris. Remove all damaged garage exterior wood siding and repair with like materials. Paint two coats.

PRICE: _____

D: Adjust rear entry door and rear storm door for proper closure and operation. Remove exterior basement door cover and hinges. Install new door same size with treated 2x4 framework and treated plywood top. Install new door with two (2) galvanized hinges and a galvanized latch. Remove old door from premises.

PRICE: _____

E: Remove existing Pushmatic electrical panel and replace with new Square D or equal 200 AMP electrical panel with all necessary breakers to meet current electrical Code. Provide and install smoke detectors to meet current Code. Battery operated units will be acceptable if hard wiring for new locations would be impractical or impossible without extensive rework.

PRICE: _____

F: Lead paint items: See attached Debra Hall Lead Risk Assessment report and diagrams for reference and guidance. Items below are listed on pages 4 and 5 of report; utilize abatement or interim control as specified below.

Jane Skweres
810 Walnut Street
Pocomoke City, MD 21851
410-957-3479

12/31/20
Revised 2/25/21

- Hazard 1: Exterior Front Door and Components (Abatement)- Remove front entry door and jambs completely. Provide and install same size insulated steel door, Energy Star rated, with new Kwikset or equal lockset and deadbolt. To meet Maryland Historic Trust requirements, the replacement door must have a six-panel design without any lights to mimic the existing front door as closely as possible. * Please note: Meeting the Historic requirement takes precedence over the door having an Energy Star rating if both criteria cannot be met. Install new exterior and interior door trim to match existing as close as possible. Paint door and associated trim, two coats after primer.
- Hazard 2: Basement Windows (Abatement)- Remove five (5) basement windows and replace with white vinyl Energy Star rated insulated Low-E window units. Windows are to be foam sealed at jambs with low expansion foam to eliminate air infiltration.
- Hazard 3: Front Porch Columns (Interim Controls)- Wet scrape, prep and re-paint the front porch support posts.

General Conditions & Procedures to be followed for all LBP Work:

1. This is a Lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.
2. This is an owner occupied dwelling. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be present during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.
3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your lead paint Warning signs. HEPA vacuum and clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent cleaning, HEPA vacuuming, and retesting due to a sample failure will be paid for by the contractor. Final draw will not be released until after clearance is achieved

Lead Paint PRICE: _____

Jane Skweres
810 Walnut Street
Pocomoke City, MD 21851
410-957-3479

12/31/20
Revised 2/25/21

G: First floor bathroom is to be demolished and taken down to bare studs. Exterior walls are to be insulated to R-19. All wall penetrations are to be sealed. Provide and install an ADA compliant fiberglass shower with adjustable shower head and hand held shower head. Grab bars per Code. Shower curtain bar and shower curtain. Walls are to have moisture resistant drywall installed. Drywall to be tape coated, and with three coats drywall compound. Walls are to be sanded to a smooth paintable surface. Floor base trim and shoe moulding are to match existing as close as possible, to be installed and painted two coats after primer. Provide and install one (1) 30 inch vanity with top. Provide and install one (1) single lever vanity sink faucet, Moen or equal. Provide and install two towel bars. Provide and install one standard Contractor grade wall mirror over vanity. Provide and install new vinyl sheet goods finish flooring. Vinyl flooring is to be installed over 1/4" lauan underlayment. Provide and install one (1) white, tall elongated toilet with seat. Provide all necessary water supply and waste piping as necessary. Provide and install all water shut off valves as necessary to meet current Code. Provide and install one (1) bath/fan ceiling unit, vented to the exterior. Provide all electrical wall switches and GFCI outlets as required by current Code. Paint all new walls and trim two coats after primer. Color to be home owner choice.

PRICE: _____

H. Install vapor barrier in crawlspace and insulation in basement and crawlspace to meet current Code. Have existing HVAC system cleaned and serviced by a qualified HVAC mechanic. Remove damaged decking boards at exterior rear at grade deck; approximately 24 square feet and install new pressure treated decking, with galvanized screws.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBERS: _____

OFFICE: _____

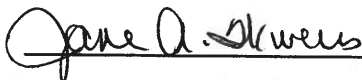
CELL: _____

MHIC#: _____

EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

I have reviewed and hereby accept the preceding scope of work as written.



3-12-2021

Owner

Date

DEBRA W HALL INSPECTIONS, INC

7519 Fire Tower Road
Hebron, MD 21830

December 16th, 2020

Jo Ellen Bynum
Housing Rehabilitation Program Administrator
Worcester County Government Center
One W Market Street, Room 1201
Snow Hill, MD 21863

RE: 810 Walnut St, Pocomoke, MD

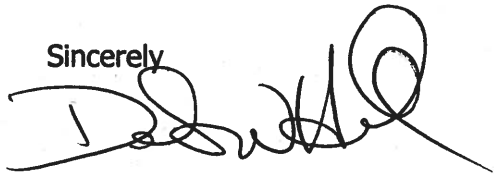
Dear Jo Ellen

Please find enclosed the pre-rehabilitation lead paint risk assessment for the home located at 810 Walnut St, Pocomoke, Maryland. The property is 1,220 sq ft 1 1/2 story home built in 1930. The home is owner occupied. The resident of the home is Jane Ashby Skweres. Mrs. Skweres stated that the planned renovations included a new roof and upgraded electrical panel.

The XRF LBP testing was performed within current acceptable industry guidelines. The risk assessment was conducted using a NITON XLP 300 x-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. Licensed Maryland Lead Paint Risk Assessor, Debra W Hall (license #15003 / #15004 expiration date 5/5/21) tested this site on 12/15/20.

The risk assessment determined that there is lead-based paint and lead hazards present in the property as of the date of the assessment.

Sincerely



Debra W Hall, President
Maryland Lead Paint Risk Assessor #15003

Phone: 443-859-2303

Fax: 410-742-2321

drhall@comcast.net

Summary

A lead paint risk assessment was conducted at 810 Walnut St, Pocomoke, Maryland for the Worcester County Housing Rehabilitation Program, Worcester County, Maryland on December 15th, 2020. The assessment was conducted by Debra W Hall Inspections, Inc, MDE Contractor #15004 and performed by Debra W Hall, State of Maryland Lead Risk Assessor # 15003. The purpose of the assessment was to identify the presence of lead-based paint and lead-based paint hazards on and/or in the surfaces inside and outside the residence, as well as to identify the presence of deteriorated lead-based paint (LBP) and LBP that may be disturbed during planned renovations. Worcester County is providing funds from Community Development Block Grant monies, the State Special Loans Program and the Lead Hazard Reduction Grant and Loan Program. The assessment was also completed to help Worcester County to determine if any of the upcoming HUD and State funded renovation activities have the potential to create additional lead hazards. As part of the assessment, a visual survey of the property and structure was conducted and limited on-site paint testing using an x-ray fluorescence (XRF) lead analyzer was performed. The testing of the painted components of was conducted using a NITON XLP300 XRF Portable Analyzer.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. This XRF instrument is calibrated using the NIST Standard Reference Material (SRM) supplied by the manufacturer. Three calibration readings are taken before and after the testing is conducted to insure manufacturer's standards are met. If for any reason the readings are outside the acceptable calibration check range, the manufacturer's instructions will be followed to bring the instrument into control XRF testing proceeds. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

As a result of the Lead Hazard Risk Assessment and Lead Based Paint Testing conducted on 12/15/20, it was found that LBP paint and LBP hazards were present in the subject property. The analytical results from the assessment identified the following LBP paint and LBP hazards as defined by MDE and EPA / HUD standards.

Findings

The following components were found to contain lead-based paint in amounts greater than or equal to 0.7 mg/cm².

LBP:**Interior:**

Living Room (#1)	Door Jamb	Side A	white	Positive
Basement (#8)	Window Sash	Side B	white	Positive

Exterior :

Front Door	Side A	white	Positive
Door Stop	Side A	white	Positive
Porch Post	Side A	white	Positive

The home was built in 1930. The kitchen was added post 1980 by the current owner. The second floor was originally attic storage and was remodeled by the owner post 1980 as well. At one point the upstairs bathroom flooded the downstairs. Mrs. Skweres stated that because of the flood the whole first floor was remodeled except the den (#6). The den had been previously remodeled. Mrs. Skweres has also replaced all of the windows with vinyl lead free replacements except the basement windows. Because of the previous remodeling/abatement that has been done, there is very little lead based paint left in the home. However, there are lead hazards present. The front door is very high in LBP, is a friction surface and is deteriorating badly. It also does not operate properly which will cause further deterioration. The front door and adjoining components need to be replaced. The front porch columns and basement window which are positive for LBP have deteriorating paint also.

Conclusions:

The above listed components were determined to be positive for lead paint as defined by the Maryland Dept of the Environment, and Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead in concentrations greater than or equal to 0.7 mg/cm². When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations (same construction and paint history) in those areas are assumed to be positive. The same is true for negative readings.

Lead Hazard Control Options:

Lead-safe work practices and worker/occupant protection practices complying with current MDE, EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead based paint hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or hazards that were not present before. Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: Guidelines for the Evaluation and Control of LBP Hazards in Housing published by HUD, the EPA lead based paint regulations, the State Of Maryland lead based paint regulations, and the OSHA regulations found in its Lead in Construction Industry Standard.

All work shall be done in accordance with the EPA RRP rule or the EPA Lead Abatement Rule, as applicable, based on the control strategy determined by the Worcester County Rehabilitation Inspector and Lead Paint Inspector. All firms performing interim control or lead abatement activities must be certified by the State of Maryland, which is authorized by the EPA to conduct the certification programs. All persons performing interim control and abatement activities must have successfully completed a State of Maryland accredited training program in "renovation" (more specifically, renovation, repair and repainting); or have successfully completed a State of Maryland accredited training program in lead abatement work or supervision and been certified by the State of Maryland, as applicable.

Hazard 1: Exterior Front Door and Door Components (interior and exterior)

a) **ABATEMENT - REMOVAL AND REPLACE (Recommended)** - Replace the badly deteriorating front door with a new pre-hung front door.

b) **INTERIM CONTROLS - STABILIZATION:** Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting. *(Not recommended because door is very high in lead, badly deteriorating and is a friction surface).*

Hazard 2: Basement Windows

- a) **ABATEMENT - REMOVAL AND REPLACE (Recommended)-**
Replace the existing window with Lead Free Vinyl Windows
- b) **INTERIM CONTROLS - STABILIZATION:** Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.

Hazard 3: Front Porch Columns:

- a) **INTERIM CONTROLS - STABILIZATION: (Recommended) -** Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.
- b) **ABATEMENT - REMOVAL AND REPLACE:** - Remove and replace the existing porch posts with new lead free posts.

Clearance Following Lead Hazard Control Activities:

Because this housing is receiving federal rehabilitation assistance, and the total amount of painted surfaces to be disturbed in the lead hazard control and rehabilitation work exceed HUD's *de minimis* amounts, HUD requires a clearance examination following the rehabilitation. Lead clearance testing is to be conducted in compliance with MDE standards and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition July 2012.

Ongoing Monitoring:

Ongoing monitoring is necessary in all dwellings in which LBP is known or presumed to be present. An annual visual assessment should be conducted by the homeowner to confirm that all paint with known or suspected LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, presumed or suspected LBP.

Disclosure:

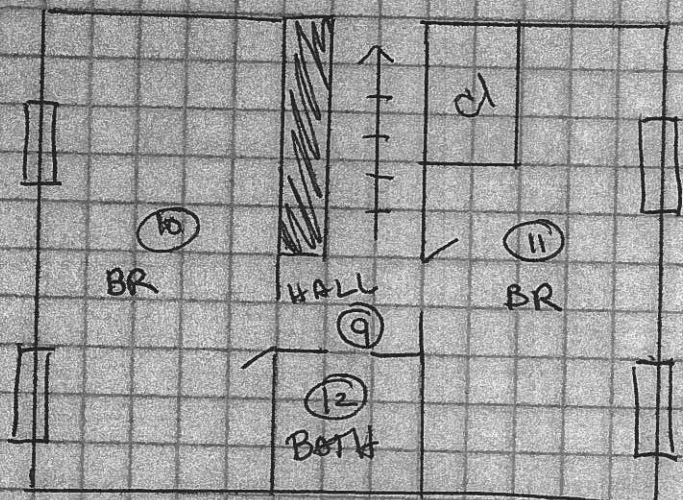
Results of this inspection must be provided to new lessees (tenants) and prospective buyers of the property under the Federal law (24 CFR part 35 and 40 CFR part 745)

before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available prospective tenants and to renewing tenants if they have not been provided the information previously. The inspectors plain language summary of the report must be provided to the client (property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet developed by the US Environmental Protection Agency entitled **"Protect Your Family From Lead in Your Home"** and include the Lead Warning Statement in the leases or sales contracts to ensure that parents have the information needed to protect their children from lead-based paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed, the standard period is ten (10) days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least three (3) years.

SIDE C

2nd floor

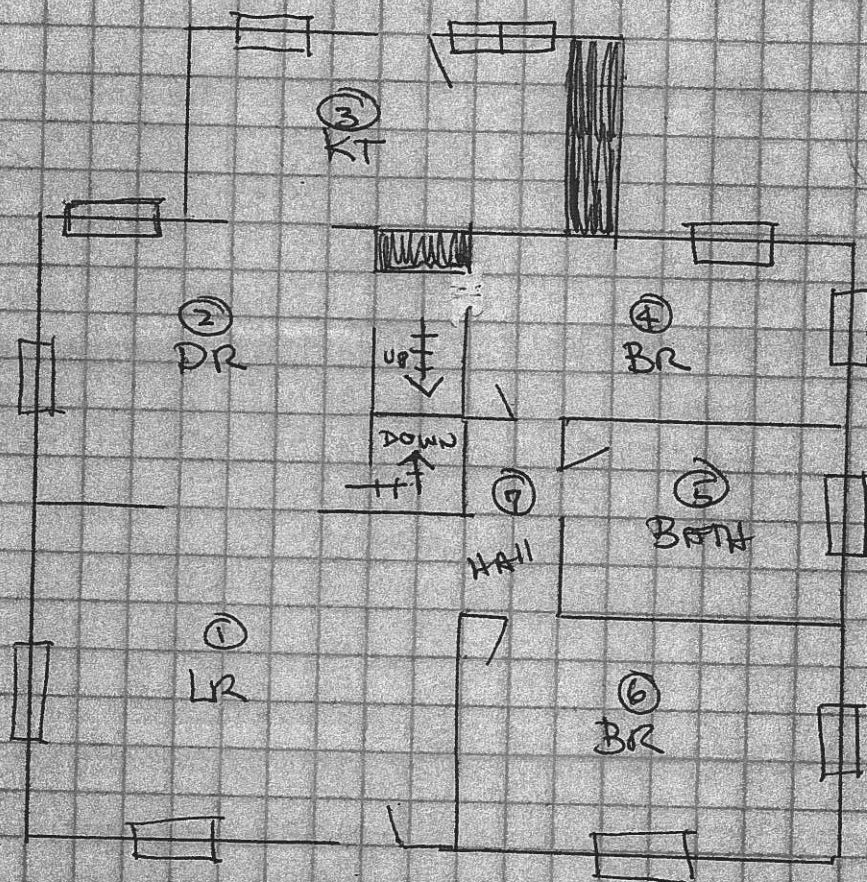
Basement



SIDE C

SIDE B

1st floor



SIDE A

← 810 WALNUT ST →

Job: 810 Walnut St, Pocomoke, MD

Debra W Hall Inspections, Inc #15004

drhall@comcast.net

Date: 12/15/20

Debra W Hall Risk Assessor #15003

443-859-2303

ITEM 3

Reading Time	Type	Duration	Units	Component	Side	Substrate	Color	Condition	Room	Floor	Address	Results	Depth In PbC	PbC Error
1	12/15/2020 12:45	SHUTTE	164.56 cps										1.75	0
2	12/15/2020 13:05	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.13	0.9
3	12/15/2020 13:06	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.17	1.1
4	12/15/2020 13:08	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.09	1
5	12/15/2020 13:09	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.15	1
6	12/15/2020 13:28	PAINT	3.24 mg / cm ^2	Ceiling	A	Drywall	White	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
7	12/15/2020 13:28	PAINT	3.25 mg / cm ^2	Wall	A	Drywall	purple	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
8	12/15/2020 13:29	PAINT	3.25 mg / cm ^2	Wall	C	Drywall	purple	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
9	12/15/2020 13:29	PAINT	1.15 mg / cm ^2	Door	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	1.95	0.04
10	12/15/2020 13:29	PAINT	3.23 mg / cm ^2	Door Case	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	3.53	0.02
11	12/15/2020 13:30	PAINT	8.73 mg / cm ^2	Door Jamb	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Positive	4.49	0.9
12	12/15/2020 13:30	PAINT	0.57 mg / cm ^2	Door Jamb	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Positive	5.74	2.1
13	12/15/2020 13:31	PAINT	1.15 mg / cm ^2	Door Jamb	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Positive	5.77	2.7
14	12/15/2020 13:32	PAINT	3.24 mg / cm ^2	Window Sill	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	7.15	0.2
15	12/15/2020 13:32	PAINT	1.14 mg / cm ^2	Window Case	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	1.99	0.02
16	12/15/2020 13:33	PAINT	1.14 mg / cm ^2	Window Apron	A	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
17	12/15/2020 13:33	PAINT	1.14 mg / cm ^2	Radiator	A	Metal	White	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
18	12/15/2020 13:33	PAINT	1.14 mg / cm ^2	Door Jamb	D	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	1	0
19	12/15/2020 13:34	PAINT	1.91 mg / cm ^2	Door Case	D	Wood	White	Intact	Livingroom #1	First	810 walnut st	Negative	3.32	0.02
20	12/15/2020 13:35	PAINT	2.29 mg / cm ^2	Ceiling	A	Drywall	White	Poor	Den #6	First	810 walnut st	Negative	1	0
21	12/15/2020 13:36	PAINT	1.14 mg / cm ^2	Wall	C	Wood Panel Factory	Intact	Intact	Den #6	First	810 walnut st	Negative	1	0
22	12/15/2020 13:36	PAINT	1.14 mg / cm ^2	Crown	C	Wood	White	Intact	Den #6	First	810 walnut st	Negative	6.38	0.2
23	12/15/2020 13:36	PAINT	1.14 mg / cm ^2	Door	C	Wood	White	Intact	Den #6	First	810 walnut st	Negative	1	0
24	12/15/2020 13:37	PAINT	3.23 mg / cm ^2	Door Stop	C	Wood	White	Intact	Den #6	First	810 walnut st	Negative	4.75	0.04
25	12/15/2020 13:37	PAINT	1.14 mg / cm ^2	Door Case	C	Wood	White	Intact	Den #6	First	810 walnut st	Negative	3.63	0.1
26	12/15/2020 13:43	PAINT	3.26 mg / cm ^2	Wall	A	Drywall	purple	Intact	Dining #2	First	810 walnut st	Negative	1	0
27	12/15/2020 13:43	PAINT	3.24 mg / cm ^2	Wall	B	Drywall	purple	Intact	Dining #2	First	810 walnut st	Negative	1	0
28	12/15/2020 13:46	PAINT	13.48 mg / cm ^2	Window Sill	B	Wood	White	Intact	Dining #2	First	810 walnut st	Null	10	0.7
29	12/15/2020 13:46	PAINT	3.24 mg / cm ^2	Window Sill	B	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	2.85	0.04
30	12/15/2020 13:47	PAINT	3.24 mg / cm ^2	Window Case	B	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	6.1	0.09
31	12/15/2020 13:47	PAINT	5.15 mg / cm ^2	Door Jamb	C	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	7.85	0.12
32	12/15/2020 13:48	PAINT	2.66 mg / cm ^2	Door Case	C	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	7.59	0.07
33	12/15/2020 13:50	PAINT	3.43 mg / cm ^2	Wall	B	Concrete	White	Intact	Basement #8	First	810 walnut st	Negative	1	0

Action level >0.7

Job: 810 Walnut St, Pocomoke, MD
Date: 12/15/20

Debra W Hall Inspections, Inc #15004
Debra W Hall Risk Assessor #15003

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34	12/15/2020 13:51	PAINT	7.99 mg / cm ^2	Wall	C	Concrete	White	Intact	Basement #8	First	810 walnut st	Negative	1	0	0.02
35	12/15/2020 13:52	PAINT	1.32 mg / cm ^2	Wall	A	Wood	White	Intact	Basement #8	First	810 walnut st	Negative	1	0	0.02
36	12/15/2020 13:52	PAINT	0.19 mg / cm ^2	Window Sash	B	Wood	White	Intact	Basement #8	First	810 walnut st	Null	1.73	1.5	1.9
37	12/15/2020 13:52	PAINT	0.95 mg / cm ^2	Window Sash	B	Wood	White	Intact	Basement #8	First	810 walnut st	Positive	1.95	2	1.1
38	12/15/2020 13:53	PAINT	1.14 mg / cm ^2	Door	B	Wood	White	Intact	Basement #8	First	810 walnut st	Negative	5.83	0.13	0.35
39	12/15/2020 13:55	PAINT	7.43 mg / cm ^2	Door Jamb	D	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	10	0.27	0.52
40	12/15/2020 13:55	PAINT	4.93 mg / cm ^2	Door Case	D	Wood	White	Intact	Dining #2	First	810 walnut st	Negative	10	0.15	0.63
41	12/15/2020 13:57	PAINT	3.23 mg / cm ^2	Ceiling	A	Drywall	White	Intact	Hallway #7	First	810 walnut st	Negative	1.54	0.01	0.02
42	12/15/2020 13:57	PAINT	1.14 mg / cm ^2	Wall	D	Drywall	White	Intact	Hallway #7	First	810 walnut st	Null	1.46	0.02	0.05
43	12/15/2020 13:58	PAINT	3.24 mg / cm ^2	Wall	D	Drywall	White	Intact	Hallway #7	First	810 walnut st	Negative	6.57	0.09	0.12
44	12/15/2020 13:58	PAINT	1.14 mg / cm ^2	Door	B	Wood	White	Intact	Hallway #7	First	810 walnut st	Negative	1	0	0.02
45	12/15/2020 13:58	PAINT	3.43 mg / cm ^2	Door Case	B	Wood	White	Intact	Hallway #7	First	810 walnut st	Negative	10	0.14	0.64
46	12/15/2020 13:59	PAINT	4.57 mg / cm ^2	Door Jamb	B	Wood	White	Intact	Hallway #7	First	810 walnut st	Negative	10	0.13	0.67
47	12/15/2020 14:06	PAINT	0.76 mg / cm ^2	Porch Post	A	Wood	White	Intact	Outside #	First	810 walnut st	Positive	7.72	14.7	12.2
48	12/15/2020 14:07	PAINT	0.95 mg / cm ^2	Door	A	Wood	White	Poor	Outside #	First	810 walnut st	Positive	10	8.6	7.7
49	12/15/2020 14:08	PAINT	0.76 mg / cm ^2	Door Stop	A	Wood	White	Poor	Outside #	First	810 walnut st	Positive	5.87	11.5	10.2
50	12/15/2020 14:10	PAINT	1.15 mg / cm ^2	Soffit	B	Wood	White	Poor	Garage #	First	810 walnut st	Negative	1	0	0.02
51	12/15/2020 14:12	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.09	1	0.1
52	12/15/2020 14:14	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.14	1	0.1
53	12/15/2020 14:15	PAINT	20 mg / cm ^2			Calibrate	Red					Positive	1.1	1	0.1

Action level >0.7

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLANDINTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

Persons Per Household	Maximum Annual Income
1	40,600

2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

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

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants

coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.

3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
 - One or more occupants of the dwelling is age 62 or older.
 - One or more occupants of the dwelling is handicapped.
 - Condition of the dwelling is a threat to the health and/or safety of the occupants.
 - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the

County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.

3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
 - Tier I- \$0 to \$12,500 grant requires a five (5) year lien
 - Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien
 - Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

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

For five year liens:

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

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

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment

Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

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

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment
Sale in the fifteenth year	7% grant repayment

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

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.
2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

- Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
 - Roof, wall, floor and ceiling repairs
 - Replacement of appliances such as range, hot water heater, water pump.
 - Replacements of fixtures such as heating, electrical, plumbing
 - Energy conservation/weatherization improvements
 - Alterations necessary to make the dwelling more accessible for handicapped persons
 - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.
3. The following activities are generally ineligible for rehabilitation assistance:
- New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
 - Remodeling or cosmetic improvements
 - Renovation of dilapidated outbuildings
 - Appliances not required by code standards
 - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
 - Owner-Contractor Agreement
 - Lead Paint Notice
 - Grant/Loan Agreement
 - Promissory Note
 - Notice of Right of Rescission
 - FHEO Self Identification FormIn addition, a copy of the work write-up will be included in this mailing.
2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

- a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
 - b. Name of the company bank
 - c. The names of the usual subcontractors
 - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
 - e. A list of all principal officers of the company
 - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.
 5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
 6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
 7. The jobs are to be bid on an individual basis, group bidding is not allowed.
 8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
 9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
 10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is

to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:
 - A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
 - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
 - Comply with all County inspection requirements
 - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the

dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

Federal Labor Standards Provisions

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

Previous editions are obsolete form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

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

A. 1. (i) Minimum Wages.

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets

for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records.

