

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

May 21, 2019

Item

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding hiring an Accounting Intern for the Treasurer's Office, a Part-Time Temporary Roads Worker II for the Roads Division of Public Works, posting to fill vacancies for a Correctional Officer Trainee at the Jail and an Office Assistant IV in County Administration, and hiring a Temporary Office Assistant in County Administration; discussing personnel matters in the Sheriff's Office; consulting with staff about pending and potential litigation; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:10 - Chief Administrative Officer: Administrative Matters 1-12
(Housing Rehabilitation Program Bid Package; MOU for Funding Assistance - Broadband Feasibility Study; Proposed Worcester County Government Social Media Policy; Clarification of Budget Approval and Authorization; Pending Board Appointments; MOU with Maryland Association of Counties - Salary Survey Software; Proposed FY21 Public Library Capital Grant Application - Pocomoke Branch Library Project; Approval of Non-Recreation Fee Schedule; Proposed Greys Creek Nature Park Plan; Bid Specifications for Construction of Newark Spray Irrigation Facilities and Approval of Construction Administration and Inspection Services; Proposed Program to Address Illegal Dumping and Littering Along County Roadways; and potentially other administrative matters)
- 10:20 -
- 10:30 -
- 10:40 -
- 10:50 -
- 11:00 - Legislative Session - Public Hearing on Bill 19-1 (Revenue - Hotel Rental Tax) 13
- 11:10 - Questions from the Press; County Commissioner's Remarks
- 11:15 - Budget Work Session - FY20 County Operating Budget - Continue Review from May 14, 2019
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 -
- Lunch
- 1:00 PM - Budget Work Session - FY20 County Operating Budget - Continue Review to Completion
- 1:10 -
- 1:20 -
- 1:40 - **AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**
- 2:00 -

Hearing Assistance Units Available - see Kelly Shannahan, 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

May 7, 2019

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

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Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, with Commissioner Mitrecic temporarily absent, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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 Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; and two candidates for Economic Development Director. Topics discussed and actions taken included: conducting interviews for Economic Development Director; promoting Jared Belka from Maintenance Worker II and John "Dylan" Partridge from Maintenance Worker I to Plant Operator Trainees and posting to fill the position of Water System Supervisor within the Water and Wastewater Division of Public Works; rehiring David Waters as a part-time temporary Roads Worker IV for the Roads Division, Brendan Harrigan and Jacob Kvarda as Landfill Operator II's and posting to fill the vacant position of Landfill Operator I for the Solid Waste Division of Public Works; posting to fill the position of Communications Clerk Trainee for Emergency Services; hiring John Znamirovski as a Correctional Officer Trainee and posting internally to fill the position of Sergeant/Kitchen Manager within the Jail; reviewing personnel matters in the Sheriff's Office; consulting with staff about pending litigation; receiving legal advice from counsel; and performing administrative functions, including: dispatcher schedule change within Emergency Services.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 10:05 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order, and following a morning prayer and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open session minutes of their April 2 and 9, 2019 budget work sessions and their April 16, 2019 open and closed session meeting minutes

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as presented.

The Commissioners presented a proclamation to Tourism Director Lisa Challenger and other Tourism officials recognizing the week of May 5-11, 2019 as Tourism Week in Worcester County to celebrate the contributions and accomplishments of Worcester County Tourism and its many state and local partners to grow tourism locally. Tourism officials from agencies throughout the County who joined Ms. Challenger for the presentation included Denise Sawyer, Melanie Pursel, Karah Lacey, Jordy Figgs Kuczak, Kerry Bunting, Ivy Wells, and Liz Walk.

The Commissioners presented a proclamation to Local Management Board (LMB) Director Jessica Sexauer recognizing May 5-11, 2019 as Children's Mental Health Matters Week and May 9 as National Children's Mental Health Awareness Day to raise awareness about and reduce the stigma surrounding mental illness. Representatives from the LMB, Health Department, Department of Social Services (DSS), Board of Education's (BOE) school-based wellness team, and Maryland Coalition for Families joined Ms. Sexauer for the presentation.