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

Lead

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Sharron Whitaker
209 Hibiscus Lane
Cambridge, MD 21613
443-876-5377
abatementfirst@gmail.com

Robert Brooks MBE
Apostle Construction
716 Naylor Mill Road
Salisbury, MD 21801
410-548-1392, ext. 107
rbrooks.apostlecon@gmail.com

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

Cherokee Home Improvements
5503 Bonnie Brook Road
Cambridge, MD 21613
443-225-9047

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

Contractors

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

Shoreman Construction
William Hearn
606 E. Pine St.
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shoremanconstruction@gmail.com
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Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
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Worcester County
DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
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JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director
DATE: March 29, 2021
SUBJECT: Ocean Pines Pump Stations S and P
 Change Order Number 2

Attached for approval is Change Order Number 2 from Retallack and Sons for the Ocean Pines Pump Stations S and P Rehabilitation Project. This change order was prepared to address two issues:

1. As with Pump Station S, we discovered that the main electrical conductors (wires) between the electric meter and the distribution panel were undersized. Attached is a proposal from Retallack and Sons to replace those conductors at a cost of \$4,122.50; and
2. As we have done in a number of stations, we are proposing to place stone around the interior of the station compound. This minimizes maintenance inside the compound and provides an esthetically pleasing look to the site. The cost for adding this material is \$8,416.34

The contract status is summarized as follows:

Contract Amount with Change Order Number 1	\$394,540.22
Change Order #2 Amount	\$ 12,538.84
Revised Contract Amount	\$407,079.06

The 2019 Bond Issue included \$400,000 for this project so \$7,079.06 will be provided from the project contingency funds.

To date, we have committed or expended slightly over \$3 million of the \$3.5 million bond issue. The final project for replacement of service tubing in Ocean Pines will be held until we have a final accounting of funding available. If you have any questions, please feel free to contact me.

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
 John H. Tustin, P.E., Director

DIVISIONS

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

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

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

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

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



11200 Racetrack Road, Unit A101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

March 8, 2021

Mr. John Ross, P.E.
Deputy Director of Public Works
Worcester County Water and Wastewater Division
1000 Shore Lane
Ocean Pines, MD 21811

**Subject: Worcester County Pump Stations S and P Upgrades
Change Order No. 2 Review and Recommendation**

Dear Mr. Ross:

The contractor for the Pump Stations S and P Upgrades Project, Retallack & Sons, Inc. (Retallack) recently submitted Change Order No. 2 for the addition of a 27 calendar contract days and \$12,538.84 for effort associated with upgrading the electric to meet the National Electric Code (NIC) for Pump Station P along with site improvements consisting of stone and geotextile fabric. EA Engineering, Science, and Technology, Inc., PBC (EA) reviewed each request, and a summary is detailed below.

During the design stage, EA noted the requirement for the Contractor to verify the existing wire sizes associated with the replacement equipment and compare to the NIC. Retallack's subcontractor Bilbrough's Electric reviewed the site conditions and determined that wiring associated with Pump Station P did require the upgrading. Bilbrough's cost totals \$3,584.78 (attached) and Retallack's request includes a 15% markup totaling \$4,122.50. EA reviewed Bilbrough's cost estimate and determined it to be fair, reasonable, and comparable to similar effort completed for Pump Station S.

Per the County's request, Retallack provided a cost to procure, deliver and install No. 57 Stone and Geotextile Fabric for light vehicle access for Pump Station P. The presented cost for the stone and fabric was provided via email prepared by Retallack dated December 30, 2020 in the amount of \$8,416.34. The back-up for this cost includes: 60 Tons of No. 57 Stone @ \$41.37 per ton, 1 – Roll Geotextile Fabric @ \$434.14, Equipment, Labor, and Trucking \$5,500.00. EA reviewed Retallack's itemized cost estimate and determined it to be fair and reasonable.

Following the review of the above change order request, EA recommends the approval of the total cost for Change Order No. 2 of \$12,538.84 and contract extension of 27 calendar days.

Respectfully yours,
EA Engineering, Science, and Technology, Inc., PBC

A handwritten signature in black ink, appearing to read 'Darl Kolar'.

Darl Kolar, BCEE, P.E.
Project Manager

CC: John Tustin, P.E., Worcester County Director of Public Works

RETALLACK & SONS, INC.
Underground Utilities & Site Contractors
8520 Swann Haven Rd.
Easton, MD 21601
(410) 822-9467
January 29, 2021

Description: This change order includes the following two components:

1. Includes the wire upgrades at Pump Station P to meet the National Electric Code in the amount of \$4,122.50. This price is comparable to similar effort required for Pump Station S.
 - a. Include by reference Bilbrough's backup (attached) \$3,584.78, 15% Contractor Markup/Profit, Total \$4,122.50.
2. Pump Station P Stone - Applying #57 stone with Geo Fabric covering 2075 SF. Procure, deliver and install No. 57 Stone and Filter Fabric for light vehicle access for Pump Station P. \$8,416.34. The back-up for this cost includes: 60 Tons of #57 Stone @ \$41.37 per ton, 1 - Roll Geo Fabric @ \$434.14, Equipment, Labor, and Trucking \$5,500.00.
 - a. Include some supporting information for the Lump Sum for Equipment, Labor and Trucking and involvement of hand placement for fine stone grading.

Total Change Order Request, \$12,538.84.

Thank you,


Ralph Miles Retallack,
General Manager

Retallack & Sons, Inc.

410-822-9467



1/29/2021 Proposed Change Order

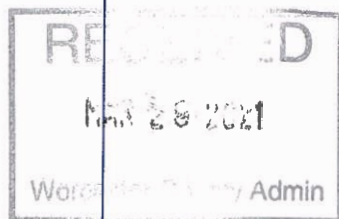
Job: Ocean Pines PS S & P Upgrades

Description - Station P Wire, Breaker Upgrade

Qty.	Item:	Price Ea. or Per Foot	Materials Extended	Hours Ea. or Per Foot	Labor		
					Burden	Labor	Extended
1	Choptank Electric Fee	\$150.00	\$150.00	2	\$100.00		\$200.00
	Demo Existing Breaker & enclosure			2	\$100.00		\$200.00
	Demo Existing Wiring			3	\$100.00		\$300.00
1	3P 125A Enclosed breaker Nema I	\$998.00	\$998.00	5	\$100.00		\$500.00
120	1/0 THHN	\$3.11	\$373.20	0.033	\$100.00		\$396.00

Using 1/0 wire from meter to main breaker and from existing loadside transfer switch to new panel main breaker.

Subtotal	\$1,521.20	Total Hours	15.96	Total Labor	\$1,596.00
Subtotal Labor	\$1,596.00				
Subtotal	\$3,117.20				
Mark Up 15%	\$467.58				
Total	\$3,584.78				



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

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 29, 2021
SUBJECT: FY21 Bid Request – Metal and Plastic Pipe
 Department of Public Works Roads Division

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents for the purchase of pipe to be utilized by The Department of Public Works, Roads Division. Included in this packet is the Notice to Bidders, Specifications, Bid Form and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of pipe.

Funding in the amount of \$40,000 for the purchase of pipe is available in the current FY21 operating budget in account 100.1202.6140.040.

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

Attachments

cc: Frank J. Adkins

NOTICE TO BIDDERS**Purchase of Corrugated Metal and Plastic Pipe
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Sealed bids will be accepted until **1:00 p.m., Monday, April 26, 2021**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked **"Pipe Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are accepting bids on the following **Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall without Bell End Plastic Pipe** delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. **NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED.** All Federal and State Taxes are exempt.

<u>PIECES</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>PIPE</u>	<u>LENGTH</u>	<u>PRICE/FT</u>	<u>TOTAL</u>
6	14	24"	GCCMP	20'	\$ _____	\$ _____
10	14	24"	GCCMP	16'	\$ _____	\$ _____
6	14	24"	GCCMP	14'	\$ _____	\$ _____
7	14	24"	GCCMP	12'	\$ _____	\$ _____
5	14	24"	GCCMP	10'	\$ _____	\$ _____
7		24"	BANDS		\$ _____	\$ _____
4	16	18"	GCCMP	16'	\$ _____	\$ _____
6	16	18"	GCCMP	14'	\$ _____	\$ _____
10	16	18"	GCCMP	12'	\$ _____	\$ _____
6	16	18"	GCCMP	10'	\$ _____	\$ _____
10		18"	BANDS		\$ _____	\$ _____
25		15"	BANDS		\$ _____	\$ _____
10	16	12"	GCCMP	20'	\$ _____	\$ _____
15	16	12"	GCCMP	16'	\$ _____	\$ _____
15	16	12"	GCCMP	14'	\$ _____	\$ _____
15	16	12"	GCCMP	12'	\$ _____	\$ _____
9	16	12"	GCCMP	10'	\$ _____	\$ _____
29		12"	BANDS		\$ _____	\$ _____
14	12"	HDPE Double Wall Plastic	20'	\$ _____	\$ _____	
6	15"	HDPE Double Wall Plastic	20'	\$ _____	\$ _____	
5	18"	HDPE Double Wall Plastic	20'	\$ _____	\$ _____	
9	24"	HDPE Double Wall Plastic	20'	\$ _____	\$ _____	

BID FORM**Worcester County Department of Public Works – Roads Division
“FY21 – Pipe Bid”**

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): \$ _____

Pipe and bands to be delivered within _____ calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

VENDOR LIST:

Lane Enterprises, Inc.
 c/o Annette Bliss
 6369 Schoolhouse Road
 P.O. Box 67
 Bealeton, VA 22712
 Phone No.: 540-439-3201
 Fax No.: 540-439-1042
 E-Mail: abliss@lane-enterprises.com

Contech Engineered Solutions
 c/o Jeff Van Osdel
 7037 Ridge Road, Suite 350
 Hanover, MD 21076
 Phone No.: 410-740-8490
 Fax No.: 410-740-8492
 E-Mail: jvanosdel@conteches.com

Core and Main
 c/o Mike Hurd
 25414 Prime Hook Road, Suite 100
 Milton, DE 19968
 Phone No.: 302-684-3054
 Fax No.: 302-684-3586
 Email: mike.hurd@coreandmain.com

P.E. Sales
 c/o Andy Cary
 P.O. Box 461
 Perry Hall, MD 21128
 Phone No.: 410-733-0748
 Fax No.: 410-256-5952
 Email: amcary@pesales.com

Ferguson Waterworks
 c/o Gregg C. Thomas
 28596 Naylor Mill Road
 Salisbury, MD 21801
 Phone No.: 410-677-6793
 Fax No.: 410-543-9646
 Email: gregg.thomas@ferguson.com

Tri Supply and Equipment
 c/o Neil Messick
 110 Columbia Road
 Salisbury, MD 21801
 Phone No.: 410-546-2900
 Fax No.: 410-546-2644
 Email: nmessick@buytri.com

Chemung Supply Corporation
 c/o Carl Perine
 Post Office Box 527
 Elmira, NY 14902
 Phone No.: 607-733-5506
 Fax No.: 607-732-5379
 Email: cperine@chemungsupply.com

ACF Environmental
 c/o Robert Hagy
 11435 Red Lion Road
 White Marsh, MD 21162
 Phone: 443-987-8317
 Fax No.: N/A
 Email: bhagy@acfenv.com



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

RECEIVED

MAR 29 2021

Worcester County Admin

JOHN H. TUSTIN, P.E.
 DIRECTOR

JOHN S. ROSS, P.E.
 DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 29, 2021
SUBJECT: FY21 Parking Lot & Storage Area Grading/Paving Bid
 Department of Public Works - Maintenance Division

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents for the grading and paving of Bituminous Concrete for approximately 24,720 ± square feet of parking and storage area for the Maintenance Division of the Department of Public Works. Included in this packet is the Notice to Bidders, Specifications, Bid Forms, Vendor List and Map of Parking Lot/Storage area to be graded/paved. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization be provided to solicit bids for the grading and paving of Bituminous Concrete.

Funding in the amount of \$35,075.00 is available in the Assigned Fund Balance is available for this project.

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

Attachments

cc: Ken Whited

NOTICE TO BIDDERS

**Grading and Paving of Parking and Storage Area
Worcester County, Maryland**

The County Commissioners of Worcester County Maryland are currently accepting bids for grading and paving of the Worcester County Department of Public Works Maintenance Division parking and storage area located at 6113 Timmons Road, Snow Hill, Maryland. The project will require approximately 330 tons of Superpave 9.5mm Bituminous Concrete for roughly 24,720 ± square feet of parking and storage area. Bid specifications and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863 or obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested bidders are encouraged to attend a **pre-bid meeting to be held on Monday, April 19, 2021 at 10:00 am (EDT)**, at the Worcester County Department of Public Works Administration Building located at 6113 Timmons Road, Snow Hill, Maryland. **Sealed bids will be accepted until 1:00 p.m. EST, Monday May 10, 2021** in the Office of the County Commissioners at the above address, at which time they will be opened, publicly read aloud and posted on the County's website at www.co.worcester.md.us. Envelopes shall be marked **"DPW Grading/Paving Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be submitted electronically to Ken Whited, Maintenance Superintendent, at kenwhited@co.worcester.md.us or by calling 410-632-3766, Monday through Friday, 7:30 a.m. to 4:00 p.m. Only responses provided in writing will be binding

BID SPECIFICATIONS

SCOPE OF SUPPLY

The County Commissioners of Worcester County Maryland are currently accepting bids for grading and paving of the Worcester County Department of Public Works Maintenance Division parking and storage area located at 6113 Timmons Road, Snow Hill, Maryland. The project will require approximately 330 tons of Superpave 9.5mm Bituminous Concrete for roughly 24,720 ± square feet of parking and storage area.

INSTRUCTIONS TO BIDDERS

- Bid specifications and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863 or obtained online at the County's website; www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by US mail.
- Pre Bid Meeting...Interested bidders are encouraged to attend a **pre-bid meeting to be held on Monday, April 19, 2021 at 10:00 am (EDT)**, at the Worcester County Department of Public Works Administration Building located at 6113 Timmons Road, Snow Hill, Maryland.
- **Sealed Bids...Will be accepted until 1:00 p.m. EST, Monday May 10, 2021** in the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland, 21863

BLACK TOP AND GRADING SPECIFICATIONS:

Grade all existing stone/dirt to allow for proper drainage and flow. Saw cut existing pavement for a smooth transition.

The contractor will provide, erect and maintain all necessary barricades, danger signals and signs provide sufficient number of **certified flaggers** and take all necessary precaution for the protection of the work and safety of the public.

The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately two (2) inches± compacted depth, Superpave 9.5mm.

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY:

All work and materials shall be warranted for a period of one year. This shall include but not be limited to slippage or tearing.

DESCRIPTION:

The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

Asphalt distributing equipment per SHA specifications.

Contractor shall ensure that a sufficient number of employees are on-site to complete the job in a safe and efficient manner. This will be determined by the County's designated representative. If it is determined that the number of employees are insufficient, then the operation will cease until adequate manpower and equipment are on site to install materials in a proper manner.

All other equipment per SHA specifications or as required for successful prosecution of the work.

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will remove all obstructions prior to mobilization to re-grade/pave.

The County will haul any excess material generated from the regrading and will claim sole rights to any material. Also, any imported material that may be needed to stabilize the existing base will be provided by the County.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the County's designated representative.

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of asphalt materials to prevent damage to County property. Contractor shall be responsible for all delivery trucks and operators to assure no damage is done to recently laid mat. Delivery drivers will not be allowed to use diesel fuel for the purpose of cleaning dump bodies of the trucks in area where new mat is to be laid.

POC:

The contractor shall designate a contact person and telephone number for coordination of the work with the County's designated representative

MAINTENANCE OF TRAFFIC

Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

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

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed. All costs for traffic control measures shall be included in the total bid price.

Temporary Traffic Signs (TTS):

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

Cones:

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

MOBILIZATION:

All costs for mobilization and demobilization of personnel and equipment for this project sites plus staging of equipment shall be included in the total bid price.

INSURANCE...The Contractor shall provide and maintain insurance during the life of this contract. Workmen's Compensation Insurance shall be provided by the Contractor for all of its employees or any subcontractor employees while employed to perform work at the project site; and such Public Liability and Property Damage Insurance as shall protect the Contractor and County from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents

ACCEPTANCE AND FINAL PAYMENT – The Contractor shall notify the County that all work has been completed to meet the bid specifications or Change Directives or Change Orders as they apply to the specifications or project scope. If the County is in agreement that the work is complete and satisfactory then the Contractor shall submit an invoice for final payment. The County shall have the right to withhold payment until such time as all deficiencies are completed by the Contractor to the satisfaction of the County. All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Maintenance Division, 6113 Timmons Road, Snow Hill, MD 21863. Only one final payment will be made for this project at its completion and upon acceptance of the work by the County. The total invoice may be submitted electronically via email transmittal to kenwhited@co.worcester.md.us.

RELEASE OF LIENS - The Contractor shall provide a Final Release of Liens in a standard format that specifies that all subcontractors and material suppliers have received payment for goods and services supplied to the Contractor for this project.

BID FORM**“Worcester County DPW Parking & Storage Are – Grading/Paving Bid”**

I/We have reviewed the specifications and provisions for grading and applying Superpave 9.5mm Bituminous Concrete (2 inches compacted depth) to approximately 24,720 square feet ± of parking and storage area at the Department of Public Works – Maintenance Division in Worcester County. I/We hereby propose to grade, furnish and apply:

2” Bituminous Concrete on approximately 24,720 ±square feet area
for a total price of.....\$_____,_____.00

Project Duration: All work shall be completed in _____ Days following receipt of a County-issued Notice to Proceed.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

VENDOR LIST

Bunting and Murray
 32924 Lighthouse Road
 Selbyville, Delaware 19975
 Attn: Jody McClanahan
 Phone No.: 302-436-5144
 Fax No.: 302-436-1753
 E-mail: jody@buntingandmurray.com

Allan Myers
 440 Twin Oaks Drive
 Dover, Delaware 19904
 Attn: Wesley Paxton
 Phone No.: 302-883-3501
 Fax No.: 302-883-3498
 E-Mail: Wesley.Paxton@allanmyers.com

Terra Firma of Delmarva, Inc.
 Post Office Box 478
 Delmar, Delaware 19940
 Attn: Vicki Pusey
 Phone No.: 302-846-3350
 Fax No.: 302-846-3517
 E-mail: vicki@terrafirmacorp.com

Chesapeake Paving and Sealing, Inc.
 2445 North Zion Road
 Salisbury, Maryland 21801
 Attn: Jeff Brown/Kelly Marlott
 Phone No.: 410-742-2330/443-978-8176
 Fax No.: 410-749-0466
 E-mail: chesapeakepaving@verizon.net

River Asphalt, L.L.C.
 30548 Thorogoods Road
 Dagsboro, Delaware 19939
 Attn: Joe Taylor
 Phone No.: 302-934-0881
 Fax No.: 302-934-0886
 E-mail: jtaylor@hkggroup.com

ECM Corporation
 7704 Race Road
 Jessup, MD 20794
 Attn: Lazaro Constanza
 Phone No.: 301-880-9729, Ext 101
 Fax No.: 301-560-8882
 Email: lazaro@ecmutilities.com

George & Lynch
 150 Lafferty Lane
 Dover, Delaware 19901
 Attn: Anthony Taddeo / Jeff Norman
 Phone No.: 302-736-3031
 Fax No.: 302-734-9743
 E-mail: jnorman@geolyn.com
ataddeo@geolyn.com

Pavement Corporation
 2255 Pinefield Station Road
 Post Office Box 1498
 Waldorf, Maryland 20601
 Attn: John Trotter
 Phone No.: 301-855-1650, ext 1024
 Fax No.: 301-396-5783
 Email: johnt@pavementcorp.com

Del-Mar-Va Paving LLC
 Post Office Box 1519
 Easton, Maryland 21601
 Attn: Mac Nossick
 Phone No.: 410-819-3001
 Fax No.: 410-745-2033
 Email: mnossick@dmvpaving.com

Asphalt Emulsion Industries, LLC
 3617 Nine Mile Road
 Richmond, VA 23223
 Attn: Eugene Cifers
 Phone No.: 804-716-7900
 Fax No.: N/A
 Email: ecifers@asphalt-emulsion.com

Russell Paving Company
 Post Office Box 186
 Church Creek, MD 21622
 Attn: Monica Russell
 Phone No.: 410-228-8040
 Fax No.: N/A
 Email: russellpavingcompany@gmail.com

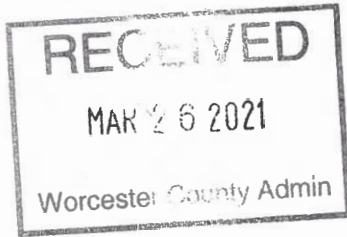
Accurate Asphalt
 102 Twin Cove Road
 Stevensville, MD 21666
 Attn: Cody Cole
 Phone No.: 410-697-3167
 Fax No.: N/A
 Email: cody@accurate-asphalt.com



Worcester County Maintenance Division


Parking and Storage Yard Area— \pm 24, 720 square feet

Prepared by Development Review & Permitting—Technical Services Division—January 2020



EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services 
Re: Maryland 911 Board project approval #21-225
Date: 26 March 2021

The Department of Emergency Services is seeking authorization and permission to proceed with MD 911 Board Project #21-225 in the amount of \$28,759.90 to be reimbursed to the County for costs associated with logging recorder Maintenance. This is a yearly expense covered by the Maryland 911 board for 911 center recordings.

I am available to answer any questions at your convenience.

Attachments (1)



Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpsscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

March 25, 2021

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER
McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Mr. Timothy Coale
Worcester Co. Dept. of Emerg. Serv.
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 21-225 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its March 25, 2021 meeting, to fund up to \$28,759.90 for Logging Recorder Maintenance (Project # 21-225), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director

EXACOM Inc.

99 Airport Road
Concord, NH 03301
USA

Voice: 603-228-0706

Fax: 603-228-0254

INVOICE

Invoice Number: 20102310

Invoice Date: Oct 23, 2020

Page: 1

Sales Order # 16043

Bill To:

Worcester County Dept of Emergency Serv
1 West Market Street
Room 1002
Snow Hill, MD 21863
USA

Ship to:

Worcester County Dept of Emergency Serv
1 West Market Street
Room 1002
Snow Hill, MD 21863
USA

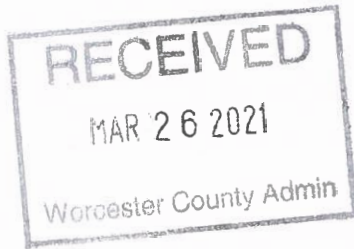
Customer ID	Customer PO	Payment Terms	
Worcester	Quote #Q2020EXA0316	30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Jim Z	Best Way		10/23/20

Quantity	Item	Description	Unit Price	Amount
1.00	9004000	Support, Essentials. Support Existing Exacom Recorder/Covers all hardware. Software Assurance is included. Support provided remotely via telephone and email. This warranty will auto renew annually. It will only cover Hardware until the end of 6th year from ship date unless HW refresh is done.	28,759.90	28,759.90
1.00		For System Serial Number(s): 2025 & 2026		
1.00		Period of Performance: 11/01/2020 - 10/31/2021		
1.00				
1.00				
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> Account # 100 .1102 .044 .6110 .083 </div>				

Subtotal	28,759.90
Sales Tax	
Freight	
Total Invoice Amount	28,759.90
Payment/Credit Applied	
TOTAL	28,759.90

Check/Credit Memo No:


THERE WILL BE A LATE FEE OF 2% PER MONTH ON ALL OVERDUE INVOICES.



EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services 

Re: Maryland 911 Board project approval #21-224

Date: 26 March 2021

The Department of Emergency Services is seeking authorization and permission to proceed with MD 911 Board Project #21-224 in the amount of \$3,077,731.77 to be reimbursed to the County for costs associated with obtaining a complete 911 Phone System Refresh upgrade. This will include and 5-year support contract which will cover critical spare parts to be onsite, upgrades a service plan, onsite support staff response with a 4-hour response requirement for our two Worcester County Centers along with the Maryland State Police Barrack, Berlin PD, Ocean City, Ocean Pines PD, and Pocomoke PD.

This project was a huge success for our county and all of our partners listed above to provide safety and security to all Worcester county Residents and Visitors.

I am available to answer any questions at your convenience.

Attachments (1)



Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

March 25, 2021

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER
McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Mr. Timothy Coale
Worcester Co. Dept. of Emerg. Serv.
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 21-224 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its March 25, 2021 meeting, to fund up to \$3,077,731.77 for 9-1-1 Phone System Refresh and Support (Project # 21-224), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
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 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 30, 2021

To: Harold Higgins, Chief Administrative Officer
 Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant *Kim Reynolds*

Subject: DHCD Emergency Rental Assistance Grant (ERAP)

Attached please find the Department of Housing and Community Development (DHCD) Emergency Rental Assistance Program Grant Agreement and attachments. This funding has been released by the U.S. Treasury through the American Rescue Plan Act. The Emergency Rental Assistance Program provides direct assistance and housing stability services to renters who are struggling to make payments for their rent and utilities. Assistance can be used for rental arrears, prospective rental payments, utility and home energy cost arrears, prospective utility and home energy costs related to housing incurred due, directly or indirectly to the pandemic.

Worcester County's has applied for the total maximum grant allowable to our jurisdiction which is \$6,465,772, of which 8% of the award will be used towards administrative costs to help each sub-recipient with staffing. This grant award will be split between our two sub-recipients: Worcester County Department of Social Services and Diakonia, Inc.

It is staff's recommendation that the Commissioners approve the grant agreement as requested and adopt the draft resolution.

EMERGENCY RENTAL ASSISTANCE PROGRAM
GRANT AGREEMENT
(ERAP)

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 17 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the "**Department**"), and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a **body politic and corporate** of the State of Maryland (F.I.D. 52-6001064) (the "**Grantee**").

RECITALS

WHEREAS, the Department receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, the Department distributes funding received for the Program to eligible recipients (the "**Grantees**"). The Grantees are authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the Grantee may distribute all or any portion of funding received under the Program to State of Maryland (the "**State**") nonprofit organizations or local government agencies providing services to eligible recipients of Program funds (the "**Subrecipients**") or directly to eligible households.

WHEREAS, Grantee has submitted an application (the "**Application**") or a plan (the "**Plan**") to the Department, and the Application or Plan, as applicable, describes certain activities which are eligible for funding under the Program.

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application or Plan, as applicable, the Department has approved a grant award to Grantee.

WHEREAS, the provisions of the Act, the Regulations, and the Department's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant; Department's Program Manager.

- a) The Department shall provide Grantee grant funds in an amount not to exceed Six Million, Four Hundred Sixty-Five Thousand, Seven Hundred Seventy-Two Dollars (**\$6,465,772**) (the "**Grant**"). Disbursement of the Grant is subject to the availability and receipt of grant funds from Treasury.
- b) Grantee shall use the Grant to carry out the approved activities described in the attached **Exhibit A** (the "**Project**"). Grantee certifies its activities are eligible activities as set forth in the Act.
- c) The Department designates the Program Manager to serve as the Department's program coordinator for this Agreement (the "**Program Manager**").

2) Intentionally deleted.3) Expenditure of the Grant.

- a) Grantee may use a portion of the Grant, as determined by the Department and in accordance with the Act, for its administrative expenses attributable to providing financial assistance and housing stability services as a direct cost. Grantee may not use the Grant for indirect costs and Grantee may not apply its negotiated indirect cost rate to the Grant.
- b) The expenditure period for the Grant (the "**Grant Period**") shall commence on February 1, 2021 and terminate on September 30, 2022 (the "**Termination Date**").
- c) All expenses related to approved activities which will be paid for with the proceeds of the Grant must be incurred during the Grant Period. The Department, in its sole discretion, may approve expenses incurred outside of the Grant Period.
- d) To ensure Grant funds are spent quickly on eligible activities, the following progressive expenditure deadlines and recapture provisions apply:
 - A. If the Grantee has not expended at least 50 percent (50%) of the Grant on or before July 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
 - B. If the Grantee has not expended at least 75 percent (75%) of the Grant on or before September 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
- e) Grantee shall return any Grant funds that have not been expended in accordance with Section 3 immediately to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unexpended funds as provided by Section 10.

4) Applicability to Subrecipients.

- a) In the event that the approved Grant activity is to be performed by a Subrecipient, the provisions of this Agreement, the Act, the Policy Guide, and the Regulations shall be binding on such Subrecipient. This shall be accomplished by written agreement between Grantee and the Subrecipient that includes, at a minimum, the provisions set forth in the attached **Exhibit B** (the “**Sample Subrecipient Agreement**”). Where the term “**Grantee**” appears in this Agreement it shall be interpreted to include any Subrecipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the Policy Guide, and the Regulations.
- b) If a Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

5) Disbursement.

- a) The Department, in its sole discretion, may disburse the Grant in advance of, or as reimbursement for, expenditures by Grantee for the approved activities upon receipt by the Department of a completed request for disbursement in the manner and form determined by the Department. A request for disbursement shall identify in detail all expenses incurred or to be incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses required by the Department. A request for reimbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities.
- b) **All requests for disbursement must be submitted to the Department on a monthly basis**, in the manner and form determined by the Department. Grantee shall submit a household applicant report (the “**Monthly Household Applicant Report**”) as an attachment to each request for disbursement.
- c) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - A. Grantee has failed to supply a material fact in a request for disbursement;
 - B. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - C. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Policy Guide; or

D. Grantee is in default under any other term or condition contained in this Agreement.

6) Records; Data Collection and Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Grantee shall provide the Program Manager with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Department upon request.
- b) Data Collection and Reporting Requirements.
 - A. Grantee shall, and shall require its Subrecipient(s) to, collect certain data from each household applicant in accordance with the Department's standards as described in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Grantee shall implement, and shall require its Subrecipient(s) to implement, sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Grantee will submit regular reports, including the Monthly Household Applicant Report, in the manner and form determined by the Department.
 - D. Grantee shall bear primary responsibility for the accuracy of all data submitted to the Department. If incorrect data is discovered post-submission, Grantee will notify the Department promptly in writing and resubmit corrected data in accordance with the time limits and requirements set forth in the Policy Guide.
 - E. The Grantee acknowledges that the Department has ownership of all information submitted to the Department.
 - F. In the event that the database into which the Grantee submits its data ceases to exist, the Grantee will be notified and provided reasonable time to access and save applicable statistical and frequency data. The aggregate data up to the point of termination may be either electronically or physically stored by the Department for future reference.
 - G. Grantee is responsible for meeting any additional reporting requirements that Treasury or the Department determine is necessary.
- c) Inspection. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform

program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by Treasury, the Department and the State with respect to the use of Grant funds.
- b) Grantee must notify and obtain written approval of the Program Manager for any change in the allocation of funds in the budget line items set forth in the Project. A written approval of a change in the budget from the Program Manager will not require an amendment to this Agreement, so long as the amount of the Grant does not change.
- c) Grantee shall establish a formal written process, satisfactory to the Department, to address the termination or denial of any assistance under the Program.
- d) Grantee and Subrecipients shall participate in all applicable required trainings offered by the Department in relation to the Program.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Insofar as the capacity of Grantee to carry out its obligation under this Agreement is concerned: (A) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (B) the execution and performance of this Agreement will not result in any such violation.
- d) A person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- e) The representations, statements, certifications and other matters contained in the

Application or the Plan, as applicable, are and remain true and complete in all material respects.

- f) Grantee has or shall comply with all special conditions set forth in the attached **Exhibit C**.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- h) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
- i) Any portion of the Grant which Grantee has given to a Subrecipient is being used and will continue to be used for eligible activities as set forth in the Act and Regulations.
- j) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
 - A. Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - B. Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - C. Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

9) Certifications Regarding the Program.

- a) Grantee will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program.
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as **Exhibit D**.

- c) Grantee will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and any related regulations, insofar as it is applicable to the Grantee and Subrecipients.
- d) In the event that Grantee or its Subrecipients provide direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.
- e) Grantee may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

10) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - A. Grantee fails to expend the Grant funds within the time frames set forth in Section 3;
 - B. There is any use of the Grant by Grantee, or any Subrecipient, for any purpose other than as authorized by the Act, the Regulations, the Policy Guide, and this Agreement, and as specifically described in the Project Description attached as **Exhibit A**; or
 - C. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application or Plan, as applicable.
- b) If a default described in Section 10(a)(A) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended within the time frames set forth in Section 3 of this Agreement.
- c) Other than as set forth in Section 10(b) of this Agreement, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have 30 days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 10(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.

- e) In the event of termination of the Agreement, whether due to default or otherwise:
 - A. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - B. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
 - f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
 - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 11) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “LGTC”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of the Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section 11.
- 12) Notice Regarding Disclosure of Information Relating to the Project.
- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
 - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
 - c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “PIA”). Information that may be

disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application or Plan, as applicable; a copy of the Application or Plan; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 13) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
 - a) Communications to the Department shall be mailed to:
ERAP Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
 - b) Communications to the Grantee shall be mailed to:
Kimberly Reynolds, Senior Budget Accountant
Worcester County Government
1 W Market Street, Room 1103
Snow Hill, Maryland 21863
- 14) Amendment. Other than as set forth in Section 7(b), this Agreement or any part hereof may be amended from time to time only by a written instrument executed by both of the parties.
- 15) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 16) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without giving effect to its conflict of laws provisions.
- 17) Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "**Effective Date**") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 18) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the

amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS, the parties hereto have caused this Emergency Rental Assistance Program Agreement to be executed under seal by its duly authorized officer(s) as of the Effective Date.

WITNESS/ATTEST:

County Commissioners of Worcester County,
Maryland

Witness Signature

By: _____ (SEAL)
Name: Joseph M. Mitrecic
Title: President, County Commissioners of
Worcester County, Maryland

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____ (SEAL)
Kenneth C. Holt
Secretary

Date Executed on behalf of Department
(Effective Date)

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Project
- Exhibit B - Sample Subrecipient Agreement (Executed Subrecipient Agreements to be maintained in Grantee's Records)
- Exhibit C - Special Conditions
- Exhibit D - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit E - Debarment Affidavit (for nonprofit organizations to complete)
- Exhibit F - Nonprofit Subrecipient Certifications (as applicable)
- Exhibit G - Subaward Data
- Exhibit H - Sample Corporate Resolution (for nonprofit organizations)

EXHIBIT B

**EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made this 6th day of April, 2021 by and between Diakonia, Inc., a **non profit 501(c)(3) organization** under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and the County Commissioners of Worcester County, Maryland, a **body politic and corporate** of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

- a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.
- b) Data Collection and Reporting Requirements.
 - A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants.

Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.
6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.
 7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.
 8. Subrecipient acknowledges that the Grantee has designated Diakonia, Inc. whose title and address are 12747 Old Bridge Road, Ocean City, Maryland 21842 to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.
 9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.
 10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.
 11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:
 - a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

County Commissioners of Worcester County, MD

Witness Signature

By: _____ (SEAL)
Signature

Name: Joseph M. Mitrecic
Title: President, County Commissioners of
Worcester County, MD

WITNESS/ATTEST:

Diakonia, Inc.

Witness Signature

By: _____ (SEAL)
Signature

Name: Bee Miller
Title: Executive Director

EXHIBIT B

**EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made this 6th day of April, 2021 by and between the Worcester County Department of Social Services, a **body politic and corporate** under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and the County Commissioners of Worcester County, Maryland, a **body politic and corporate** of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

c) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.

d) Data Collection and Reporting Requirements.

- A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
- B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
- C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- e) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- f) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- g) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants.

Any landlord requirements shall be set forth in the Policy Guide.

- h) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.
6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.
 7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.
 8. Subrecipient acknowledges that the Grantee has designated the Worcester County Department of Social Services whose title and address are 299 Commerce Street, PO Box 39, Snow Hill, Maryland 21863 to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.
 9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.
 10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.
 11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:
 - d) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - e) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- f) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

County Commissioners of Worcester County, MD

Witness Signature

By: _____ (SEAL)
Signature

Name: Joseph M. Mitrecic
Title: President, County Commissioners of
Worcester County, MD

WITNESS/ATTEST:

Worcester County Department of Social Services

Witness Signature

By: _____ (SEAL)
Signature

Name: Roberta Baldwin
Title: Director

EXHIBIT C

**EMERGENCY RENTAL ASSISTANCE PROGRAM –
SPECIAL CONDITIONS**

Grantee's Emergency Rental Assistance Program grant has been approved with the following conditions [if none, so state]: **NONE**

EXHIBIT D

**EMERGENCY RENTAL ASSISTANCE PROGRAM –
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

County Commissioners of Worcester County, Maryland

Full Name of the Grantee

By: _____

Authorized Signature for the Grantee

Date

Joseph M. Mitrecic, President

Printed Name and Title

EXHIBIT E

**EMERGENCY RENTAL ASSISTANCE PROGRAM
DEBARMENT AFFIDAVIT**

Intentionally left blank - not required for county governments.

EXHIBIT F

**EMERGENCY RENTAL ASSISTANCE PROGRAM
CERTIFICATION WITH RESPECT TO NONPROFIT SUBRECIPIENTS ("NPS")**

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPS's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPS is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPS has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPS, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPS or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPS.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE:

By: _____ (SEAL)

Name: Joseph M. Mitrecic

Title: President, County Commissioners of Worcester County, Maryland

Date

EXHIBIT G

FEDERAL AWARD IDENTIFICATION

1	Grantee (Sub-recipient) Name:	County Commissioners of Worcester County, Maryland
2	DHCD DUNS Number	028492598
	Sub-recipient DUNS Number	101119399
3	Federal Award Identification Number (FAIN)	ERA0386
4	Date of Award to DHCD by Treasury	1/25/2021
5	Sub-award Period of Performance Start Date & End Date	February 1, 2021 – September 30, 2022
6	Amount of Federal Funds Obligated by this Agreement to the Sub-recipient by DHCD	\$6,465,772
7	Total Amount of Federal Funds Obligated to the Sub-recipient by DHCD (Including the current Obligation) for Federal Fiscal Year 2021	
8	Federal Award Project Description	ERAP assist eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic. Financial assistance for eligible households includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic. Funds may also be used to provide housing stability services to eligible households, including case management, other services intended to keep households stably housed, and administrative costs.
9	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Contact Information for DHCD Awarding Official	Stuart Campbell, Director, Office of Community Services Programs 301-429-7516, stuart.campbell@maryland.gov
10	CFDA Name and Number	21.023 - Emergency Rental Assistance Program
	Dollar Amount Made Available under the Federal Award	\$212,915,269
11	Is the Federal Award for R&D?	No
12	DHCD's Indirect Cost Rate	N/A – Indirect Cost Not Allowed by Treasury
	Sub-recipient's Indirect Cost Rate for Federal Awards	N/A – Indirect Cost Not Allowed by Treasury

EXHIBIT H

SAMPLE CORPORATE RESOLUTION FOR NONPROFIT ORGANIZATIONS

Intentionally left blank - not required for county governments.

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 23, 2021

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (9), which have current or upcoming vacancies (13 total). I have circled the members whose terms have expired or will expire on each of these boards.

Page 2, List of Pending Board Appointments under each Commissioners name.

President Mitrecic - You have One (1) positions open:

- Marie Campione-Lawrence (**Resigned**) - replacement to the Social Services Advisory Board

Vice President Elder – You have one (1) reappointment needed:

- Michael Day to the Tourism Advisory Committee

Commissioner Bertino – You have six (6) reappointments needed:

- Jeff Knepper – passed – Ethics Board
- Donna Dillon to the Housing Review Board
- Cathy Gallagher to the Social Services Advisory Board
- Frederick Stiehl to the Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines
- Vanessa Alban to the Commission for Women

All Commissioners:

- Drug and Alcohol Abuse Council; (2 resignations: Ms. Nordstrom and Rev. D'Amario), (Passing of Dr. Cragway, Jr.), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer - (Business – Ocean Pines)
- **Solid Waste Advisory Committee** - letter from Town of Berlin (page 11), nominating **James Charles to replace Jamey Latchum - Town of Berlin 4-year**
- Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom

All District Appointments Received. Thank you!

District 2 - Purnell

All District Appointments Received. Thank you!

District 3 - Church

All District Appointments Received. Thank you!

District 4 - Eder

p. 12 - Tourism Advisory Committee (Michael Day) - 4-year

District 5 - Bertino

p. 3 Ethics Board - Passing of Jeff Knepper - 4-year
 p. 6 - Housing Review Board (Donna Dillon) - 3-year
 p. 8 - Social Services Advisory Board (Cathy Gallagher) - 3-year
 p. 13 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year
 p. 14 - Commission for Women (Vanessa Alban) - 3-year

District 6 - Bunting

All District Appointments Received. Thank you

District 7 - Mitrecic

p. 8 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

- p. 4 - (3) Drug and Alcohol Abuse Council; (2 resignations: Ms. Nordstrom and Rev. D'Amario), (Passing of Dr. Cragway, Jr.), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- p. 7 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer and- At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 10 - (1) **Solid Waste Advisory Committee - letter from Town of Berlin (page 11), nominating James Charles to replace Jamey Latchum - Town of Berlin 4-year**
- p. 13 - (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

ETHICS BOARD

ITEM 10

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: \$50 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>
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20, 20-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24

Prior Members: (Since 1972)

J.D. Quillin, III	Wallace D. Stein (02-08)
Charles Nelson	William Kuhn (90-09)
Garbriel Purnell	Walter Kissel (05-09)
Barbara Derrickson	Marion Chambers (07-11)
Henry P. Walters	Jay Knerr (11-14)
William Long	Robert I. Givens, Jr. (98-14)
L. Richard Phillips (93-98)	Diana Purnell (09-14)
Marigold Henry (94-98)	Kevin Douglas (08-16)
Louis Granados (94-99)	Lee W. Baker (08-16)
Kathy Phillips (90-00)	Richard Passwater (09-17)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

* = Appointed to fill an unexpired term

Updated: January 19, 2021
Printed: March 5, 2021

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: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
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>		
Donna Nordstrom	Knowledge of Substance Abuse Treatment	* 19-21
Rev. Matthew D'Amario	Knowledge of Substance Abuse Issues	*18-21
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 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

Resigned

Passed

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

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	Chief Kirk Daugherty -SHPD
Michael McDermott	Mike Shamburek - Hudson Health
Marion Butler, Jr.	Shirleen Church - BOE
Judge Richard Bloxom	Tracy Tilghman (14-15)
Paula Erdie	Marty Pusey (04-15)
Tom Cetola	Debbie Goeller
Gary James (04-08)	Peter Buesgens
Vickie Wrenn	Aaron Dale
Deborah Winder	Garry Mumford
Garry Mumford	Sharon Smith
Judge Theodore Eschenburg	Jennifer Standish
Andrea Hamilton	Karen Johnson (14-17)
Fannie Birkhead	Rev. Bill Sterling (13-17)
Sharon DeMar Reilly	Kat Gunby (16-18)
Lisa Gebhardt	William McDermott
Jenna Miller	Sheriff Reggie Mason
Dick Stegmaier	Colleen Wareing (*06-19)
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	

* Appointed to a partial term for proper staggering, or to fill a vacant term

HOUSING REVIEW BOARD

ITEM 10

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: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21
C. D. Hall	D-1, Nordstrom	Pocomoke	10-13-16-19, 19-22
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19, 19-22
Chase Church	D-3, Church	Ocean Pines	*19-20, 20-23
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Davida Washington	D-2, Purnell	Ocean Pines	*21-24

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00-20)
Patricia McMullen (00-02)	
William Merrill (90-01)	
Debbie Rogers (92-02)	
Wardie Jarvis, Jr. (96-03)	

* = Appointed to fill an unexpired term

Updated: February 16, 2021
Printed: March 5, 2021

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 10

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
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)

Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.
Act as liaison between Social Services Dept. and County Commissioners.
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

Resigned

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

ITEM 10

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thomes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: March 5, 2021

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: \$50 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 - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Gary Weber	Town of Snow Hill		20-24
Don Furbay	D-3, Church	Berlin	20-24

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)

Fred Joyner (99-03)
 Hugh McFadden (98-05)
 Dale Pruitt (97-05)
 Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)

Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)
 Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)
 Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenberg (*06-19)

* = Appointed to fill an unexpired term



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

March 15, 2021

Mayor

Zack Tyndall

Vice President

Dean Burrell

Council Members

Jay Knerr

Shaneka Nichols

Jack Orris

Troy Purnell

Worcester County Solid Waste

Attn: Mike Mitchell

7091 Central Site Lane

Newark, MD 21841

Re: Town of Berlin

Effective March 31, 2021 David Wheaton will be retiring as the Superintendent of Public Works and will be replaced by James "Jimmy" Charles.

Town Attorney

David Gaskill

Please add Mr. Charles as Berlin's designated representative for all commission meetings and grant the same authority that was granted to Mr. Wheaton related to all Solid Waste functions for the Town of Berlin.

Town Administrator

Jeffrey Fleetwood

Sincerely,



Jeff Fleetwood

Town Administrator

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Michael Day	D-4, Elder	Snow Hill	*19
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Church	West Ocean City	*16-20, 20-24

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	Isabel Morris (11-19)
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

Updated: December 1, 2020

Printed: March 5, 2021

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

ITEM 10

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: Expense allowance for meeting attendance as authorized in the budget.

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Bob Poremski	Ocean Pines	*17-19, 19-23

Resigned

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)

* = Appointed to fill an unexpired term

COMMISSION FOR WOMEN

ITEM 10

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: Liz Mumford and Tamara White, 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>
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Kimberly List	D-7, Mitrecic	Ocean City	18- 21
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Kelly O'Keane	Health Department		17-20, 20-23

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
Helen Henson^c (95-97)
Barbara Beaubien^c (95-97)
Sandy Wilkinson^c (95-97)
Helen Fisher^c (95-98)
Bernard Bond^c (95-98)
Jo Campbell^c (95-98)
Karen Holck^c (95-98)
Judy Boggs^c (95-98)
Mary Elizabeth Fears^c (95-98)
Pamela McCabe^c (95-98)
Teresa Hammerbacher^c (95-98)
Bonnie Platter (98-00)
Marie Velong^c (95-99)

Carole P. Voss (98-00)
Martha Bennett (97-00)
Patricia Ilczuk-Lavanceau (98-99)
Lil Wilkinson (00-01)
Diana Purnell^c (95-01)
Colleen McGuire (99-01)
Wendy Boggs McGill (00-02)
Lynne Boyd (98-01)
Barbara Trader^c (95-02)
Heather Cook (01-02)
Vyoletus Ayres (98-03)
Terri Taylor (01-03)
Christine Selzer (03)
Linda C. Busick (00-03)

Gloria Bassich (98-03)
Carolyn Porter (01-04)
Martha Pusey (97-03)
Teole Brittingham (97-04)
Catherine W. Stevens (02-04)
Hattie Beckwith (00-04)
Mary Ann Bennett (98-04)
Rita Vaeth (03-04)
Sharyn O'Hare (97-04)
Patricia Layman (04-05)
Mary M. Walker (03-05)
Norma Polk Miles (03-05)
Roseann Bridgman (03-06)
Sharon Landis (03-06)

* = Appointed to fill an unexpired term

^c = Charter member

Dr. Mary Dale Craig (02-06)
 Dee Shorts (04-07)
 Ellen Payne (01-07)
 Mary Beth Quillen (05-08)
 Marge SeBour (06-08)
 Meg Gerety (04-07)
 Linda Dearing (02-08)
 Angela Hayes (08)
 Susan Schwarten (04-08)
 Marilyn James (06-08)
 Merilee Horvat (06-09)
 Jody Falter (06-09)
 Kathy Muncy (08-09)
 Germaine Smith Garner (03-09)
 Nancy Howard (09-10)
 Barbara Witherow (07-10)
 Doris Moxley (04-10)
 Evelyne Tyndall (07-10)
 Sharone Grant (03-10)
 Lorraine Fasciocco (07-10)
 Kay Cardinale (08-10)
 Rita Lawson (05-11)
 Cindi McQuay (10-11)
 Linda Skidmore (05-11)
 Kutresa Lankford-Purnell (10-11)
 Monna Van Ess (08-11)
 Barbara Passwater (09-12)
 Cassandra Rox (11-12)
 Diane McGraw (08-12)
 Dawn Jones (09-12)
 Cheryl K. Jacobs (11)
 Doris Moxley (10-13)
 Kutresa Lankford-Purnell (10-12)
 Terry Edwards (10-13)
 Dr. Donna Main (10-13)
 Beverly Thomas (10-13)
 Caroline Bloxom (14)
 Tracy Tilghman (11-14)
 Joan Gentile (12-14)
 Carolyn Dorman (13-16)
 Arlene Page (12-15)
 Shirley Dale (12-16)
 Dawn Cordrey Hodge (13-16)
 Carol Rose (14-16)
 Mary Beth Quillen (13-16)
 Debbie Farlow (13-17)
 Corporal Lisa Maurer (13-17)
 Laura McDermott (11-16)
 Charlotte Cathell (09-17)
 Eloise Henry-Gordy (08-17)

Michelle Bankert *(14-18)
 Nancy Fortney (12-18)
 Cristi Graham (17-18)
 Alice Jean Ennis (14-17)
 Lauren Mathias Williams *(16-18)
 Teola Brittingham *(16-18)
 Jeannine Jerscheid *(18-19)
 Shannon Chapman *(17-19)
 Julie Phillips (13-19)
 Bess Cropper (15-19)
 Kelly Riwniak *(19-20)

* = Appointed to fill an unexpired term

^c = Charter member

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



COMMISSIONERS
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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

To: Commissioners

From: Harold Higgins

Date: March 30, 2021

RE: Lions Club Lease

Attached for review and approval is a one-year lease with the Berlin Lions Club for the fields located on their property next to the County's facility in Berlin. The one-year term is intended to provide the Lions Club, the County, and all interested parties to negotiate a long-term solution for the use of the fields.

LeaseLand and Improvements

THIS LEASE, made this ____ day of March, 2021, by and between LIONS DEN INCORPORATED, hereinafter referred to as “Landlord” and COUNTY COMMISSIONERS OF WORCESTER COUNTY, hereinafter referred to as “Tenant”, and shall include their respective heirs, successors and assigns, witnesseth;

In consideration of the premises, the mutual covenants herein contained, and the rents hereinafter reserved, it is hereby mutually agreed by the parties hereto as follows:

1. Demised Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and leases from Landlord, the premises described as follows:

ALL that lot or parcel of land lying and being situate in the Third Election District of Worcester County owned by Lions Den, Inc., and said property being designated as Tax Map 32, Parcel 7, excluding the “Lions Den Clubhouse Lot” which is generally south of the access road extending westerly from U.S. 113 to other property owned by the County Commissioners of Worcester County, and, said leased property including the right of access along the outlet road west to the parking area utilized by the northern Worcester Athletic Complex; and said leased property to include the five acre area lying to the south of the “Lions Den Clubhouse Lot” with the specific notation that the five acre parcel is leased under a farm lease which is valid through the 2021 growing season, and, unless notice is given on or before July 1, 2021, the farm tenancy would continue through 2022. It is the intention to lease all of the property owned by Lions Den Inc., exclusive of the “Lions Den Clubhouse Lot” and subject to the farm lease referred to herein. The wester boundary of the property is the eastern line of the lands of County Commissioners as described in that certain deed recorded among the Land Records of Worcester County, Maryland

in Liber 1810, folio 540, and said county property being also described on a certain Forest Conservation Easement Plat of the lands of North Worcester Athletic Complex prepared by George E. Young III P.C., and recorded among the aforesaid Land Records in Plat Book 234, page 65. The Demised Premises are illustrated by the attached Exhibit A.

2. Lease Term. The term of this lease shall begin on the date hereof and shall run for a period of one year from the commencement date.

3. Commencement Date. The commencement date shall be the date hereof.

4. Rent. Tenant covenants to pay to Landlord the sum of Fifty Thousand Dollars, (\$50,000.00) payable upon the execution of this Lease Agreement. If the parties agree to a sale of the premises within a year of the Commencement Date, Tenant will receive a credit toward the purchase price equal to the amount of the Rent.

(a) Tenant shall be responsible for real estate taxes assessed on account of the demised premises and all improvements. Such taxes shall be paid or provided for withing thirty (30) days of notification by Landlord to Tenant of Tenant's liability. Landlord's determination as to amount due shall be reasonable and subject to review by Tenant.