The Commissioners presented a proclamation to Department of Social Services (DSS) Director Roberta Baldwin and other DSS foster care professionals and foster parents recognizing May as National Foster Care Month and thanking them for their efforts to bring stability and a sense of self-worth back into the lives of young people whose lives have been disrupted through no fault of their own.

The Commissioners presented a commendation to Alison and Terry Tinker for being named the 2019 Worcester County Foster Parents of the Year by DSS for their willingness to serve foster children in the community. The Commissioners commended the Tinkers for opening their hearts and homes for more than 30 years to bring hope and stability to children whose lives are in crisis.

The Commissioners conducted a hearing on Nuisance Abatement Order No. 19-1 on property located at 2844 Byrd Road in Pocomoke City, Maryland, and more specifically identified on Tax Map 84 as Parcel 379. The specific nature of the nuisance includes the uncontrolled growth of grass, weeds and other vegetation, the outdoor storage and accumulation of personal property occupying greater than 100 square feet of land area, and an accumulation of junk vehicles, which constitutes a nuisance under the provisions of Subsection PH 1-101(a)(1), (4), and (14) of the County Code.

Neither Ralph Webb, Jr. or Karen Brown (property owners), or Michael Louis Parrett (tenant) were present during the hearing that Mr. Parrett requested¹.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously upheld their prior decision to require abatement of the nuisance by the May 18, 2019 deadline.

¹ Mr. Parrett arrived at the meeting at 11:00 a.m., 30 minutes after the scheduled hearing had concluded.

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Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the FY20 Critical Area Grant Agreement awarding the County \$10,000 to cover a very small portion of the County's actual cost to administer the Chesapeake and Atlantic Coastal Bays Critical Area programs.

Library Director Jennifer Ranck informed the Commissioners that the State awarded the Library an FY20 County Public Library Capital Grant of \$120,000 for the design phase of the Pocomoke Branch Library. Ms. Ranck advised that \$500,000 is available within the Assigned Fund Balance for the Library project to cover the required County match of \$120,000. She further stated that the Library plans to pursue an FY21 County Public Library Grant to cover construction costs, and Gipe Associates, Inc. completed the preliminary design and engineering analysis/feasibility study for the branch, which will be presented to the Commissioners along with a current cost estimate for the project on May 21, 2019.

Upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign a letter to State Librarian Irene M. Padilla of the Maryland State Library committing FY20 County matching funds of \$120,000 for the Pocomoke Branch Library design phase.

In a related matter, Commissioner Bertino thanked Ms. Ranck for her efforts regarding recent improvements to the Ocean Pines Branch Library, noting that the facility looks great.

Pursuant to the request of Recreation and Parks Director Tom Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the USA Softball National Championship Tournament Agreement between USA Softball, Inc., the Worcester County Commissioners, and USA Softball of Maryland DC Delaware to host and sponsor the Girls 18U National Eastern Championship Tournament from July 24-27, 2019 at the Showell Park and Berlin Little League fields, as well as similar contracts for the Girls U10, U12, and U14. Mr. Perlozzo stated that 21 teams from five states have already registered for the 18U event, and this event is expected to generate \$10,000 in net revenues for the County. Mr. Perlozzo also explained that this event will continue for three years, and attendance can be estimated based on the housing provided at local hotels.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the Commissioners unanimously agreed to appoint Rodney Bailey to the Solid Waste Advisory Committee for the remainder of a four-year term expiring December 31, 2021, to fill the position created by the death of Wendell Purnell.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 19-14 to amend the Worcester County Government Personnel Rules and Regulations regarding the retiree medical insurance payment process and delinquent accounts, as conceptually approved by the Commissioners at their April 16, 2019 meeting and after having been posted for 15 days and receiving no comment. The amendment states that all insurance payments are due on the fifteenth of the calendar month for the next calendar month's coverage, and the insurance shall be cancelled permanently for those whose payments are not received

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within 90 calendar days of the due date. Furthermore, beginning July 1, 2019 medical insurance premiums will automatically be deducted from Maryland State Retirement System (MSRS) checks for those eligible retirees and retiree dependents receiving MSRS retirement checks.

Pursuant to the request of Ms. Norton and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the May 8-17, 2019 collection schedule for the County's annual Operation We Care program to send care packages for Armed Forces' Day and Veteran's Day to troops related to someone that lives on the Eastern Shore.