5. Use. The premises shall be used for a recreational park for youth activities and for no other purpose. In addition, the following restrictions, conditions and agreements shall comply:

(a) The present driveway from U.S. Route 113 to the clubhouse which terminates in a circle shall be available for use by both Tenant and Landlord, provided that Landlord may limit use of the southerly half of the loop.

(b) No alcoholic beverages shall be permitted on the leased premises at any time.

(c) The leased premises will be used exclusively for playing fields for youth

activities and for no other purpose without the consent of Landlord.

(d) The Tenant shall, if required by Landlord, erect fencing or landscaping of a type reasonably agreed upon by both parties to separate the reserved parcel from the balances of the property.

(e) The Tenant may make improvements to the leased parcel by way of playing fields, ancillary buildings, grandstands, fences, goalposts, goals and the like.

6. Care of Premises. Tenant shall not perform any acts or carry on any practices that may injure the buildings and improvements or the demised premises or be a nuisance, and shall keep the premises and all adjacent areas under its control clean and from accumulated trash, at all times, and in all respects, Tenant shall comply with all requirements of law applicable to the demised premises. Tenant shall be responsible for the proper maintenance of all improvements to the property during the term of the lease.

7. Surrender of Demised Premises. At the expiration or termination of the tenancy hereby created, Tenant shall surrender the demised premises in good condition, broom clean, reasonable wear and tear expected, and shall surrender all keys to the Landlord.

8. Removal of Equipment by Tenant.

At the expiration or termination of this Lease, Tenant may promptly remove all of its equipment, placed upon the demised premises by Tenant; and Tenant may restore the demised premises to the condition in which they existed prior to their installation, reasonable wear and tear expected.

9. Insurance. Tenant shall not conduct any activity on the premises which would in any way impair or invalidate any insurance policy carried by Landlord.

10. Covenant to Hold Harmless. Tenant agrees to indemnify and save Landlord

harmless against and from any and all claims, damages, costs, and expenses, arising from the conduct or management of the business conducted in the demised premises or from any breach or default on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act of Tenant, its agents, contractors, employees, sublessees, customers, invitees or licensees, in or about the premises. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

11. Assignment or Subletting. Tenant agrees not to sell, assign, or in any manner transfer this Lease, nor to sublet the demised premises or any part or parts thereof without the previous written consent of Landlord. Consent of Landlord in any one instance shall not be a waiver of Landlord's rights under this paragraph as to any subsequent instances, Landlord's rights to assign this Lease are and shall remain unqualified.

12. Access to Premises. Landlord reserves the right to enter upon the demised premises at all reasonable hours.

13. Utilities. Tenant shall pay for all heat, gas, water, telephone, electricity and sewer services including without limitation maintenance and repair of such services used in the demised premises.

14. Standard of Landlord's Discretion. Any discretionary act permitted of Landlord hereunder shall be taken reasonable.

15. Notices. Any notice or demand required or permitted under this Lease shall be in writing and shall be given personally, or sent by registered or certified mail to Tenant and to Landlord, at the addresses listed below. Notices given in accordance with these provisions shall be deemed given when mailed.

Landlord: Lions Den, Inc.
P.O. Box 213
Berlin, MD 21811

Tenant: County Commissioners of
Worcester County, Room 1103
Government Office Building
One West Market Street
Snow Hill, MD 21863

16. Entire Agreement. This Lease contains the entire agreement between the parties Hereto with respect to the subject matter hereof, and each party hereby acknowledges that it did not, in entering into this Lease, rely upon any representations or promises made by or on behalf of the other except as expressly set forth herein. Landlord and Tenant hereby waive trial by jury in any action or proceeding brought by either of them against any matters whatsoever arising out of, under or by virtue of the terms of this Lease.

17. Successors and Assigns. The terms, covenants, and conditions hereof shall be binding upon and insure to the successors in interest and assigns of the parties hereto.

ATTEST:

LIONS DEN, INCORPORATED:

By: _____ (SEAL)
Jack E. Mumford, III, President

COUNTY COMMISSIONERS OF WORCESTER
COUNTY:

Harold Higgins,
Chief Admin. Officer

By: _____ (SEAL)
Joseph M. Mitrecic, President



Worcester County Maryland

Berlin Lions Club
TM: 32 Parcel: 0007
9039 Worcester Hwy

- Property Line
- Field
- Clubhouse

Department of Development Review and Permitting Technical Services Division

N Drawn By: MDD Reviewed By: KLH
0 200
Feet

1 inch = 200 feet
Map prepared on March 24, 2021.

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



COMMISSIONERS
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CHIEF ADMINISTRATIVE OFFICER
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COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 23, 2021

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kathy Whited, Budget Officer *Kathy*
RE: Royal Plus LLC – Warehouse Rental Agreement Board of Elections

The warehouse rental agreement between the County and Royal Plus LLC at 201 Belt Street, Snow Hill, MD on behalf of the Worcester County Board of Elections is set to expire on May 15, 2021. The agreement term, item #2, provides a one-year optional renewal which would extend from May 15, 2021 to May 15, 2022. The budget for FY2021 and FY2022 includes rent and utilities to cover the extension of the one-year option.

We are requesting approval to renew the lease on behalf of the Worcester County Board of Elections and are available for any questions you may have.

Attachment: Warehouse Rental Agreement

Kjw: H:\21 Audit\Royal Plus rental agreement Board of Elections.docx

WAREHOUSE RENTAL AGREEMENT

THIS WAREHOUSE RENTAL AGREEMENT ("Agreement") is made this 15th day of May, 2018 by and between **Royal Plus LLC** with an address of **201 Belt Street, Snow Hill, MD 21863**, (the "Landlord"), and the County Commissioners of Worcester County, Maryland on behalf of the Worcester County Board of Elections, with an address of One West Market Street, Room 1103, Snow Hill, Maryland 21863, (the "Tenant"), and herein after referred to collectively as the "Parties". In consideration of the mutual covenants set forth below, the Parties agree as follows:

1. **THE PREMISES:** Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, premises located at: **201 Belt Street, Snow Hill, MD 21863**, consisting of approximately 5,000 square feet consisting of area represented as Suite "C" on the attached layout and incorporated hereto.
2. **TERM:** Landlord and Tenant agree that the term of this Agreement ("Term") shall be three years, with the option for two one year renewals commencing on May 15, 2018 (the "Commencement Date").
3. **POSSESSION:** Exclusive possession of the Premises shall be granted to Tenant on the Commencement Date. At all times during the term of this Agreement, Landlord shall cause the Premises to be secure from entry by any person or entity other than Tenant except in strict conformance with this Agreement. The Premises shall be delivered to Tenant broom-clean and vacant. Tenant shall also have the right to take a narrated video of the Premises. Landlord shall have removed all personal property, if any, prior to delivery of the Premises for possession by Tenant on beginning date.
4. **RENTAL:** Tenant agrees to pay to Landlord, at the address indicated below, and Landlord agrees to accept from Tenant, a check in the amount of **\$6,133.33 per month**, paid no later than five (5) days after commencement of the term and possession of the Premises by the Tenant (the "Rent"). Tenant shall deliver rent payments to Landlord at the address set forth in Section 17 below monthly by the 1st of each month. Either Party can terminate this Agreement with 180 days' notice.
5. **UTILITIES:** Landlord agrees that all gas/electric used by Tenant upon or within the Premises during the Term of the Agreement shall be paid at a yearly rate of \$1.75 per square foot, thus the yearly electrical bill shall be \$8,750. Tenant must obtain their own Comcast account for Internet and phones. Trash removal is solely up to the Tenant. There is no use of Royal Plus dumpsters.

6. **USE:** Tenant shall use the Premises for the Board of Elections' office and warehousing. The Premises shall not be used in any way whatsoever by Tenant or Landlord as a public warehouse. The Premises are properly zoned, permitted, equipped, and appropriate for Tenant's use. The Premises is equipped with a sufficient number of working fire extinguishers, which are conspicuously marked, and a commercial sprinkler system. The Premises meets applicable local fire code requirements. All fire risers have current data plates and are readily accessible.
7. **DESTRUCTION OR DAMAGE OF PROPERTY:** If the Premises becomes untenable due to fire, storm, earthquake or other casualty not the fault of Tenant, this Agreement shall terminate as of the date of such destruction or damage, unless Landlord repairs the Premises within forty-five (45) days of such destruction or damage, and Tenant shall have the right to remove its property from the Premises.
8. **PROPERTY LOSS:** Landlord shall not be liable for damage to Tenant's property, unless caused by Landlord's negligence. Tenant shall not be liable for any personal property which Landlord may have left on the Premises after the Commencement Date.
9. **INDEMNIFICATION:** To the extent permitted by law, Tenant agrees to indemnify and save Landlord harmless against and from any bodily injury or property damage claims, arising from the conduct or management of the business conducted by Tenant in the Premises or from any act of negligence of Tenant, its agents, contractors, employees, or licensees in or about the Premises. Said indemnification by Tenant does not apply to bodily injury or property damage caused by the negligence of Landlord, its agents, contractors, servants, employees, sub-lessees or licensees
10. **MAINTENANCE:** Landlord shall monitor and keep the following in good repair and appropriate for Tenant's intended use: roof, exterior walls, sewer, existing plumbing, including sprinkler system, windows and window glass, driveways, parking areas, and sidewalks. Landlord shall maintain the building in good repair as to have no effect on the Premises.
11. **INSURANCE:** The materials placed by Tenant in the Premises shall at all times be the property of Tenant and Tenant shall provide its own insurance on same in such manner and upon such conditions as Tenant may desire for its own benefit and protection, and at its own expense. Tenant may self-insure for any insurance obligations described herein. Landlord agrees that it shall be responsible for maintaining insurance on the Property at all times during the term of this Agreement in amounts sufficient to protect property and persons, but not including Tenant's personal property.
12. **ASSIGNMENT AND SUBLETTING:** It is understood and agreed that this Agreement is entered into by the parties for their respective mutual benefit. It is agreed that neither party shall assign or sublet nor permit any transfer by operation of law or otherwise of any or all of its rights and duties hereunder without the prior written approval of the other party. Neither party shall unreasonably withhold such approval.

13. **TAXES:** Landlord shall pay all taxes and comply with all laws and governmental regulations relating to the ownership of the Premises. If any taxes are assessed against the personal property of Tenant, such portion of the tax attributable to the personal property shall be paid by Tenant upon written notification and receipt of proper supporting documentation.
14. **DEFAULT:** If default shall at any time be made by Landlord with respect to any covenant, agreement or condition contained herein, and such default shall continue for a period of more than ninety (90) days after receipt of notification by Tenant to Landlord, Tenant shall have the right to terminate the Agreement with no further obligations or liabilities on the part of Tenant. If for any reason this Agreement should terminate prior to the end of the Term, Landlord shall reimburse Tenant any rent paid in advance of the early termination date.
15. **LANDLORD RIGHT OF ENTRY:** Landlord or Landlord's agents may enter the Premises at reasonable times to make repairs, so long as a member of the Tenant's team is present, and so long as at least seventy-two (72) hours prior notice is given to Tenant. Landlord recognizes and acknowledges that Tenant is leasing a secure office and warehouse facility. Notice of entry by the Landlord shall be waived only in the event of an emergency repair.
16. **NOTICES:** Any notice given under this Agreement shall be in writing and shall be addressed to the party to whom the notice is given at its address shown below or at such address as the party shall furnish in writing to the other party. All notices to be sent via certified mail, or via overnight mail. Until changed, the address of Landlord shall be as follows:

Royal Plus LLC
201 Belt Street
Snow Hill, MD, 21863
Phone & Fax#: (443) 783-1373 & (410) 632-2005
Matt Odachowski
matt@royalplus.com
Denise Odachowski
denise@royalplus.com

Fed. Tax ID# 20-8458648
Landlord's Warehouse Contact Person and Phone#: Donna Levin (443) 783-1092

The address of Tenant shall be as follows:

One West Market Street, Room 1103
Snow Hill, Maryland 21863

17. **GOVERNING LAW:** This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Maryland where the Premises is located without reference to its choice of law rules.

18. **COMPLIANCE:** During the term of this Agreement, Landlord shall fully comply with all applicable State laws, rules and regulations, including without limitation those related to storm water and irrigation. Landlord warrants and represents that upon delivery and throughout the Term of this Agreement, the Premises will be and Landlord will maintain the same in compliance with all applicable State, and local codes. Landlord expressly agrees to install and maintain emergency signage on any and all exit doors as required and in compliance with all applicable State and local codes. Landlord shall complete and return with this signed Agreement the W- 9 Request for Taxpayer Identification Number and Certification.
19. **HAZARDOUS MATERIALS:** Landlord warrants and represents that the Premises is in compliance with environmental laws and regulations. Prior to delivering possession of the Premises to Tenant, Landlord shall remove any hazardous materials from the leased portion of the property. As used herein, "hazardous material" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government, or poses a threat to human health or the environment. "Hazardous material" includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum. Hazardous material contained in products used by Tenant and Landlord in de-minimum quantities for (1) ordinary cleaning and (2) propane for its forklift shall be permitted in the Premises for the purposes of this Agreement.
20. **ANNUAL BUDEGT:** Tenant's liability under or arising out of this Agreement shall be subject to annual budget appropriation and strictly conditioned thereon.
21. **COUNTERPARTS:** This Agreement may be executed and delivered in one or more counterparts, with each counterpart constituting an original, but all of which together constituting one and the same instrument. Facsimile and/or PDF signatures will be deemed equivalent to original signatures for purposes of this Agreement.
22. **ILLEGALITY OF PERFORMANCE:** If for any reason this Agreement or the entering into it by Tenant is determined to be illegal, ultra-vires or not in accordance with the law by Tenant then at Tenant's sole discretion and in good faith, Tenant may terminate this Agreement immediately.
23. **IMMUNITY/LIMITATION ON ACTIONS AGAINST TENANT:** Nothing in this Agreement nor any agreement or any amendment to it shall constitute or be construed as a waiver of whatever immunities or limitations of liability that the Tenant may have in accordance with law, including public general law or public local law. No money judgement exceeding the actual amount of rent owed by Tenant under this Agreement may be obtained by Landlord. No action may be brought with respect to this Agreement other than in the appropriate State court in Worcester County, Maryland. Landlord hereby consents and agrees to such provision and further waives Landlord's right to jury trial in any action relating to this Agreement. Landlord's liability under this Agreement shall be in no way limited. Tenant has entered into this Agreement in the capacity stated. No individual elected County


Commissioner, contractor, employee, agent, or servant of Tenant shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the Tenant, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this provision. The limitation of liability to Tenant hereunder shall be contractual and Landlord hereby agrees that such limitation is fair and equitable under the totality of the circumstances of this Agreement.

24. **BINDING:** This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.
25. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understanding or written or oral agreements between them respecting the subject matter within it.

IN WITNESS WHEREOF, Landlord and Tenant have set their hand(s) and seals(s).

LANDLORD:

Royal Plus, LLC.

By: 
Matthew J. Odachowski, Managing Member

Date

TENANT:

By: 
Diana Purnell, President

County Commissioners of Worcester County, Maryland

Date:

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



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OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 23, 2021

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

TO: Worcester County Commissioners
 FROM: Harold L. Higgins, Chief Administrative Officer
 Kathy Whited, Budget Officer *Kathy*
 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 during the week of April 22, 2021. Additional language is now allowed due to COVID-19 and the proposal for holding public hearings through video/audio conferences, email and written comments. 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 FY2022 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 increase could be \$0.8374 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 \$.845 which is 0.9% higher than the constant yield tax rate and will generate \$1,242,733 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 2021 Constant Yield Tax Rate Certification

Kjw\H:\FY22 Budget\FY22 Constant Yield Ad\Constant yield tax rate comm 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.

DRAFT

1. For the tax year beginning July 1, 2021, the estimated real property assessable base will increase by 0.9% from \$16,218,337,542 to \$16,365,406,574.

2. If Worcester County maintains the current tax rate of \$0.845 per \$100 of assessment, real property tax revenues will increase by 0.9% resulting in \$1,242,733 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 \$0.8374, 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 0.9% higher than the constant yield tax rate and will generate \$1,242,733 in additional real 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 4, 2021 at the Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

Due to the COVID-19 pandemic and social distancing considerations, the number of attendees in the room may be limited. 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 3, 2021 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863.

DRAFT

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 or wanting additional information regarding this hearing may call (410) 632-1194.

State of Maryland

Department of Assessments and Taxation

February 14, 2021

2021 Constant Yield Tax Rate Certification

Taxing authority: **Worcester
County**

1	1-Jul-2020	Gross assessable real property base	\$	16,361,540,340
2	1-Jul-2020	Homestead Tax Credit	-	143,202,798
3	1-Jul-2020	Net assessable real property base		16,218,337,542
4	1-Jul-2020	Actual local tax rate (per \$100)	x	0.8450
5	1-Jul-2020	Potential revenue	\$	137,044,952
6	1-Jul-2021	Estimated assessable base	\$	16,624,627,524
7	1-Jan-2021	Half year new construction	-	30,145,550
8	1-Jul-2021	Estimated full year new construction*	-	32,637,000
9	1-Jul-2021	Estimated abatements and deletions**	-	196,438,400
10	1-Jul-2021	Net assessable real property base	\$	16,365,406,574
11	1-Jul-2020	Potential revenue	\$	137,044,952
12	1-Jul-2021	Net assessable real property base	÷	16,365,406,574
13	1-Jul-2021	Constant yield tax rate	\$	0.8374

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2021, including Homestead Tax Credit.

Form CYTR #1

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND

21863-1195
 March 23, 2021

TO: Worcester County Commissioners
 FROM: Harold L. Higgins, Chief Administrative Officer
 Kathy Whited, Budget Officer *Kathy*
 RE: FY2022 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 FY2022 Operating Budget. The meeting will be held at the Government Center and due to the COVID-19 pandemic and social distancing considerations, the number of attendees in the room may be limited.

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 wchearing@co.worcester.md.us or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 3, 2021 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 4, 2021
 WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD

The advertisement for the Notice of Public Hearing FY2022 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 22 and April 29, 2021.

Attachment: Notice of Public Hearing
 Kjh\H:\FY22 Budget\FY22 public hearing ad\FY22 requested budget ad comm memo.docx

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING
FY 2022 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2022 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. Due to the COVID-19 pandemic and social distancing considerations, the number of attendees in the room may be limited. 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 3, 2021 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 4, 2021
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$8,013,513. 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	\$ 148,203,984	Licenses & Permits	2,404,376
Income Taxes	30,000,000	Charges for Services	2,942,095
Other Local Taxes	16,811,000	Fines & Forfeits	29,000
State Shared	2,469,458	Interest	200,000
Federal Grants	532,473	Misc/Sale of Assets/& Other	358,843
State Grants	4,139,878	Transfers In – Casino/Local Impact Grant Funds	2,500,100

TOTAL ESTIMATED REVENUES \$210,591,207

GENERAL FUND REQUESTED EXPENDITURES

	Requested Budget		Requested Budget
Board of Education: Operating Expenses Debt Payments to be paid on behalf	\$ 96,734,075 12,469,356	Library	2,794,287
Boat Landings	387,155	Maintenance	1,397,168
Circuit Court	1,345,533	Mosquito Control	225,083
Commission On Aging	1,603,783	Natural Resources	510,254
County Administration	1,014,806	Orphan's Court	28,900
Debt Service (less Education Debt)	1,218,575	Other General Government	2,757,069
Development Review & Permitting	1,907,524	Other General Government: (State Dept. of Assessment Operating Exp)	662,528
Economic Development	367,927	Parks	1,093,181
Elections	1,267,156	Public Works Administration	564,056
Emergency Services	3,809,561	Recreation	2,321,627
Environmental Programs	1,544,806	Recreation & Culture	100,001
Extension Office	206,217	Recycling	863,987
Fire Marshal	575,855	Roads	4,024,926
Grants to Towns	7,153,591	Sheriff	9,741,098
Health Department	5,676,975	Social Service Groups	1,103,768
Homeowner Convenience Centers	805,980	State's Attorney	1,707,745
Human Resources	488,316	Taxes Shared w/ Towns	2,642,357
Information Technology	557,847	Tourism	1,298,131
Insurance & Benefits: (Includes OPEB-all employees)	23,375,170	Treasurer	1,237,130
Interfund Transfer Out - Reserve Fund	520,300	Vol. Fire Co. & Ambulance Co.	8,402,603
Jail	9,568,071	Wor-Wic Community College	2,530,242


TOTAL REQUESTED EXPENDITURES \$218,604,720



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Request for Release of Forest Conservation Easement and Stormwater Management Inspection & Maintenance Agreement
Former Bay Club Golf Course, Berlin, MD

Date: March 26, 2021

The Maryland Board of Public Works (BPW) approved the purchase of the former Bay Club Golf Course property on Libertytown Road, just west of the Town of Berlin. The golf course will be converted to additional timber lands and a trail park system managed by the Maryland Department of Natural Resources (DNR). The property includes two (2) parcels, totaling 672.92 +/- acres of land. As part of the settlement, DNR required that both the Forest Conservation Easement and Stormwater Management & Inspection & Maintenance Agreement removed from the property.

As the attached memorandum from Mr. Bradford details, these requirements typically run with the land in perpetuity, even with ownership changes. Forestry easement releases have been done in conjunction with development plan changes. Due to our need to have access to assure our drainage areas function properly, the extinguishment of the stormwater agreement was a different matter altogether. Staff worked with the County Attorney and DNR staff to come to an acceptable solution to terminate this agreement, which was reviewed and approved by the Assistant Attorney General within their agency. The attached letter from DNR spells out their ditch maintenance responsibilities to make sure the drainage network functions and does not negatively impact the neighboring properties. The Maryland Department of Environment (MDE) will provide oversight and plan review and approval for any future work on the property that would require stormwater or sediment and erosion control components.

Accordingly, staff would respectfully recommend the County Commissioners authorize President Mitrecic to sign the Forest Conservation Easement and Stormwater Management Inspection &

Citizens and Government Working Together

Maintenance Agreement release documents. Those agreements are attached and the Forestry Easement needs Mr. Higgins to witness and also needs a notary seal.

If you have any questions or need any additional information, please do not hesitate to ask. David and will be available to answer any questions the Commissioners may have on this item.

Attachment

cc: Roscoe Leslie
David Bradford
Jenelle Gerthoffer
Katherine Munson





Worcester County
Department of Environmental Programs

Memorandum

To: Robert J. Mitchell, Director

From: David M. Bradford, Jr., Deputy Director *DMB*

Subject: Bay Club Golf Course - Request for release of Forest Conservation Easement and Stormwater Management Inspection & Maintenance Agreement

Date: February 24, 2021

As you are aware, the Maryland Department of Natural Resources (DNR) has been working with Carl M. Freeman Development LLC and Bay Club LLC on the potential acquisition of the former Bay Club Golf Course and an adjoining undeveloped agricultural parcel. This purchase consists of 672.92+/- acres which is made up by two parcels identified within Tax Map 24 Parcel 114 (Golf Course 437.04 acres) and Tax Map 24 Parcel 24 (Agricultural Parcel 235.88 acres). As mentioned within DNR's attached letter, they are proposing to purchase this property with the intent of reforesting the entire open space areas and also provide opportunities for passive recreational activities on the parcels.

As a prerequisite for DNR to settle on these parcels, they have made a request to us to have both the Forest Conservation Easement and Stormwater Management Inspection & Maintenance Agreement removed from the property. These state mandated requirements were established during the time of permitting and at time of golf course construction and typically run with the land for perpetuity regardless of ownership changes over the years.

County staff has processed a handful of Forest Conservation Easement releases over the years on various types of parcels when development plans have changed such as abandoning a subdivision or reforesting a formerly developed site. Based upon the plans and proposals that we have been provided from DNR, we feel that the release of this easement is appropriate and recommend approval of their request. Our standard release document is attached to this memo and will need to be signed by Commissioner President Mitrecic. We also will require an updated plat to be prepared by the owner and recorded within the land records to illustrate the removal of the easement onsite.

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012

With regards to the extinguishment of the Stormwater Management Inspection & Maintenance Agreement, this is a bit more complex as they are typically not released and remain active for perpetuity. As you are aware, these agreements are paramount in our Stormwater Management program to ensure that we can have access to perform inspection and maintenance duties to ensure our drainage networks and stormwater management facilities are operating as designed. It also gives us the legal ability to require a property owner to perform maintenance and repairs when we observe problems onsite. The County Attorney and I have had multiple discussions with DNR staff and have collectively come to an acceptable agreement with regards to the extinguishment of this agreement. As written within their attached letter, DNR will continue to maintain all existing drainage patterns and stormwater facilities to ensure they function and not impact any adjoining properties. If future work prompts the applicability of stormwater management or erosion and sediment control, oversight and approval will be provided by Maryland Department of the Environment (MDE). Given these items, we feel comfortable releasing this agreement. We have drafted a release document to extinguish this agreement and has been reviewed and accepted by DNR and Office of the Attorney General. This document will need to be signed by Commissioner President Mitrecic and will also be recorded within the land records.

Both of these release documents will not be executed until settlement.

I will be available for any questions during the Commissioner's meeting.

Enclosures:

- DNR request letter dated 2/16/21
- MD BPW approval to purchase dated 11/18/20
- Forest Conservation Easement Release Document
- Forest Conservation Plat illustrating existing FCA easement
- Stormwater Management Inspection & Maintenance Release Document
- Existing Stormwater Management Inspection & Maintenance Agreement

Cc: Roscoe Leslie, County Attorney
Jenelle Gerthoffer, NR Administrator
Katherine Munson, Planner V (email)

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012



Larry Hogan, Governor
 Boyd Rutherford, Lt. Governor
 Jeannie Haddaway-Riccio, Secretary

February 16, 2021

David Bradford, P.E.
 Deputy Director
 Department of Environmental Programs
 6113 Timmons Road
 Snow Hill, Maryland 21863

Re: Bay Club Property

Dear Mr. Bradford

The Department of Natural Resources (DNR) is working to acquire the Bay Club, LLC property that currently encompasses the Bay Club Golf Course on Libertytown Road near Berlin. The property received Board of Public Works approval at their meeting on November 4, 2020. See attached Item.

Worcester County entered into a Stormwater Management Inspection and Maintenance Agreement with Haley-Majewski Enterprises, the owner of the property who constructed the Bay Club Golf Course, dated June 2, 1997 and recorded among the land Records of Worcester County at Liber 2416, Folio 241. DNR is purchasing the property with the intent of reforesting the entire open space into a sustainable forest. The forestry operation will take all open space lands back to a wooded condition which will reduce the need for stormwater management facilities to maintain any increased flow that would have been associated with the construction of the golf course.

Under COMAR regulations, all stormwater management or sediment control plans for projects on DNR lands are reviewed and approved by Maryland Department of the Environment. DNR is bound by the 2000 Maryland Stormwater Design Manual Volumes I & II, as amended, and has the same maintenance responsibilities as noted within the County Agreement with MDE as the permitting agency. DNR is working with the seller in their request to vacate the existing Stormwater Management Inspection and Maintenance Agreement before transferring the property to DNR.

Any future improvements to the property other than the forestry operation will be required to meet all stormwater management and sediment control requirements that are required by MDE on State projects. The existing drainage patterns and stormwater facilities will be maintained to ensure that there is no adverse impact to any adjacent properties.

If you have any questions or comments pertaining to this letter or for any technical questions, please contact me at 410-260-8911. You may contact Bryan Wieland with regard to any acquisition related questions.

Sincerely,

A handwritten signature in blue ink, reading "Perry A. Otwell". The signature is fluid and cursive, with the first name "Perry" and last name "Otwell" clearly legible.

Perry A. Otwell, P.E.

Director Engineering and Construction

cc: Bryan D. Wieland, DNR
Jacqueline R.S. Tahsuda, DNR
Robert A. McFarland, OAG

RELEASE
WORCESTER COUNTY FOREST CONSERVATION LAW

THIS RELEASE made this ____ day of _____, 2021 by **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND** hereinafter called "Commissioners",
WITNESSETH:

WHEREAS, Haley-Majewski Enterprises Inc encumbered property described by a Forest Conservation Easement dated June 13, 1997 and recorded among the Land Records in Worcester County, Maryland in Liber 2400, folio 185 et seq.; and shown on a plat entitled "Forest Protection Plan – Lands of Bay Club Golf Course" dated May 15, 1997 and as recorded in the Lands Records of Worcester County, Maryland in Plat book 151, folio 24 - 32;

WHEREAS, satisfactory arrangements have been made pursuant to the Worcester County Forest Conservation Law Subtitle IV of Title I of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland to permit the release of the aforesaid easement.

NOW, THEREFORE, for good and valuable consideration, the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND** do hereby release unto Haley-Majewski Enterprises Inc. and the State of Maryland on behalf of the Maryland Department of Natural Resources, successors and assigns as their interests may appear all of that easement described in the Deed of Conservation Easement referred to above.

IN WITNESS HEREOF, this release has been executed by the County Commissioners of Worcester County for the purposes herein contained.

WITNESS:

**COUNTY COMMISSIONERS
WORCESTER COUNTY, MARYLAND**

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic, President

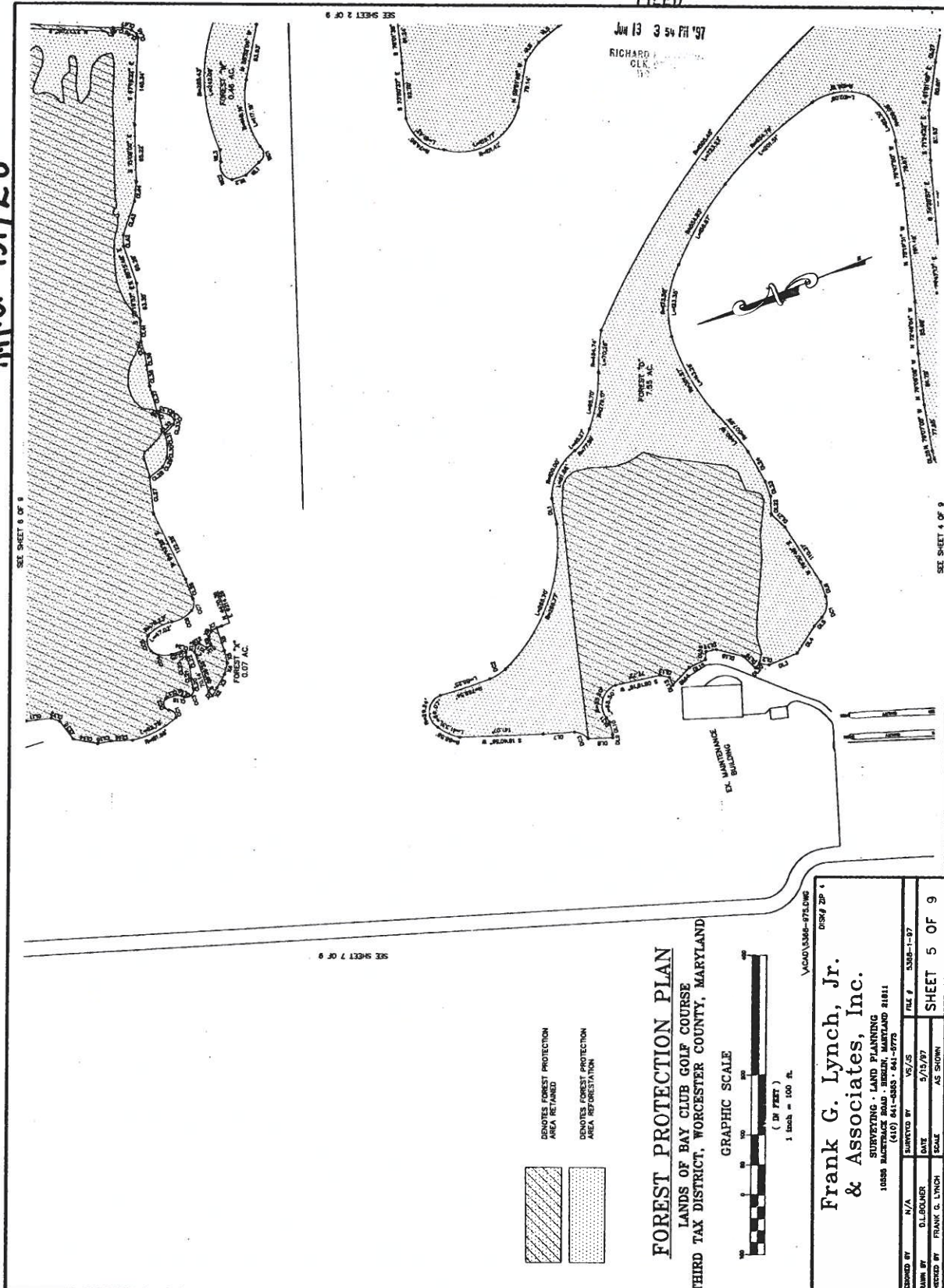
STATE OF MARYLAND, WORCESTER COUNTY TO WITNESS

I HEREBY CERTIFY that on this ____ day of _____ 20____, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph M. Mitrecic, President, known to me to be the person whose name is subscribed to the within instrument and acknowledged he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and seal.

Notary Public
My Commission Expires: _____

3H.O. 151/28



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R.H.O. 151/29

ITEM 15

01

0154 2P 4

Frank G. Lynch, Jr.
& Associates, Inc.
SURVEYING - LAND PLANNING
10835 BACKLICK ROAD - BELLEVILLE, MARYLAND 21111
(410) 441-8853 • 641-9773

DESIGNED BY	N/A	SURVEYED BY	NS/S	FILE #	5388-1-97
DRAWN BY	D.L. BOLGER	DATE	5/15/97	SHEET 6 OF 9	
CHECKED BY	FRANK G. LYNCH	SCALE	AS SHOWN	VACAD\3388-976.DWG	

FOREST PROTECTION PLAN
LANDS OF BAY CLUB GOLF COURSE
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND



JUN 13 3 54 PM '97
RICHARD C. LYNCH
CLERK

ROUTE 374

2199.35'

R = 5860.23'
L = 44.36'

N 63°01'21" E 48.68'
N 65°33'34" E 325.93'

INDICATES FOREST PROTECTION
AREA RETAINED

INDICATES FOREST PROTECTION
AREA REFORESTATION

SEE SHEET 7 OF 9

SEE SHEET 5 OF 9

15145

MSA SSU 1257-6688-b

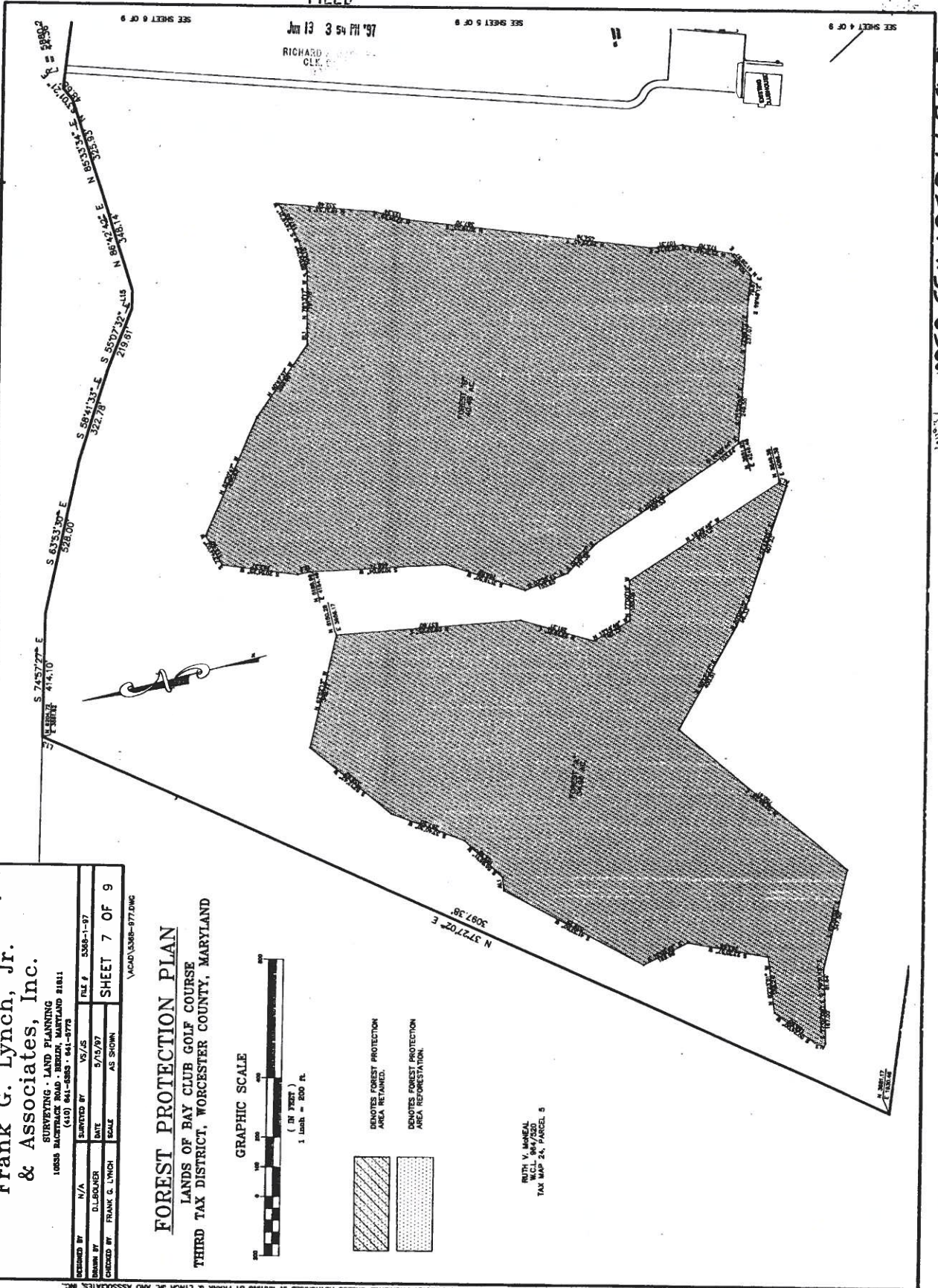
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R.H.D. 151/30

MSA SSU 1257-6688-7

FILED

JUN 13 3 54 PM '97
RICHARD
CLK



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FILED

JUN 13 3 54 PM '97

RICHARD P. LYNCH
CLK.

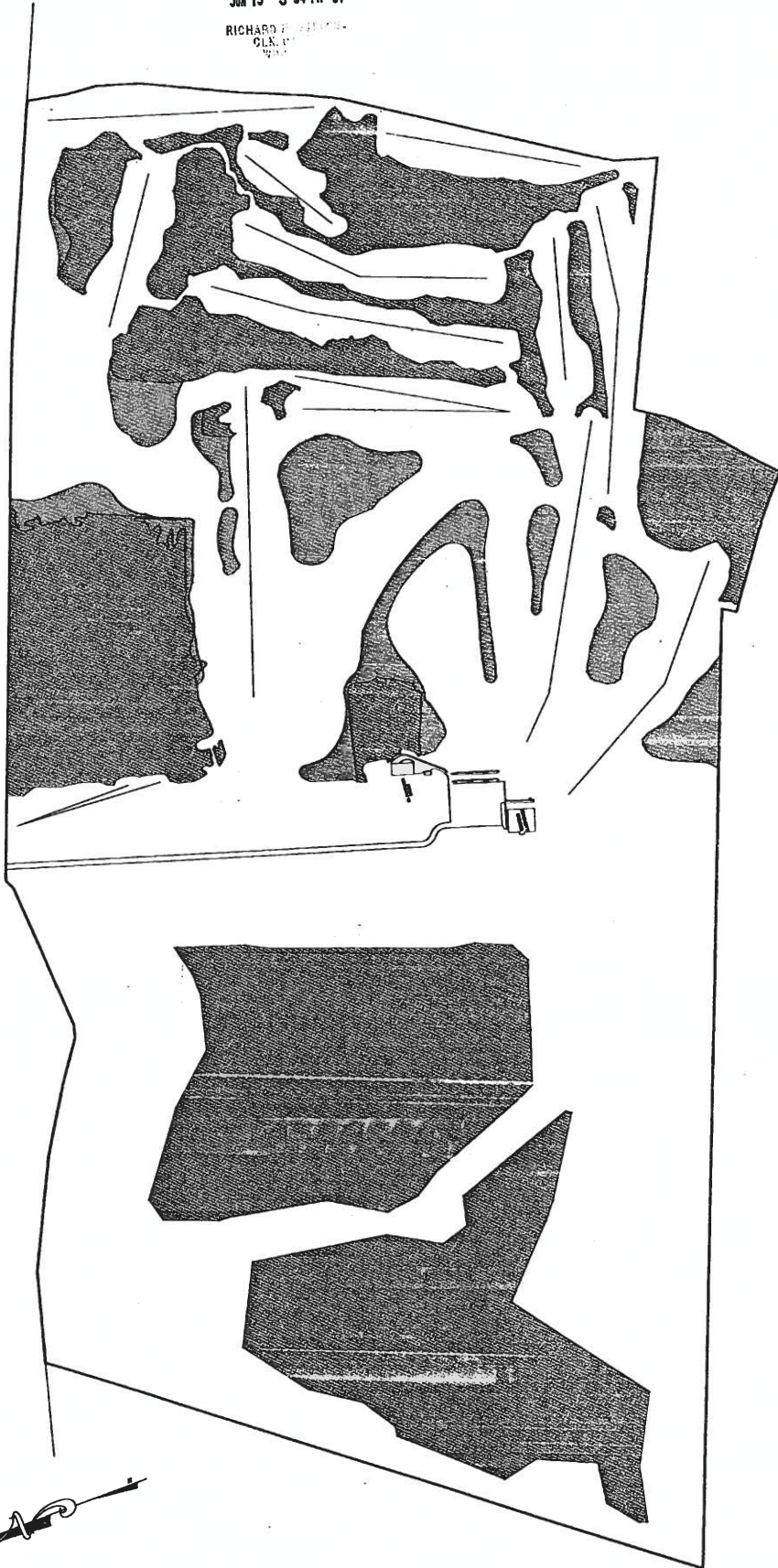
GRAPHIC SCALE



**OVER-ALL SITE PLAN
FOREST PROTECTION PLAN**
LANDS OF BAY CLUB GOLF COURSE
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND

Frank G. Lynch, Jr. & Associates, Inc. SURVEYING - LAND PLANNING 10535 BACKTRACE ROAD - BETHESDA, MARYLAND 20811 (410) 641-5253 • 641-5773			
DESIGNED BY	N/A	SURVEYED BY	VS/LJS
DRAWN BY	D. BOLANDER	DATE	5/15/97
CHECKED BY	FRANK G. LYNCH	SCALE	AS SHOWN
		FILE #	5358-1-57
		SHEET 8 OF 9	

\\ACAD\5358-978.DWG



MSA SSU 1257-6688-8

FILED

JUN 13 3 55 PM '97

RICHARD
CLY

NOTE:
185.73 AC. OF FOREST PROTECTION AREA PROVIDED

FOREST PROTECTION PLAN

LANDS OF BAY CLUB GOLF COURSE
THIRD TAX DISTRICT, WORCESTER COUNTY, MARYLAND

VCAD\5368-97.DWG
DISK # 2P 4

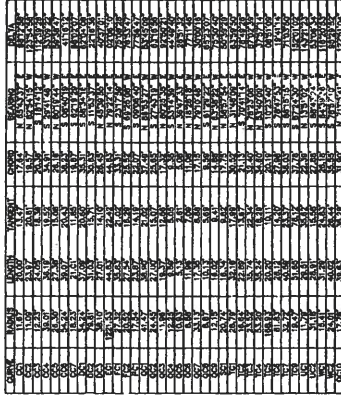
Frank G. Lynch, Jr.
& Associates, Inc.

SURVEYING - LAND PLANNING
10886 BACHTICUM ROAD
P.O. BOX 10886
(410) 641-0533 FAX (410) 641-0773

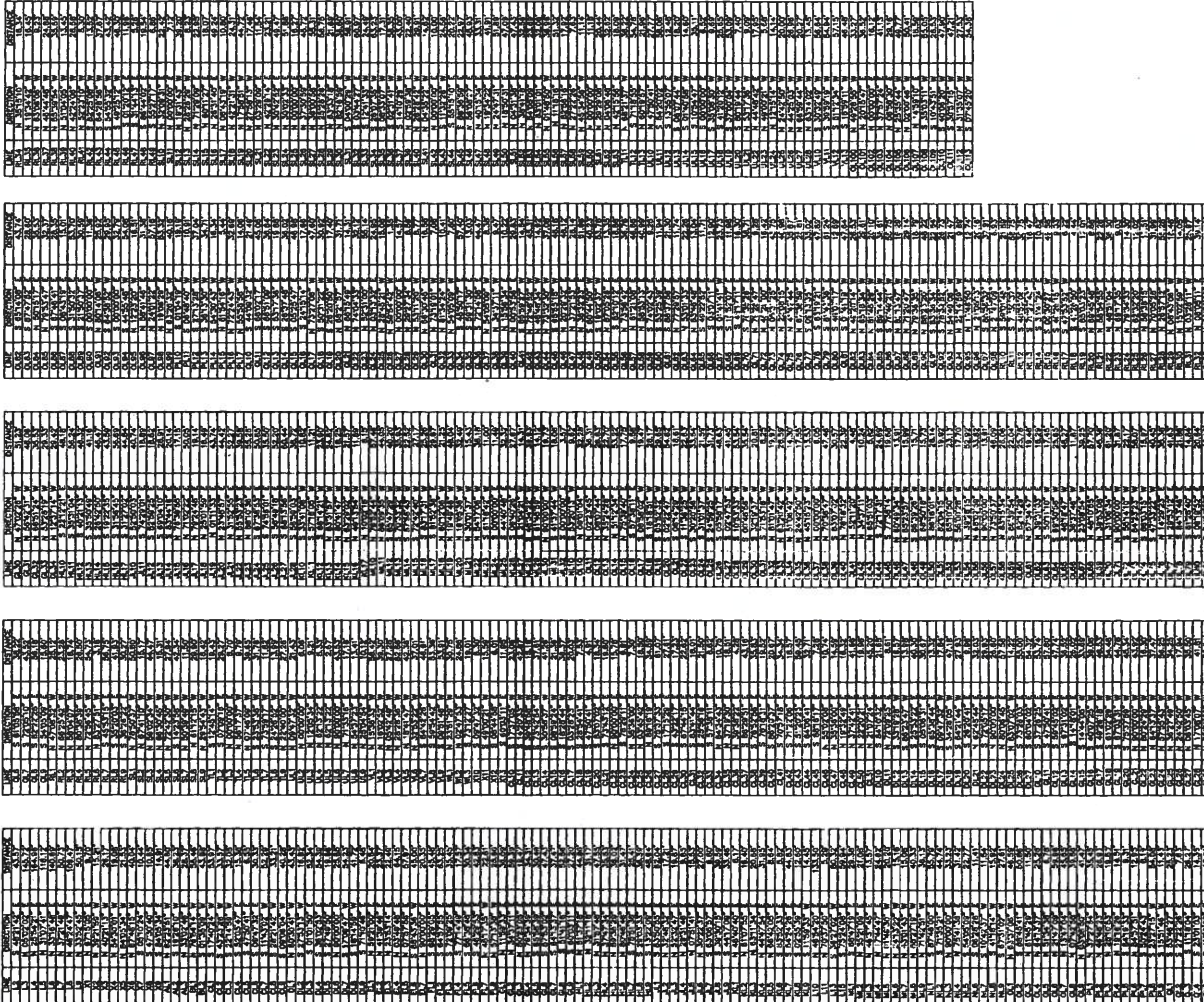
DESIGNED BY	N/A	DATE	5/15/97	FILE #	5368-1-97
DRAWN BY	D.L. BOLNER	SCALE	AS SHOWN		
CHECKED BY	FRANK G. LYNCH				
					SHEET 9 OF 9

MSA 554 1257-6688-9

FOREST PROTECTION CURVE TABLE CHART



FOREST PROTECTION LINE TABLE CHART



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**RELEASE OF STORMWATER MANAGEMENT
INSPECTION AND MAINTENANCE AGREEMENT**

This Release of Stormwater Management Inspection and Maintenance Agreement ("Release"), is made this _____ of _____, 2021, by the County Commissioners of Worcester County, Maryland ("Commissioners").

Recitals

- A. Bay Club, LLC ("BC") is the owner of that real property generally referred to and known as the Bay Club Golf Course, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and
- B. BC has agreed to sell the Property to The Lower Shore Land Trust, Inc., a Maryland non-profit corporation ("LSLT"), with the intention that the LSLT will assign its rights to purchase the Property to the State of Maryland, Department of Natural Resources (the "State"); and
- C. The Property is encumbered by a Stormwater Management Inspection and Maintenance Agreement dated June 2, 1997, and is recorded among the Land Records of Worcester County, Maryland at Liber 2416, Folio 241 (the "Agreement") which was required during time of golf course construction; and
- D. It is the intention of the State to reforest the entire open space of the Property into sustainable forest; and
- E. All stormwater management or sediment control plans for projects occurring on State lands fall under the review, approval, and oversight of Maryland Department of the Environment, not the Commissioners; and
- F. It is the intention of the Commissioners to release the Agreement and Plans as burdens, limitations, restrictions or encumbrances on the Property in lieu of the State acquiring ownership thereof and being responsible for any and all stormwater infrastructure, current drainage systems or patterns, or other related maintenance responsibilities.

Terms

The Commissioners agrees as follows:

- 1. The preceding recitals of this Release are incorporated by reference.
- 2. The Commissioners do hereby release the Agreement and Plans and, as such, neither the Agreement nor the Plans shall constitute burdens, limitations, restrictions, or encumbrances on the Property.

3. This Release shall be binding upon and inure to the benefit to the Commissioners' successors or assigns.
4. This Release shall be interpreted and controlled by the laws of the State of Maryland.

In Witness Hereof, this Release has been executed by the Commissioners on the date specified above.

County Commissioners of
Worcester County, Maryland

By: _____
Joseph M. Mitrecic, President

LIBER 2416 FOLIO 241

THIS STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT, made this 2ND day of JUNE, 1997, by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Commissioners" and HALEY-HATEWSKI ENTERPRISES, hereinafter called "Owner".

WHEREAS, Owner is presently engaged in the development of land in Worcester County, Maryland, which said development is located on LIPPERTOWN Road; and

WHEREAS, Owner is the fee simple owner of land or lands; and

WHEREAS, Owner has received approval of a Stormwater Management Plan dated DEC. 1996 REV 2/18/97 and entitled SWIN + SESC PLAN THE BAY CLUB GOLF COURSE, a copy of which is on file with the Department of Planning, Permits and Inspections; and

WHEREAS, Owner will construct all of the Stormwater Management Facilities shown on the approved Stormwater Management Plan in accordance with the specifications contained therein, as well as all other applicable standards imposed by the Commissioners; and

WHEREAS, Owner has agreed to perform maintenance on the Stormwater Management Facilities to insure that the facilities are maintained in proper working condition to meet design standards and any other provisions established, which said maintenance has been deemed to be of mutual benefit to the Commissioners and the Owner.