Ms. Norton advised the Commissioners that the next County Blood Drive will take place at the Worcester County Recreation Center (WCRC) in Snow Hill on June 12, 2019 from 8:30 a.m. to 1:30 p.m.

Pursuant to the request of Ms. Norton and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to host the annual Volunteer Spirit Award Dinner at the Atlantic Hotel in Berlin on August 21, 2019 from 6:00 - 8:00 p.m. Ms. Norton advised that funds of \$3,500 are available within the budget for this event.

Pursuant to the request of Finance Officer Phil Thompson and upon a motion by Commissioner Church, the Commissioners unanimously approved the Designated Funds transfer of \$1 million to the Other Post Employment Benefits (OPEB) trust accounts. Mr. Thompson stated that the funds have and will continue to be allocated equally between the trusts for County Government and the Board of Education (BOE).

Pursuant to the request of Enterprise Fund Controller Jessica Wilson and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule the public hearing on the requested FY20 Operating Budget for the Water and Wastewater Enterprise Fund (Sanitary Service Area Budgets and Assessments) on Tuesday, June 4, 2019, at 10:40 a.m.

Pursuant to the request of Ms. Wilson and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule the public hearing on the requested FY20 Operating Budget for the Solid Waste Enterprise Fund on Tuesday, June 4, 2019, at 10:40 a.m.

Pursuant to the request of Ms. Wilson and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule the public hearing on the requested FY20 Operating Budget for the Liquor Control Enterprise Fund on Tuesday, June 4, 2019, at 10:40 a.m.

The Commissioners reviewed correspondence from State representatives commenting in response to a letter from the Commissioners on February 19, 2019 to Norman C. Wang, Building Codes Administration Director of the Maryland Department of Labor, Licensing and Regulation (DLLR), advising of the Commissioners' intent to institute a revised Building Permit Application form and a Single-Family Home Residential Fire Sprinkler Waiver form, which would allow property owners to opt out of the State requirement to install fire sprinklers in all new

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single-family homes effective July 1, 2019 and seeking State comment on their proposal on or before May 1, 2019. State correspondence included a response letter from DLLR Labor and Industry Commissioner Matthew Helminiak to the Commissioners; an email from District 38 Delegate Wayne Hartman to the Commissioners, fully supporting their efforts to make this change in Worcester County; a letter from Daniel Davis, Jr., State Fire Prevention Commission Chair to the Attorney General regarding Allegany County and Worcester County not enforcing or upholding the Maryland Building Performance Standards (Standards) requiring automatic fire sprinkler systems in newly constructed one- and two-family houses; and a letter from Assistant Attorney General Jeremy M. McCoy to Delegate Dana Stein advising that, except under limited circumstances, a local jurisdiction may not adopt local amendments to the Maryland Building Performance Standards (Standards) that weaken or opt out of the automatic fire sprinkler systems provisions of the Standards for townhouses and one- or two-family dwellings in the local jurisdictions. Mr. Higgins stated that staff is seeking guidance from the Commissioners on how to proceed.

In response to a question by Commissioner Bunting, County Attorney Maureen Howarth stated that it would require the passage of new State legislation for the County to opt out of the State sprinkler requirement. Commissioner Bunting, therefore, suggested modifying House Bill 19 - Public Safety - Building Performance Standards - Local Amendments to Fire Sprinkler Systems Provisions, which was introduced in 2016 by Delegate Christopher Adams and others to repeal the State requirement that fire sprinklers be installed in new and renovated one- and two-family homes, to exclude only single-family homes, and to ask the Eastern Shore Delegation to introduce the legislation during the 2020 General Assembly session.

Commissioner Mitrecic stated that even one life lost to a fire is too many, but the State requirement is an overreach of power and places a significant burden on new home buyers, especially those in rural areas where public water systems are not available. He noted that there are more deaths due to a lack of working smoke detectors in homes, and the County should focus on ensuring that each home has working smoke detectors, as required in the County Code, and more specifically interconnected smoke detectors, so that if one is activated, all of the detectors' alarms will sound.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted unanimously to request that the Eastern Shore Delegation introduce legislation to allow for a single-family residential fire sprinkler waiver provision in the State Code. The Commissioners further agreed to send a copy of the letter of request and background information, including the County's draft building permit and draft waiver form, along with a letter seeking support to the executives and commissioners/council presidents of all 23 Maryland counties and Baltimore City, the Maryland Rural Counties Coalition, all State legislators, and Governor Larry Hogan.