NOW THEREFORE, THIS INSPECTION AND MAINTENANCE AGREEMENT, WITNESSETH, that in consideration of the mutual promises contained herein, the parties hereto hereby agree as follows:

1. Owner shall maintain all the aforesaid Stormwater Management Facilities to County specifications pursuant to the approved Stormwater Management Plan and all other applicable laws, statutes and regulations.
2. Owner grants unto Commissioners, their agents and employees, an irrevocable right of entry for access to the facilities at reasonable times for regular inspections and for regular or special assessments of property owners to insure that the facilities are maintained in proper working condition to meet design standards and any other provisions established. If, after notice by the Commissioners to correct a violation requiring maintenance work, satisfactory corrections are not made by the owner(s) within a reasonable period of time not to exceed thirty (30) days, the Commissioners may perform all necessary work to place the facility in proper working condition. The owner(s) of the facility shall be assessed the cost of the work and may be placed on the tax bill and collected as ordinary estate taxes by the County for the amount of all expenses so incurred by the Commissioners.

RETURN TO: DEPARTMENT OF PLANNING, PERMITS & INSPECTIONS

FILED

JUL 30 9 35 AM '97

RICHARD H. GUTTENBERG

Revised 4/3/96

PAY TO ORDER \$ 2.00
 RECORDING FEE 20.00
 TOTAL 22.00
 DEPT. OF PLANNING, PERMITS & INSPECTIONS
 100 N. GREEN ST. #1043
 BALTIMORE, MD 21201
 JUL 30, 1997 89:36 AM

LIBER 2416 FOLIO 242

-2-

4. The owner of the property on which work has been done pursuant to this agreement for private Stormwater Management Facilities, or any other person or agent in control of such property, shall maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sediment control measures and other protective devices. Such repairs or restorations, and maintenance shall be in accordance with approved plans.
5. This agreement shall be recorded by the owner among the Land Records of Worcester County.
6. This agreement shall run with the land and shall inure to the benefit of and be binding upon and enforceable upon all the parties hereto, their heirs, personal representatives, successors and assigns, and any person claiming under owner shall be bound by the provisions hereof.

AS WITNESS the hand and seal and/or corporate name of the parties hereto, all as of the day and year first herein written.

ATTEST:

W. Kelly Shannahan
W. Kelly Shannahan
Assistant Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

Gerald T. Mason (SEAL)
Gerald T. Mason
Chief Administrative Officer

WITNESS:

Howard Majewski
As to Owner

Howard Majewski (SEAL)
Owner Howard Majewski
(Howard Majewski Representative)
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Chief Administrative Officer)

I HEREBY CERTIFY, that on this 20th day of June, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gerald T. Mason, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein stated.

AS WITNESS my hand and official seal.

Kelly Shannahan
Notary Public
My Commission Expires: 1.22.2000

Revised 4/3/96

LIBER 2416 FOLIO 243

-3-

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

I HEREBY CERTIFY, that on this 2nd day of June, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Hank Majewski, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.



Gwynn E. Bonnaville
Notary Public
My Commission Expires:

GWYNN E. BONNAVILLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 6, 1999

JUL 30 1997

The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Richard H. Patton Clerk

Revised 4/3/96



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: Shared Facility Agreement
Lighthouse Business Park Condominium

Date: March 29, 2021

An application for a Shared Sanitary Agreement has been received from Mr. Hugh Cropper, Esq., on behalf of Doug and Tammara Clark, Owners, for the establishment of a shared facility for the existing onsite sewage system and well, which have been installed to serve this property (Worcester County Tax Map 9, Parcel 370). The Owner is establishing a condominium for the mini storage buildings on the property, one of which (Building B), will have four (4) contractor shops that will be served by water and sewer. Those well and septic facilities will be more than adequate to serve the bathrooms for the limited number of contractor shop units (4) within the condominium. As a condo plat will delineate a parcel in common ownership by multiple users, a shared facility agreement will be needed. As such, they are subject to the Code of Maryland Regulations (COMAR 26.04.05), and the local requirements of Section §PW 5-101 of the Public Works Article. This commercial condo would constitute a shared facility because the facility will be a parcel owner in common by multiple users. As defined by COMAR 26.04.05.01B(3) "shared facility" means a water or sewerage system which serves more than one lot of land or more than one user on a single lot of land with water and/or sewerage systems located on the individual lots or on parcel(s) owned in common by the users.

The name of the facility shall be the "Lighthouse Business Park Shared Water and Wastewater Facility". This application was received in accordance with the requirement for such an agreement in Section §PW 5-104 of the Public Works Article.

Doug and Tammara Clark are the Owners of the subject property located on the east side of MD Route 113, north of the intersection with Hammond Road. The property is more particularly identified as shown on Worcester County Tax Map 9 as Parcels 370.

The execution of a shared facilities agreement will be recorded in the Land Records of Worcester County and provides for takeover and/or operation of the Shared Facility by Worcester County

should it be determined that it is necessary to take over the Shared Facility to protect the health, safety and welfare of the users of this facility. Considering the current use is residential and the proposed use is to serve a single bathroom in each of the four (4) contractor units in Building B of this commercial condo complex, there would be a very small probability for component failure for the proposed shared facilities. There is room to adequately replace the septic system if that does occur.

Pursuant to the investigation required under Section §PW 5-105(a), I have investigated and evaluated the agreement under the standards listed in Section §PW 5-105(b). In this investigation, I included the Department of Public Works and the County Attorney. The Department of Public Works has no objections or reservation concerning this proposal at this time. After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposed shared facility. "Lighthouse Business Park Shared Water and Wastewater Facility" has installed a septic system and well to serve both the existing structures in their existence as residential units. A centrally located septic system, built in accordance with all applicable regulations, would provide the for the comfort, convenience, health, safety, and welfare of the current and planned future owners of the contractor units within Building B of this commercial condominium. The new well will be a source of potable water for these contractor units as well.
2. The operation and construction is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the condominium association who will allocate costs proportional to use among the unit owners. All system components for current and future structures have been constructed and are in sound working order. These components are very typical of residential and light commercial construction and are feasible from an engineering standpoint.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. The existing septic system has been constructed to all applicable regulations, for the contemplated uses connected to this system. Any future replacements or repairs of these systems will be done according to the regulatory requirements in place at the time of that construction.
4. The proposal will not be unduly detrimental to the environment of the County. The facility as proposed will not be unduly detrimental to the environment of the County. The septic and well systems could have been constructed for residential use on the property if not for this development proposal to serve contractor shops.

5. The design and operation of the facility was completed according to State and County guidelines. The system was installed under inspection by the local approving authority for the Maryland Department of the Environment and the plumbing for any associated structures was installed, permitted, and inspected by the Department of Environmental Programs in accordance with the plumbing code. The existing facilities were successfully. Any future plumbing and sanitary constructions will be similarly permitted and inspected.

We respectfully request that the Commissioners approve this shared sanitary agreement for the Lighthouse Business Park Shared Water and Wastewater Facility. This agreement was reviewed by the County Attorney.

As always, I will be available to discuss this matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Shared Facility Proposed Agreement
2. Property Map – Proposed Lighthouse Business Park Shared Water and Wastewater Facility
3. Application Letter and Associated Documents

cc: Roscoe Leslie

SHARED SANITARY FACILITY AGREEMENT

This Shared Sanitary Facility Agreement (“Agreement”), entered into on April 6, 2021, by the Commissioners of Worcester County (“County”), and Douglas B. Clark and Tammara E. Clark (“Developer”).

Recitals

- A. Developer is the owner of land located at address, 13203 Handy Lane, Bishopville, Maryland 21813 and described in a deed recorded among the Land Records of Worcester County Liber 6781., Folio 52, et seq.;
- B. A conceptual approval has been given by County for use of an existing waste water disposal system and water system (“System”), to serve a commercial condominium known as the Lighthouse Business Park Condominium; Lighthouse Business Park
- C. The System has been constructed by Developer and will be named “Lighthouse Business Park Shared Wastewater and Water Facility”;
- D. The System will be a Shared Sanitary Facility under Worcester County Code, Public Works § 5-101 et seq., as amended;
- E. On April 6, 2021, County adopted a resolution approving the creation of the Shared Sanitary Facility, which is attached as Exhibit A;
- F. County and Developer enter this Agreement to provide for the operation, maintenance, and transfer of ownership of the System; and

Terms

The parties agree as follows:

- 1. Developer certifies that the System has been constructed, maintained, and operated in accordance with all permits and applicable standards.
- 2. Before transferring any of the condominium units to different ownership, Developer will record a Maintenance Agreement and Declaration, indicating that the Condominium Association must be responsible for the costs of maintenance and replacement of the System in proportion to the usage of each lot.
- 3. The Condominium Association must be granted rights of way as may be necessary to implement this Agreement, including the right to enter the land where the System is located for use, maintenance, and replacement.
- 4. Before recording the Maintenance Agreement and Declaration, Developer

must transfer ownership of the System to the Condominium Association ("Owners"). The Owners will be responsible for the operation and maintenance of the System.

5. The System is subject to an irrevocable Offer of Dedication from Developer and Owners (and subordinated to by Lienholder) to County. The Offer of Dedication is exercisable when County, at its sole discretion, determines that transfer to County is necessary to protect the health, safety, and welfare of the citizens of Worcester County or to insure proper operation of the System. Any transfer to the County will be at no cost to County and will be free of all encumbrances. County may collect pro rata user fees from those using the System and such unpaid fees will be liens upon the property for which they are assessed.
6. County may periodically inspect the System and the Owners will be responsible for fees in accordance with the County's fee schedule for shared sanitary facilities.
7. The recitals above are incorporated and are a part of this Agreement.
8. This Agreement must be recorded at the expense of the Developer among the Land Records of Worcester County. A notation that the property is subject to this Agreement, including the recording reference to this Agreement, must appear on any subsequent recorded plat. This Agreement will be binding upon the parties and their successors and assigns. This Agreement will be a covenant running with the land encumbering all of the property described in the Agreement.
9. This Agreement will be governed by the laws of the State of Maryland.
10. The Developer certifies that:
 - a. There are no liens of any kind against System or the property described in Recital A.
 - b. All bills of labor, equipment materials, and other items employed in the construction of the utilities have been Paid:
 - c. There are no outstanding claims against the construction; and,
 - d. That the Developer releases the County from all liens, claims, or demands of any kind.

The Parties agree to this Agreement on the date stated above.

Attest:

**County Commissioners of
Worcester County, Maryland**

Harold L. Higgins
Chief Administrative Officer

_____(Seal)
Joseph M. Mitrecic
President

Witness

Owner-----
Developer

By:Owner _____(Seal)

Lighthouse Business Park Shared Water and Wastewater Facility

ITEM 16



LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN

*ADMITTED IN MD & DC

March 8, 2021

Robert J. Mitchell, LEHS, REHS
Director, Worcester County Department of
Environmental Programs
One West Market Street
Snow Hill, Maryland 21863

Mr. Weston S. Young, P.E., ACAO
Worcester County Commissioners
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Messrs. Mitchell and Young:

Douglas B. Clark and Tammara E. Clark have proposed a Commercial Condominium on their property known as Tax Map 9, Parcel 370, 8.04 acres, more or less. The property has approval for a mixed-use project, consisting of storage units and contractors' shops.

The property is currently improved by three (3) buildings, with a total of fifteen (15) commercial condominium units. Building 2, consisting of Units B-1 through B-3, are connected to a drainfield, and are designated contractors' shops. The other twelve (12) units are storage only, and they neither require wastewater, nor are they connected to any wastewater system.

The three (3) contractors' shops are connected to a drainfield with no treatment. The flows are very low. The drainfield will be considered a limited common element, owned and operated by the Condominium Association.

March 8, 2021

Page Two

The front page of the proposed Declaration Establishing the Condominium Association is attached.

My handwritten revisions to Worcester County's Shared Sanitary Facility Agreement are attached.

Our check in the amount of \$100.00 payable to Worcester County is enclosed.

Thank you, and have a great day.

Very truly yours,



Hugh Cropper IV

HC/tgb

Enclosures

CC: Douglas B. Clark

**DECLARATION ESTABLISHING
LIGHTHOUSE BUSINESS PARK CONDOMINIUM**

THIS CONDOMINIUM DECLARATION, made this 8 day of March, 2021, by Douglas B. Clark and Tammara E. Clark, hereinafter collectively called "Declarant", witnesseth:

Declarant hereby subjects the Property hereinafter described to a mixed use Condominium Regime established pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland, and does hereby declare the Property known as Lighthouse Business Park Condominium, an expanding condominium, (legal description is attached hereto as exhibit A) as shown on the Condominium Plat, to be a Condominium as established pursuant to said Condominium Law to be more particularly described hereof, and subject to the By-Laws (attached hereto as exhibit B) filed herewith and subject to the reservations set forth herein.

1. **ESTABLISHMENT.** The Condominium hereby established is shown on the Condominium Plat and consists of Phase I of the Condominium as shown on the Plat, containing 8.04 acres, but is subject to expansion (or not) as tabulated on the Condominium Plat. The property upon which the Condominium is established (all Phases), is on the same property which is described in a deed from Robert Jay Hudson dated June 3, 2016 and recorded among the Land Records of Worcester County, Maryland in Liber SRB No. 6781, Folios 52, et seq.

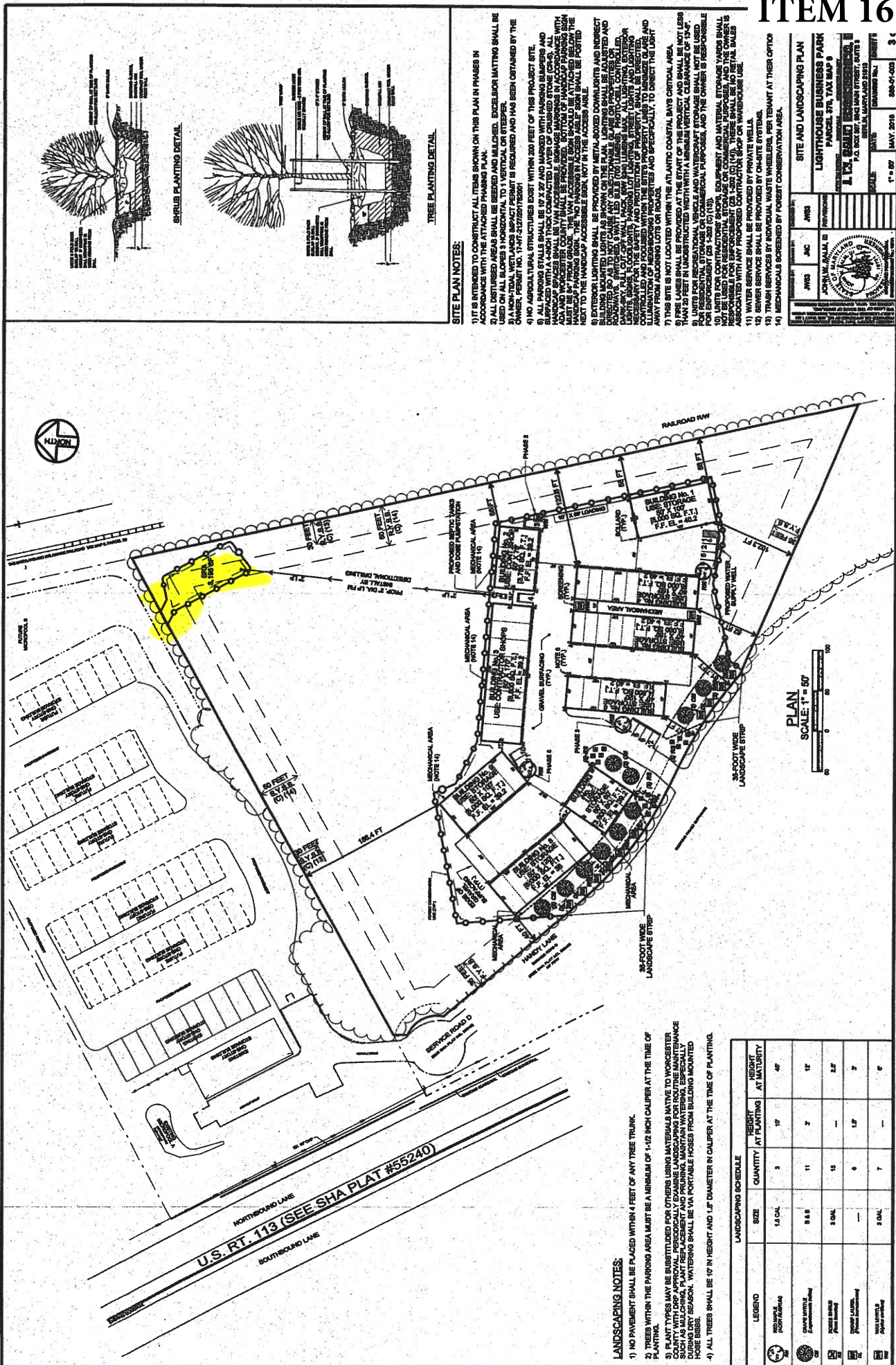
The areas and delineations of the various Phases are shown on the Condominium Plat. The right to develop or not develop future Phases of the Condominium as a part of the Condominium or independently, is reserved to the Declarant, in their sole and absolute discretion.

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

2. **NAME.** The name of the Condominium is "Lighthouse Business Park Condominium."

3. **PLAT.** The Condominium Plat entitled "LIGHTHOUSE BUSINESS PARK, BUILDING 2-BUILDING 6-BUILDING 7, TAX MAP 9; PARCEL 370, FIFTH TAX DISTRICT, WORCESTER COUNTY, MARYLAND" by Russell T. Hammond Surveying, LLC, dated January 22, 2021, is incorporated herein and is herein by reference, called "Plat" or "Condominium Plat," and recorded among the Land Records of Worcester County, Maryland in Plat Book _____, Folios _____ through _____.

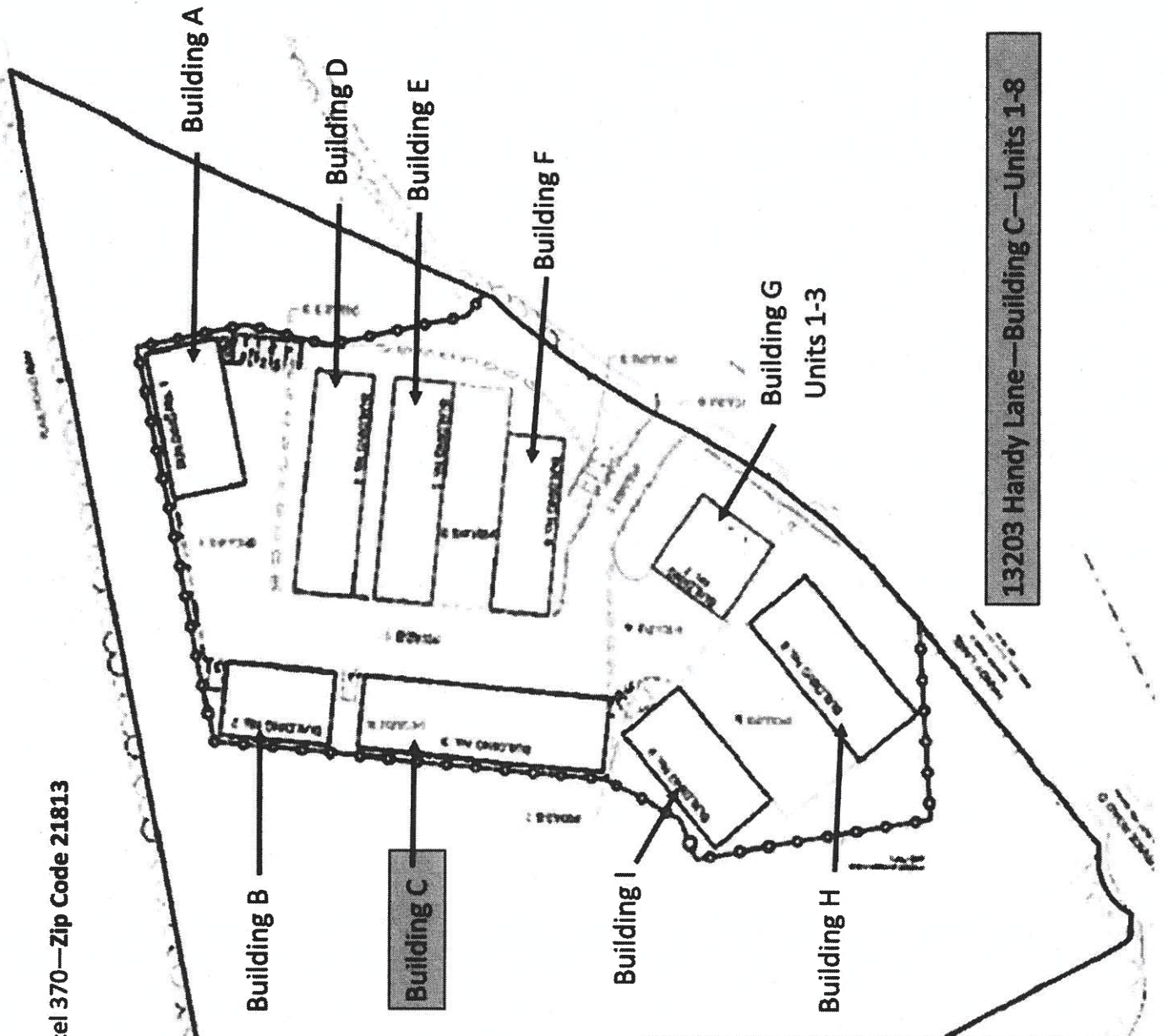
4. **IMPROVEMENTS.** The property is improved by three (3) buildings, with a total of fifteen (15) commercial condominium units. Building 2 is an existing one-story building with three (3) commercial condominium units, B-1 to B-3, Building 6 is an existing one-story building with nine (9) commercial condominium units, units F-1 to F-9, and Building 7 is an existing one-story building with three (3) commercial condominium units, units G-1 to G-3. The



Lighthouse Business Park

Account ID No. 24-05-000424—Tax Map 9, Parcel 370—Zip Code 21813

13203 Handy Lane + Building Letter + Unit No.



Lighthouse Business Park				
13203 Handy Lane + Building Letter + Unit No.				
Site Plan	Address Assignment	Building Permit No.	Unit No. (Left to Right)	Interior Fit-out
1	A	18-0983		
2	B			
3	C	21-0119	1-8	
4	D			
5	E			
6	F	20-0686	1-9	
7	G	18-0894	1-3	18-0894
8	H			
9	I			

DRP/TSD:Khenry - Updated:02102021

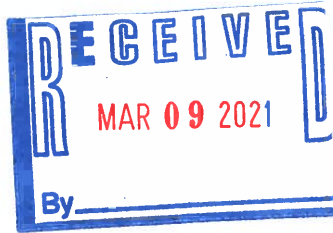
Notice of Public Hearing
Amendment to Worcester County Water and Sewerage Plan
for
Reclassification of Water and Sewer Planning Areas
Ocean Pines Sanitary Service Area

The Worcester County Commissioners will hold a public hearing to consider an application filed by Wave Holdings, LLC, on behalf of Margaret Bunting, owner, to amend the Worcester County Water and Sewerage Plan to reclassify the water and sewer planning areas for a single property, more specifically identified on Tax Map 21, Parcel 72, to accommodate a planned commercial development. The proposed amendment seeks to change the water and sewer planning area designations from W-6/S-6 (no planned service) to a W-1/S-1 designation (present to 2 years) within the Ocean Pines water and sewer planning areas. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of March 4, 2021 and found it to be consistent with the Worcester County Comprehensive Plan and the zoning category for the subject property.

The **public hearing** on this application will be held on
TUESDAY, APRIL 6, 2021 at 10:30 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

The case file for this application may be reviewed on the on the County Website at <http://www.worcester.md.us>. Questions may be directed to Robert Mitchell, Director of Environmental Programs, by calling 410-632-1220, or by email at bmitchell@co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



Worcester County
Department of Environmental Programs

Memoandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS
Director

Subject: Public Hearing Request
Expansion of Water and Sewer Planning Areas
Ocean Pines Sanitary Service Area
Worcester County Tax Map 21, Parcel 72
Case No. (SW-2021-01)

Date: March 8, 2021

The Planning Commission met on March 4, 2021, and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the water and sewer planning areas for the Ocean Pines Sanitary Service Area.

Wave Holdings, LLC are the applicants on behalf of the owner, Ms. Margaret Bunting. This amendment seeks to expand the Ocean Pines water and sewer planning areas for the subject property. The subject property is located on the east side of Maryland Route 589 (Racetrack Road), north of the intersection with Gum Point Road. The property is more specifically identified on Worcester County Tax Map 21 as Parcel 72, and is not within the Ocean Pines water or sewer planning areas, and holds a current planning designation of W-6/S-6 (no planned service). They are applying to include the property within the Ocean Pines water and sewer planning areas with a designation of W-1/S-1 (immediate to two years), and include in the Ocean Pines sewer service information in *The Plan* to include a revised Ocean Pines sewer and water planning area map that will reflect the entire property as a planned W-1/S-1 designation. This amendment would only include the subject property within the Ocean Pines water and sewer planning areas.

The applicant requested the change in water and sewer service classification in order to serve a proposed commercial development on the property. The property is surrounded on three sides by approved water and sewer planning areas for the Ocean Pines Sanitary Service Area.

The County Commissioners, after reviewing this request, may approve or disapprove the proposed amendment. Enclosed are the following attachments:

1. Environmental Program's transmittal letter and report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on March 4, 2021.

At his time, we are respectfully requesting the public hearing be scheduled. A draft advertisement has been forwarded to County Administration under separate cover. As always, I am available at any time for the presentation and to answer any questions on this matter.

Attachments

cc: WS File – Ocean Pines - Expansion of Water and Sewer Planning Areas (SW-2021-01)

Attachment 1

**Planning Commission
Staff Report**



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1308
SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

February 25, 2021

Worcester County Planning Commission
Worcester County Courthouse
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage
Plan Amendment --Ocean Pines Sanitary Area –
Reclassification of Water/Sewer Planning Area
Designations
Wave Holdings, LLC
TM 21 Parcel 72
(SW-2021-01)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan* (*The Plan*) amendment to revise certain sanitary area data for the Ocean Pines Sanitary Area in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application and we have attached it.

Wave Holdings, LLC is the applicant on behalf of the owner, Margaret Bunting. This amendment seeks to reclassify the sewer and water planning areas for the subject property from S-6/W-6 (no planned service) to S-1/W-1 (within two years) and include in the Ocean Pines sewer and water planning area information in *The Plan*.

The applicant is requesting a change in the water and sewer service classifications in order to serve proposed mixed-use commercial development on the property. The subject property is located on Racetrack Road (MD Route 589), south of the south gate entrance to the Ocean Pines Community. The property more specifically identified on Tax Map 21 as Parcel 72. The proposed commercial development will consist of a restaurant, a car wash, office, retail and contractor shops for a total estimated area of 78,800 square feet for the identified uses.

The applicant would be working with the Department of Public Works (DPW) for their connection to the sewer collection system by linking to a gravity manhole at the south gate of Ocean Pines that

Ocean Pine WS Amendment Case No. 2021-01

February 25, 2021

discharges to Pump Station "T". They will similarly work with DPW to connect at the south gate location to a public water main that runs from Ocean Pines to the Pennington Commons commercial complex. This developer-constructed infrastructure will be built under a Public Works agreement and will be turned over upon inspection and acceptance of the construction and materials by County personnel.

Other than the subject property, this amendment does not seek to amend or intensify the wastewater planning areas approved in prior amendments with respect to the mapped planning areas.

The Planning Commission is tasked by Section 1.4 of *The Plan* ("Procedures for Plan Amendments") to make a finding as to whether this amendment would be consistent with The Comprehensive Plan. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

Comprehensive Plan Policies

Most of the property is designated Commercial Center, but the Comprehensive Plan also assigns another land use designations of Existing Developed Area for a portion of the rear of property. These designations are described as:

1. Commercial Center

Commercial Centers are defined (p. 16) as follows:

- This category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses.
- Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers.

2. Existing Developed Area

Existing Developed Areas are defined (p. 13) as follows:

- Existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained.
- Not designated as growth areas, these areas should be limited to infill development.

The comprehensive plan goes on to state:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources" states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).

Ocean Pine WS Amendment Case No. 2021-01

February 25, 2021

Chapter Three, "TMDLs" states:

- "all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards." (p.36)

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Require new development "pay its way" by providing adequate public facilities to meet the infrastructure demand it creates (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Zoning

The current Ocean Pines *Planning Area* has already been approved under various amendments and is appropriately zoned for the current and proposed uses planned for the existing sanitary area properties, including the subject property. The proposed expansion property, which totals approximately 11.5 acres in area, has a single zoning designation. The property carries a C-2 (General Commercial District) designation. This zoning district is intended to provide for more intense commercial development serving populations of three thousand or more within an approximate ten-to twenty-minute travel time. From the Zoning Code, these commercial centers have a higher parking demand and possess greater visibility. The specific uses proposed by this applicant are permitted in this zoning district.

Public Work's Comments

The applicant will need to work with DPW on acceptable connection routes and infrastructure components for this project, keeping in mind we are linking adjacent properties as well to the same connection points for the Ocean Pines Sanitary Area water and sewer systems.

Staff's Comments

Staff comments are submitted below for your consideration.

1. The Ocean Pines WWTP and water system has adequate available sewer and water capacity to handle this addition.
2. The *Planning Area's* comprehensive plan designation and zoning permits the proposed uses. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program and other local and state requirements.
3. This proposal, while expanding the original service area, does not require the expansion of water or sewer treatment facilities. Additional public infrastructure will be constructed by the applicant and turned over to the county for connections to existing water and sewerage facilities at the south gate of Ocean Pines community.
4. Appropriate zoning was provided in this area for densities and uses consistent with the character that is normally present in a Commercial Center or an Existing Developed Area

Ocean Pine WS Amendment Case No. 2021-01

February 25, 2021

(EDA). This will provide for orderly infill development within this property at the southern border of the Ocean Pines community.

5. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.

If you need any additional information or have any questions, please do not hesitate to contact me at (410) 632-1220.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Mitchell', with a stylized flourish at the end.

Robert J. Mitchell, LEHS
Director

Attachments

cc: WS Amendment File (SW 2021-01)

Attachment 1

Application

Ocean Pines Reclassifications
Tax Map 21 Parcel 72
Case No. SW 2021-01
February 25, 2021

**Application for Amendment of the
Comprehensive Water and Sewerage Plan
Worcester County, Maryland**

Date: February 5, 2021

Applicant (name, mailing address, phone and FAX number):

Wave Holdings, LLC

**9808 Stephen Decatur Highway, Suite 4
Ocean City, MD 21842**

Contact Person: **Nell T. Hitchcock**
Telephone: **(410) 289-7155**

Amendment Type: ☒ Water ☒ Sewer ☐ Other
Amendment Character: ☒ Addition ☐ Deletion ☐ Change

Please complete all the applicable forms included in this package. If a system does not already exist, the "Existing System" sheet is not required. Include a map of the area to be served at a scale of at least 1" = 2,000'. Return the completed application to:

Department of Comprehensive Planning
1 West Market Street Room 1302
Snow Hill, Maryland 21863-1249

The fee for major amendment [adding or deleting service capacity or area(s)] is \$500.

Minor amendments (not adding or deleting service) are \$100.

Note: Modification of this form will void the application.

Property Identification:

Tax Map: 21 Parcel Number(s): 72
Town/Community Name: Berlin/Ocean Pines

Location Description:

East side of MD Route 589, North of Intersection with Route 50 and South of intersection with MD Route 90.

Property Owner Signature:

Margaret P. Bunting

Date: 2-11-2021

Applicant Signature:

Nell T. Hitchcock

Date: 2/10/2021

(If other than property owner) *For*

WAVE HOLDINGS, LLC

a:\planning\water and sewer\amendment application\final sw plan amendment application 9-9-06

Water and Sewerage Plan Amendment Application Worcester County, Maryland Proposed Uses

* Please provide as much detail as possible on the proposed uses and review Worcester County zoning provisions for permitted uses.

<u>Tax Map</u>	<u>Parcel</u>	<u>Zoning</u>	<u>Proposed Use*</u>	<u>EDU's Needed (Approx.)</u>
21	72		Commercial	45
Total:				45

<u>LOCATION</u>	<u>AREA (SF)</u>	<u>SEWER</u>	
Car Wash	189 cars/day	@ 19.63 gpc	3,710
	3 Employees	@ 15 gpe	45
Retail	28000	0.05	1,400
Office	28000	0.09	2,520
Restaurant	4700	1.00	4,700
Contractor Shops	22800	0.04	912
Totals	78800		13,287 GPD
		@ 300gpd/EDU =	44.29
		say	45 EDUs

gpc = gallons per car
gpe = gallons per employee

Water and Sewerage Plan Amendment Application **Worcester County, Maryland** **Existing Sewer System**

Date: 2/5/2021

System Name: Greater Ocean Pines Service Area
Area Served [tax map(s) & parcel(s)]: See Existing GOPSSA map
Owner: Worcester County
Operator: Worcester County
Existing service area designation (circle one): S-1 X S-2 S-3 None

Population & Capacity (current year 2018):
Population served (EDU): 8956 +/-
Population unserved (EDU): 1000 +/-
GPD per EDU: 300
System capacity demand (MGD): 0.90 MGD
Permitted capacity (NPDES/groundwater): 2.5 MGD (NPDES MD002347)

Collection System:
Type (circle one): Combined* Separate X
*Combined systems collect both stormwater and wastewater.
Description: Public Sewer System
Condition of transmission facilities (circle one): Good X Need repairs/replacement (describe in comments)

Treatment Facility:
Location - N/E (NAD83, meters): Ocean Pines WWTP
Level & type of treatment: Tertiary
Condition of treatment facilities (circle one): Good X Need repairs/replacement (describe in comments)
Total site size (acres): 35.6 +/- **Acres occupied by facility:** 25 +/-
Design flow (MGD) : 2.5
Existing flow (MGD): Average: 0.9 **Peak:** 1.5
Sludge disposal method: See Ocean Pines Service Area

Discharge:
Type: ENR - Tertiary Treatment
Location - N/E (feet): N: 209,000; E: 1,338,000
NPDES permit # and expiration date: NPDES - MD002347
State discharge permit # and expiration date: 16-DP-0708

Annual Operation & Maintenance Costs: Ocean Pines Enterprise Budget
Funding source: user fees

Comments (include any problems with structures or water quality; describe repairs and replacements needed):

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Planned Sewer System

Date: 2/5/2021

*Some information may be repeated from the "existing sewer system" form

System Name:

GOPSSA Expansion

Area served (tax map(s) & parcel(s)):

Map 21, Parcel 72

Owner:

Worcester County

Operator:

Worcester County

Proposed priority category (circle one) :

S-1 X S-2 S-3

Population and Capacity

Population served (EDU):

2018 2020 2025 2030

Population unserved (EDU):

8856 9256 9556 9856

GPD per EDU:

1000 700 400 100

System capacity demand (MGD)

300 300 300 300

System capacity planned (MGD):

0.9 1.00 1.1 1.2

Permitted capacity (MGD):

2.5 2.6 2.6 2.6

2.5

Collection System

Type (circle one):

Combined* Separate X

*Combined systems collect both stormwater and wastewater

Description:

Gravity, Low-pressure and vacuum sewers

Condition of transmission facilities (circle):

Good X Need repairs/replacement (describe in comments)

Treatment Facility

Location- N/E (NAD83, meters):

Ocean Pines WWTP: N: 209,000 E: 1,336,000

Level & type of treatment:

Tertiary

Condition of treatment facilities (circle one):

Good Need repairs/replacement (describe in comments)

Total site size (acres):

n/a Acres occupied by facility: n/a

Design flow (MGD)

2.5

Existing flow (MGD): Average:

0.9 Peak: 1.5

Sludge disposal method:

Drying bed on WWTP facility site

Discharge

Type:

Surface water

Location - N/E (feet):

N: 209,000 E: 1,336,000

NPDES permit # and expiration date:

MD 0023477

State discharge permit # and expiration date:

16-DP-0708

Annual Operation & Maintenance Costs:

n/a

Funding source:

User fees

Comments (include pending permit applications, planned improvements/expansions; describe needed repairs):

Attachment 2

Maps

Ocean Pines Reclassifications
Tax Map 21 Parcel 72
Case No. SW 2021-01
February 25, 2021



Legend


-  Proposed S-1 Expansion
-  Wetlands
-  Ocean Pines Sewer Service Area, S-1

SW2021-01: Proposed Expansion of Ocean Pines Sewer Planning Area, S-1 and Wetlands

Tax Map 21
Parcel 72

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Wetlands guidance map data: DNR
Aerial image: 2019

0 0.035 0.07 0.14 Miles





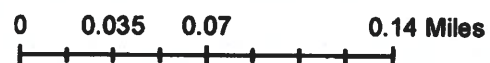

SW2021-01: Proposed Expansion of Ocean Pines Water Planning Area, W1

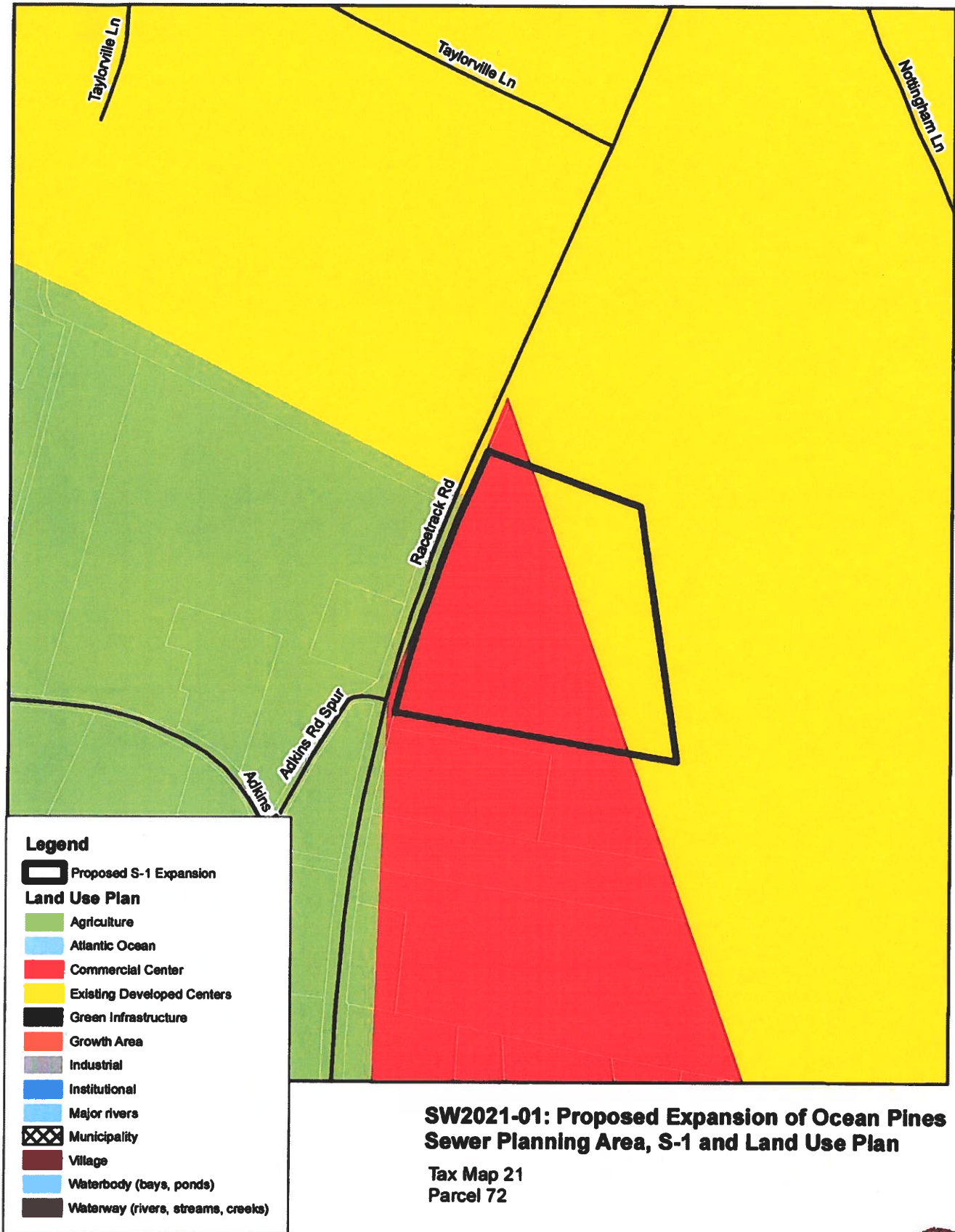
Tax Map 21
Parcel 72

Legend

-  Ocean_Pines_water_service_area_1
-  Proposed W1 Expansion

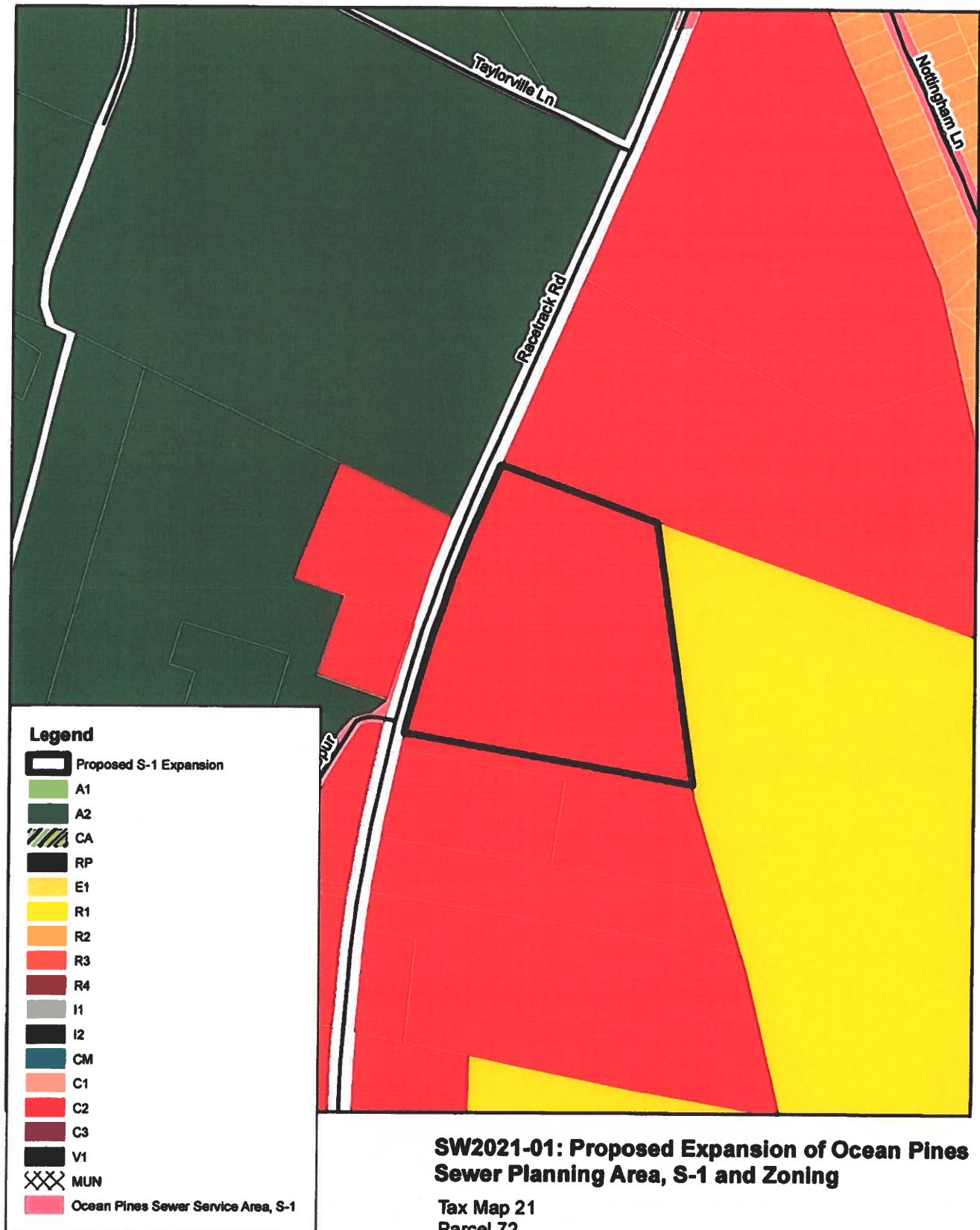
Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image: 2019





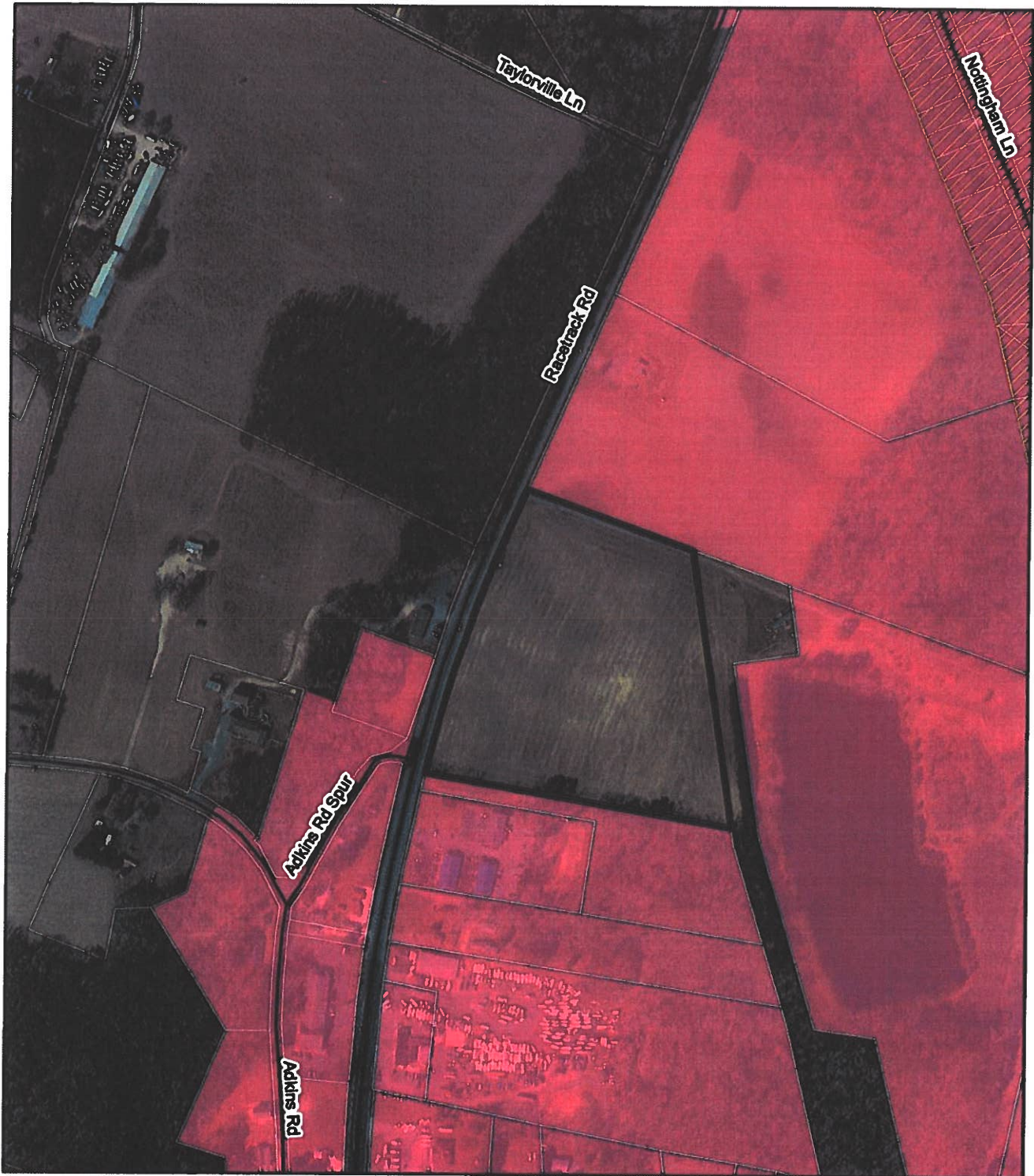
Prepared by Worcester County Department of Environmental Programs
 February 25, 2021
 Parcel boundaries are approximate.
 This map is for planning purposes only.
 2008 Land Use Plan Map





Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image: 2019





Legend


-  PFA
-  Proposed S-1 Expansion
-  Ocean Pines Sewer Service Area, S-1

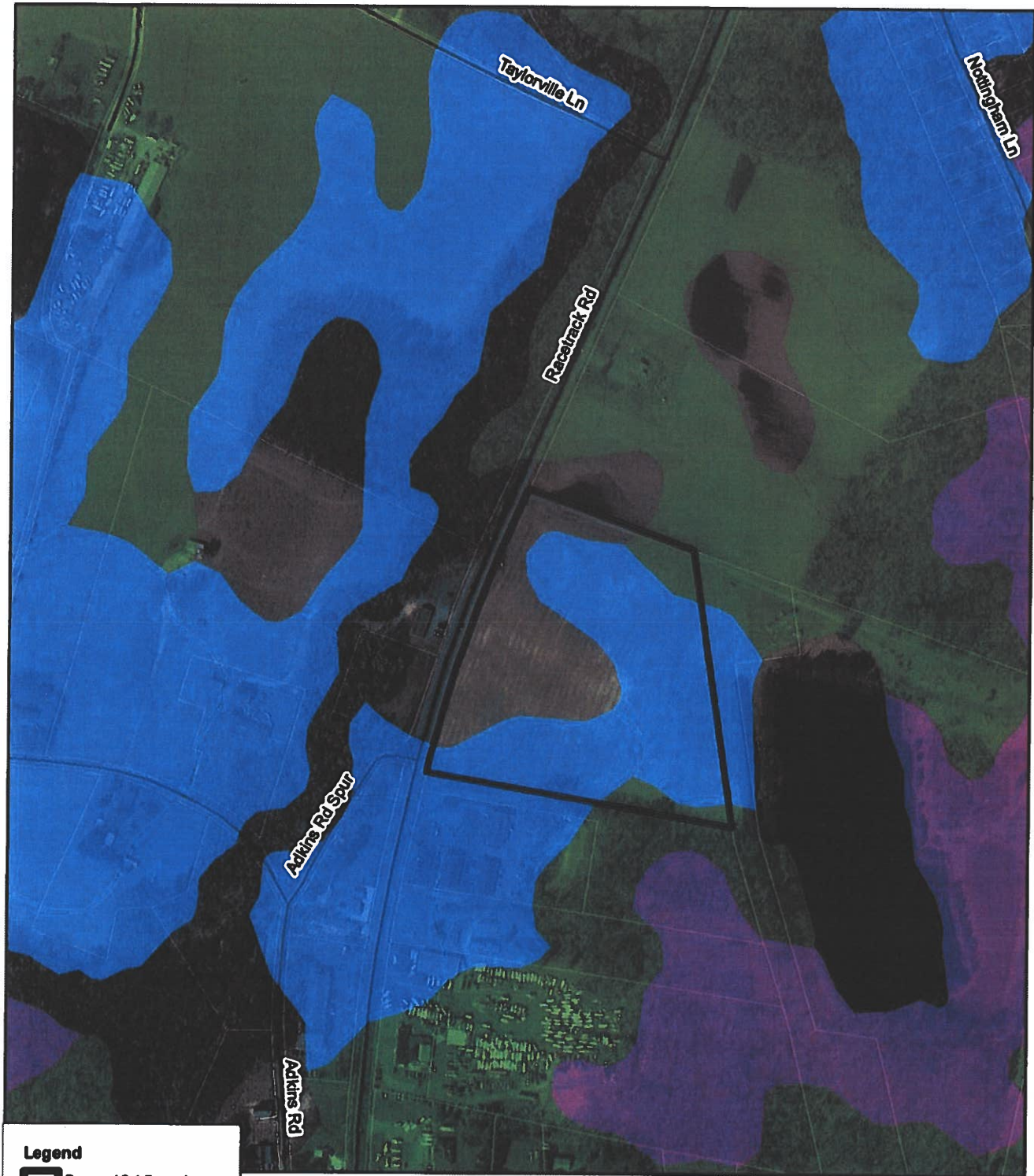
**SW2021-01: Proposed Expansion of Ocean Pines
Sewer Planning Area, S-1 and PFA**

Tax Map 21
Parcel 72

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image: 2019

0 0.035 0.07 0.14 Miles



Legend

Proposed S-1 Expansion

Prime Farmland

All areas are prime farmland

Prime farmland if drained

Prime farmland if irrigated

SW2021-01: Proposed Expansion of Ocean Pines Sewer Planning Area, S-1 and Prime Farmland

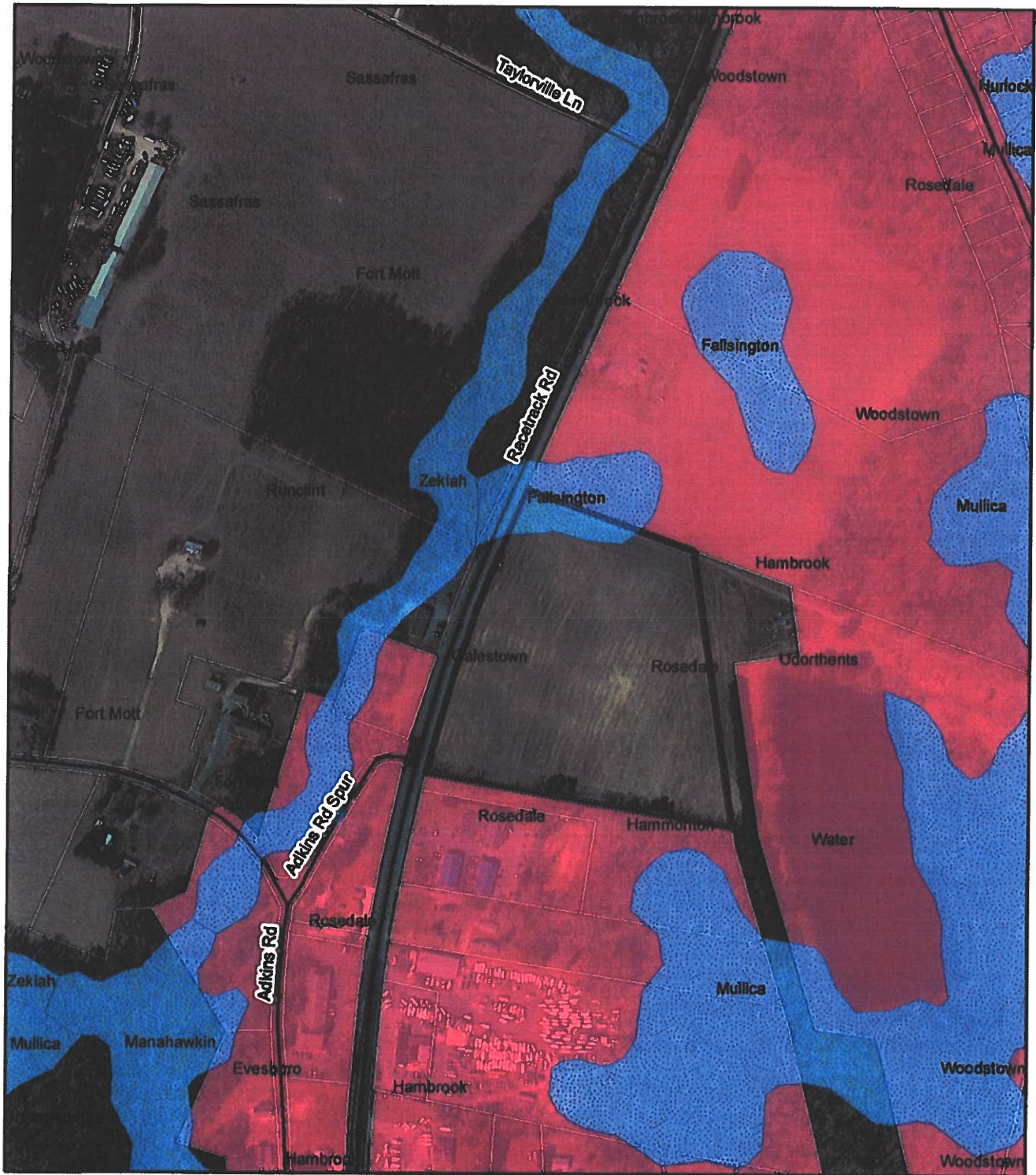
Tax Map 21

Parcel 72

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Soils data: USDA/Soil Conservation Service
Aerial image: 2018

0 0.035 0.07 0.14 Miles





Legend


-  Hydric Soils
-  Proposed S-1 Expansion
-  Ocean Pines Sewer Service Area, S-1

SW2021-01: Proposed Expansion of Ocean Pines Sewer Planning Area, S-1 and Drainage

Tax Map 21
Parcel 72

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Soils data: USDA/Soil Conservation Service
Aerial image: 2019

0 0.035 0.07 0.14 Miles




Attachment 2

Planning Commission Minutes

IV. Comprehensive Water and Sewerage Plan Amendment

- A. As the next item of business, the Planning Commission reviewed an application associated with the expansion of the Water and Sewer Planning Areas in the *Master Water and Sewerage Plan (The Plan)* for the Ocean Pines Sanitary Service Area (SW 2021-01). Robert Mitchell, Director of Environmental Programs, appeared to present the staff report to the Planning Commission. Hugh Cropper, attorney, was present on behalf of the Wave Holdings, LLC, the applicant. John Salm, from JW Salm Engineering, was present on behalf of the applicant as well.

Mr. Cropper led off and agreed with the staff report and explained the developers, Wave Holdings, intend to construct mixed-use commercial and medical buildings on this property, which totals 11.5 acres, and is located south of the south gate of the Ocean Pines community. It is adjacent to the planned Atlantic General Hospital annex medical building and sits north of the Ocean Downs racetrack and casino. Mr. Cropper questioned Mr. Salm about various parts of the project and the need to connect to public services. Mr. Salm indicated the consistencies found for this development within the *Comprehensive Plan* and the *Plan's* land use designations. Mr. Salm also indicated the connections to Ocean Pines would be approved and inspected by Department of Public Works and would be turned over to the County upon completion. The improvements would be feasible from an engineering and economic standpoint, he added.

Mr. Mitchell explained that the applicant is requesting an expansion of the Ocean Pines Water and Sewer Planning Areas for the subject property in *The Plan*. This revision is to provide public water and sewer sanitary capacity to serve a proposed commercial development on the property with new planning designations of S-1/W-1 (immediate to two years). This property is currently not included within the Ocean Pines sewer or water planning areas with a planning designation of S-6/W-6 (no planned service). The property however is designated Commercial Center and Existing Developed in the *Comprehensive Plan*, which is consistent with the provision and extension for public sewer and water. They are adjacent to and surrounded on three sides by the service area boundaries.

Mr. Mitchell answered a question from Mr. Church regarding capacity in the Ocean Pines WWTP and responded that the plan had the capacity to serve the proposed development. He also asked about capacities in adjacent service areas for West Ocean City and Mystic and Mr. Mitchell responded that the Mystic and West Ocean City areas still have EDUs, but they are in a different position than Ocean Pines regarding available capacity. Ms. Ott asked if the plant would need to expand capacity for this development and Mr. Mitchell said an expansion would not be needed.

Mr. Mitchell did conclude with the staff comments in the report, noting the consistencies found for such a development within the *Comprehensive Plan* and land use designations, and that the proposed improvements would be permitted in accordance with existing zoning within the property boundaries of the property.

ITEM 17

Following the discussion, a motion was made by Ms. Knight, seconded by Mr. Wells, and carried unanimously to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners.




ACAO Note: Proposed
Public Hearing on
May 4, 2021

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Proposed Expansion Ocean Pines Sanitary Area**
Petition for Expansion – Wave Holdings, LLC
SSA-2021-01

Date: 3/29/21

A valid application and petition exceeding the threshold of 67% was filed by Mr. Hugh Cropper and Mr. John Salm, on behalf of Wave Holdings, LLC and the owner, Ms. Margaret Bunting, for an expansion of the Ocean Pines Sanitary Service Area for water and sewer. The application requested an addition of the subject property to the service area for water service. The property is located on the northern side of Beauchamp Road, directly north of the Ocean Pines community, and is presently served by private water and sewer. The property would need to construct an extension to connect to an appropriate location within the Ocean Pines water distribution system and an appropriate location within the Ocean Pines collection system for sewer. This determination was made pursuant to Section § PW 5-305 (b)(1)(A.) of the Public Works Article. In accordance with the Code of Public Local Law, the application was referred to the staff. This report was prepared by the Director of the Department of Environmental Programs after consultation with County staff.

The applicants seeks to expand the Ocean Pines Sanitary Service Area for the subject property. The subject property is located on the east side of Maryland Route 589 (Racetrack Road), north of the intersection with Gum Point Road. The property is more specifically identified on Worcester County Tax Map 21 as Parcel 72, and is not within the Ocean Pines water or sewer planning areas, but was recently approved for expansion of the W-1 water and S-1 sewer planning areas (immediate to 2 years) by the Planning Commission at their meeting on March 4, 2021, and is shown on the attached map.

The application requests to add the subject property to the Ocean Pines Sanitary Service Area to serve a proposed commercial mixed-use development. The application proposes at build-out, the provision of forty-five (45) equivalent dwelling units (EDUs), or 13,500 gallons per day of sewer and water service to the property from a water distribution line that will be installed to connect to the Ocean Pines water distribution system, and a sewer main and pump station that will be installed to connect to the Ocean Pines sewer collection system. The final build out demand may be significantly reduced, depending on the equipment and technology selection for the proposed car wash with recycling system.

This proposed connection project will consist of construction of an extension distribution system, including connecting to the Ocean Pines water distribution system, disconnecting the existing community water treatment system, and installing appropriate valves, hydrants, and other appurtenances associated with the connection of the community.

Along with County staff, I have investigated and evaluated the petition for the expansion of the Ocean Pines Service Area for water service. In order to evaluate the proposal I met with and solicited comments from the Water and Sewer Committee, specifically Mr. John Ross of the Department of Public Works (DPW) and Ms. Michelle Carmean, Enterprise Fund Controller with the Worcester County Treasurer's Office.

DPW staff also looked into the expansion of the service area and found the connection will be feasible from an engineering standpoint. The applicant will need to work with DPW on acceptable connection routes and infrastructure components for this project, keeping in mind we are linking adjacent properties as well to the same connection points for the Ocean Pines Sanitary Area water and sewer systems.

After reviewing all of the applicable information and discussing the same with staff, the findings listed below are the results of the evaluation of this petition under the requirements of Section § PW 5-305 (b.) (2.) of the Public Works Article:

A. Expansion is desirable for the health, safety and welfare of the property owners and their customers in the expanded area and for the environment because:

- a. The provision of public water will provide for a safe and reliable water supply to this community. The provision of public sewer will provide the same and will keep another interim septic system from being installed adjacent to a public service area.
- b. The provision of public water services to the proposed service area would provide a much greater degree of comfort and convenience for the existing residents and will provide fire flow to the proposed commercial development.

B. The construction and operation is feasible from an engineering and economic standpoint:

- a. The construction will be paid for by the applicant. Operations will be done by the Department of Public Works, paid for by this residential community of new customers.
- b. The Enterprise Fund Controller has found this project feasible from an economic standpoint if the property owner is willing, as petitioned, to pay for the connections.

C. The proposal is in the best interest of the public health, safety and welfare of all the residents of the county:

- a. The inclusion of this property in a public water and sewer sanitary area is in the best interest of the residents of the County.

D. The proposal will not be unduly detrimental to the environment or the county:

- a. The inclusion of this property in a public water and sewer sanitary area will not be unduly detrimental to the environment or the county. Preventing the installation of an interim septic system on the property with the provision of public sewer will be an environmentally beneficial action for the county.

E. The design and operation of the infrastructure serving this area is in accordance with all required permits and applicable standards:

- a. The applicant is responsible for all costs associated with design and permitting of the connection infrastructure. The County Department of Public Works will be responsible for operations, with the costs being paid by this residential community customer. DPW will also inspect all construction before final approval and acceptance.

As detailed above, this petition was investigated according to Section § PW 5-305 of the Public Works Article and found to be in conformance with the standards we examine in processing such applications. Staff has found no reason to find that the proposed expansion of the Ocean Pines Sanitary Service Area under our local laws, would be unfeasible from a technical or financial standpoint.

At this time, permission to hold a public hearing to review this service area expansion by contract is requested. This hearing will review the proposed expansion and allow the applicants and the public comment on the expansion of the Ocean Pines Sanitary Service Area. I have forwarded a draft notice to Mr. Young for review. I will be available to discuss the matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Petition
2. Petition Map
3. Proposed Service Area Map Showing Expansion of Service Area for Water Service

cc: Ocean Pines Sanitary Area File SSA-2021-01

**Petition for an Expansion to an Existing Sanitary Service Area -
Greater Ocean Pines Sanitary Service Area (GOPSSA)**

Name: Greater Ocean Pines Sanitary Service Area, Expansion.

Geographic Area: Map 21, Parcel: 72, located on the East Side of MD Route 589 North of the intersection with U.S. Route 50 and South of the intersection with MD Route 90.

Desirability of Facility: The facility is desirable since it will connect proposed commercial facilities to the Ocean Pines WWTP which treats to an ENR level.

Construction and Operation Feasibility: Construction will be paid for by the Applicant. Operations will be by the County Department of Public Works, paid for by the user. The subject property adjoins properties already included in the GOPSSA.

Public Health, Safety and Welfare: Public health, security and safety will be improved with the inclusion of this site in a public water and sewer sanitary area.

Effect on the Environment: Nitrogen discharges to the shallow groundwater and ultimately the Coastal Bays will be limited as a result of this expansion. Other contaminants are also eliminated since they are treated in the WWTP.

Design, Operation and Permits: The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid by the user.

Description of Proposed Facilities: The proposed facilities will consist of privately-owned, low-pressure sewerage pump stations and a public low-pressure force main along with public water mains connecting to the existing Ocean Pines system infrastructure, onwards to the Ocean Pines collection and water systems

Schedule for Construction: The facility will be constructed after the water and sewer plan amendment and the service area application are approved and all other permits are issued.

Number of Equivalent Dwelling Units/Allocation: 45 @ 300 gpd/edu for the expansion.

Property Owner Signature: Margaret P. Bunting Date: 2-11-2021

Applicant Signature: WAVE HOLDINGS, LLC Date: 2/10/2021
(if other than property owner) for

**Water Wastewater Services Enterprise Fund
Expansion to the GOSSA**

	<u>Personnel</u>	<u>Estimated Annual Budget</u>
11.130.6002	SALARIES - SUPPORT GROUP	21,000
11.130.6007	OVERTIME	0
		21,000
	<u>Supplies & Materials</u>	
11.130.6230	CHEMICALS	0
11.130.6300	TOOLS	0
11.110.6309	EQUIPMENT	0
11.130.6305	UNIFORMS	400
		400
	<u>Maintenance & Services</u>	
11.130.6104	ELECTRICITY	0
11.130.6252	WATER SYSTEM MAINTENANCE	1,000
11.130.6255	PLANT SYSTEM MAINTENANCE WWTP	500
11.130.6256	COLLECTION SYSTEM MAINTENANCE	2000
11.130.6257	PLANT SYSTEM MAINTENANCE WTP	0
11.130.6260	EQUIPMENT/VEHICLE RENTAL	1000
11.130.6281	BUILDINGS AND GROUND MAINTENANCE	0
11.130.6296	LAB TESTING	0
11.130.6304	PROFESSIONAL FEES	0
		4,500
	<u>Other Charges</u>	
11.130.6003	BENEFITS-SUPPORT GROUP	2,970
11.130.6013	SALARY PAID TO OTHER AREAS	0
11.130.6014	MARK UP PAID TO OTHER AREAS	0
11.130.6211	INSURANCE	1000
11.130.6306	EDUCATIONAL TRAINING	130
11.130.6329	SAFETY	130
		4,230
	<u>Interfund Charges</u>	
11.130.6005	OFFICE EXPENSE (TREASURER)	30
11.130.6008	OFFICE EXPENSE (SUPPORT GROUP)	120
11.130.6016	TREASURERS SUPPORT - SALARIED	1,220
11.130.6017	TREASURERS SUPPORT - FRINGE	480
11.130.6018	PUBLIC WORKS/SALARIES	1,450
11.130.6019	PUBLIC WORKS/BENEFITS	560
11.130.6020	PUBLIC WORKS/OPERATOR EXPENSE	30
		3,870
	<u>Capital Equipment</u>	
11.130.1503		0
	TOTAL	34,000

02/05/21

2

www.jwse.com

**Water Wastewater Services Enterprise Fund
Proposed Expansion to the GOSSA**

Revenue

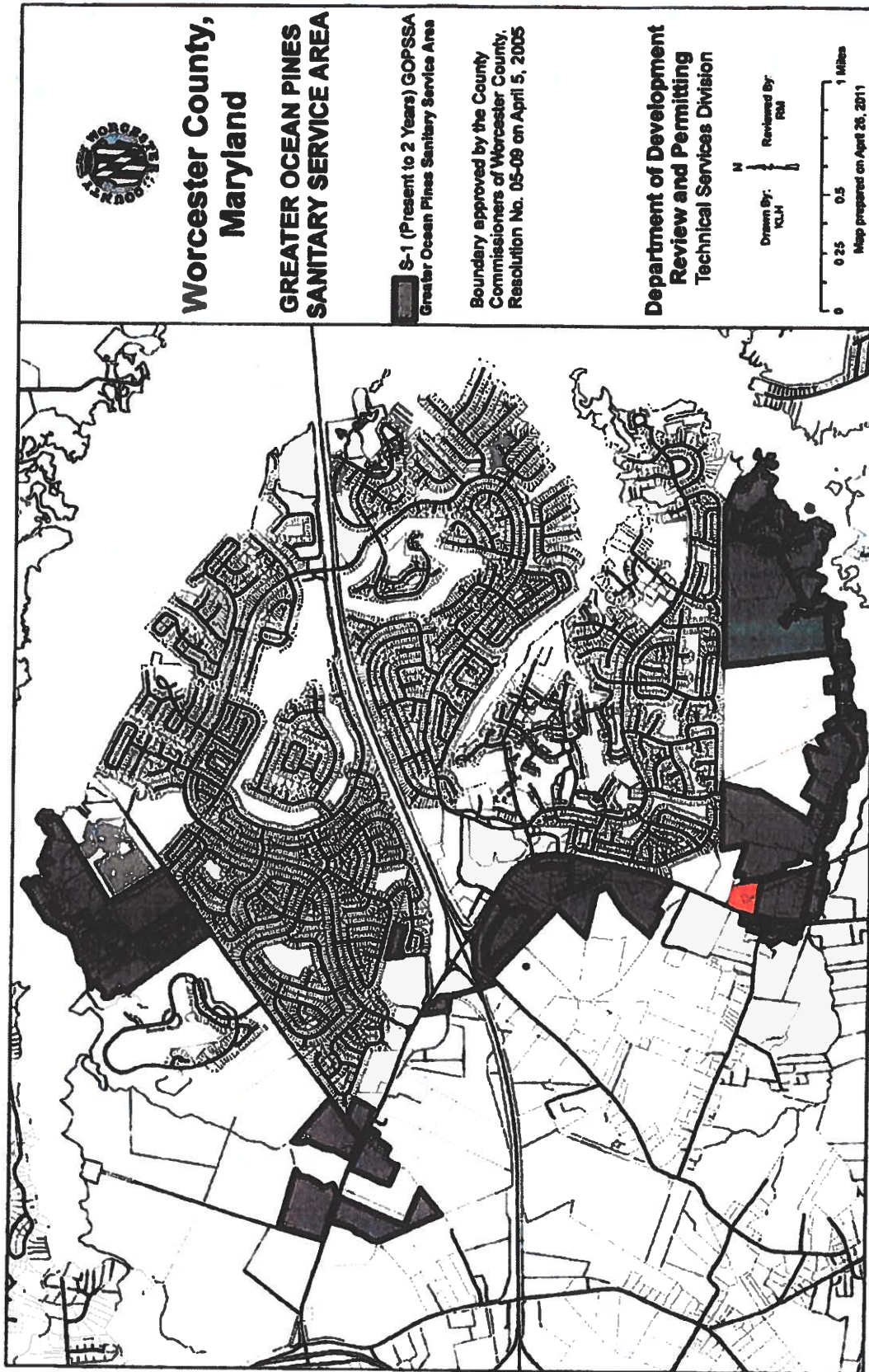
DOMESTIC CHARGES	0
COMMERCIAL CHARGES	34,000
INTEREST AND PENALTIES	0
INTEREST ON INVESTMENTS	0
OTHER REVENUE	0

Expenditures

PERSONNEL SERVICES	21,000
SUPPLIES & MATERIALS	400
MAINTENANCE & SERVICES	4,500
OTHER CHARGES	4,230
INTERFUND CHARGES	3,870
CAPITAL EQUIPMENT	0

Figures

**Expansion of the Greater Ocean Pines Sanitary Sewer Service Area
(GOPSSA)**





Proposed S-1



SW2021-01: Proposed Expansion of Ocean Pines Water Planning Area, S-1


Tax Map 21
Parcel 72

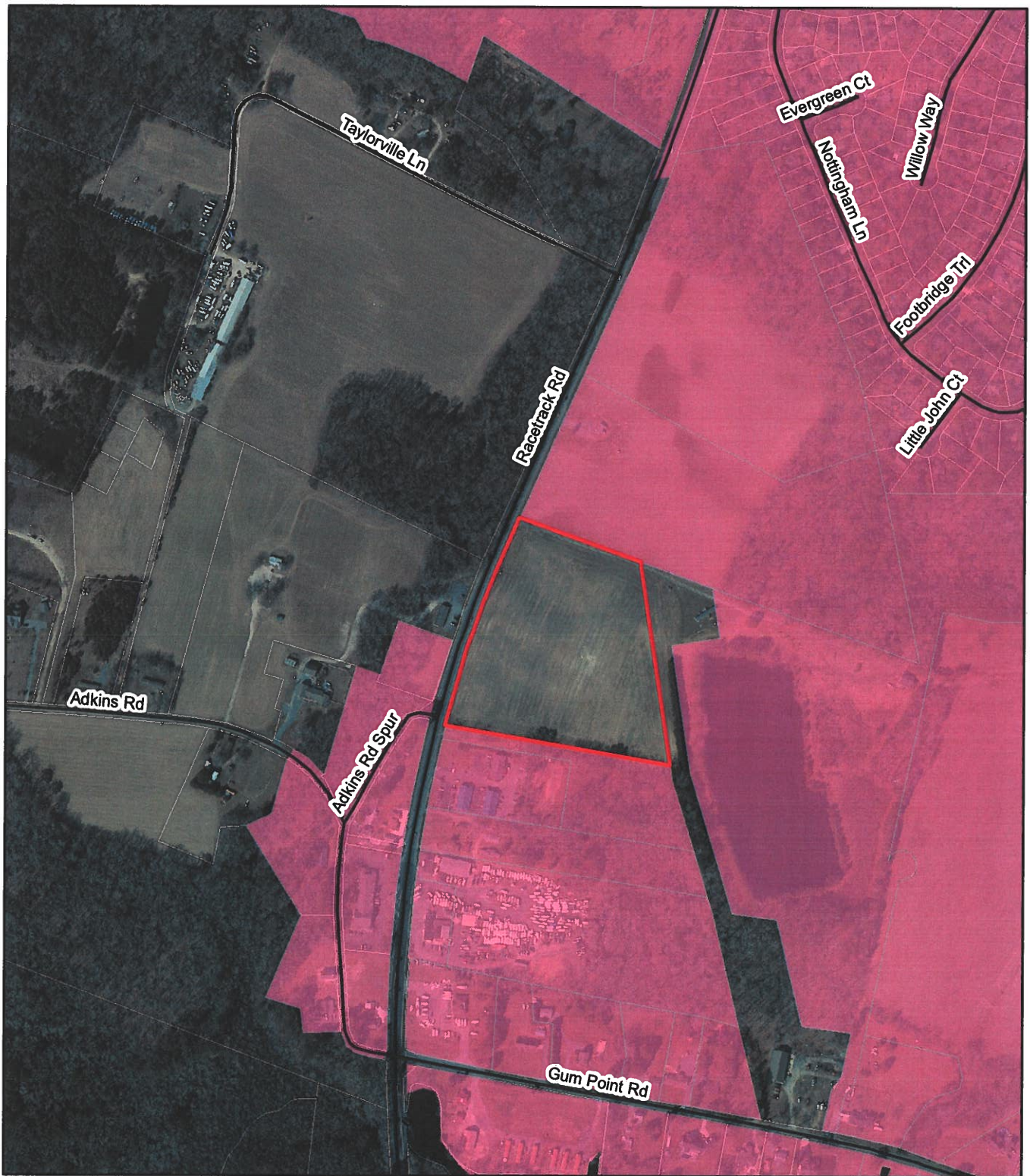
Legend

-  Ocean_Pines_water_service_area_1
-  Proposed S-1 Expansion

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image: 2019

0 0.035 0.07 0.14 Miles



Legend

- Proposed S-1 Expansion
- Ocean Pines Sewer Service Area, S-1

SW2021-01: Proposed Expansion of Ocean Pines Sewer Planning Area, S-1

Tax Map 21
Parcel 72

Prepared by Worcester County Department of Environmental Programs
February 25, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.
Aerial image: 2019