Commissioner Elder strongly supported the proposal, but clarified for the public that individuals may still chose to voluntarily install fire sprinkler systems in their single-family homes if they choose to do so, but they would not be required to do so as currently required by the State at significant expense.

In response to an earlier request by Commissioner Bunting, the Commissioners reviewed the results of a recent speed study that was conducted by the Roads Division of Public Works on

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Dixie Drive from April 11-15, 2019. Commissioner Bunting noted that the posted speed limit on Dixie Drive is 30 miles per hour, though results of the speed study found that only 37.3% of the observed drivers were obeying the speed limit.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to request that the Sheriff's Office increase enforcement of the posted speed limit on Dixie Drive.

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

Following a motion by Commissioner Bertino, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 10:58 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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 Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: reviewing personnel matters in the Sheriff's Office; consulting with staff about pending litigation; receiving legal advice from counsel; and performing administrative functions, including: reviewing the schedule for the public hearing on the FY20 County Operating Budget.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 11:30 a.m.

After their closed session, the Commissioners recessed until 7:00 p.m. to host the public hearing on the FY20 Requested County Operating Budget at the Stephen Decatur High School auditorium.

The Commissioners conducted a public hearing at 7:00 p.m. at the Stephen Decatur High School auditorium on the FY20 Requested County Operating Budget. Commission President Purnell called the meeting to order and welcomed those in attendance. Chief Administrative Officer Harold Higgins presented a PowerPoint presentation outlining the FY20 Requested Operating Budget. The presentation included the following graphs and information: FY20 Budget Issues; General Fund Estimated Revenues and Requested Expenditures for FY20; Worcester County Assessable Tax Base from FY16-FY20 from \$14.9 billion to \$16.4 billion; General Fund Major Revenues - Property Tax, Income Tax, and Recordation and Transfer Taxes from FY17-FY20; General Fund Revenue and Expenditure Comparisons from FY17-FY20; FY19 Real Property Tax Rates of counties on the Eastern Shore of Maryland of which Worcester County is 2nd lowest in Maryland at \$0.835 per \$100 of assessed value; 2019 Income Tax Rates of Eastern Shore counties of which Worcester County is the lowest in Maryland at 1.75%; the Worcester County Constant Yield Tax Rate of \$0.8231 per \$100 of assessed value to yield the current real property tax revenues; and the Schedule of Upcoming Budget Work Sessions on May 14, 21, and 28, 2019 (if all are necessary); and the Budget & Tax Rate Adoption on June 4, 2019.

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Mr. Higgins explained that the requested expenditures of \$202,683,755 exceed the County's estimated revenues of \$195,891,813 by \$6,791,942. He stated that this difference must be reconciled by the Commissioners either through reductions in expenditures, additional revenues or a combination of both. Mr. Higgins further explained that the Constant Yield Tax Rate (CYTR) represents the property tax rate that would generate the same amount of revenues the County received in the current fiscal year. He noted that in February the State informed Worcester County that, to fully offset the effect of increasing assessments, the real property tax rate would need to be decreased from the current tax rate of \$0.835 per \$100 of assessed value to the CYTR of \$0.8231 to remain constant with the current year, FY19. He stated that the CYTR would create no additional revenue above the current year's total, but explained that the County Commissioners are considering not reducing its real property tax rate enough to fully offset increasing assessments and instead will consider adopting a real property tax rate of up to \$0.8666 per \$100 of assessed value to fully fund budget requests. This tax rate is 5.3% higher than the CYTR and would generate an additional \$6,793,232 in real property tax revenues.

Commissioner Purnell opened the floor to receive public comment on the individual department budget requests, proposed property tax increase, and the Board of Education budget request, in that order.

Harold Scrimgeour of Stockton stated that the County should place an Economic Development officer over Development Review and Permitting and Environmental Programs to create a growth plan that provides jobs for County students upon graduation and doesn't result in the continued proliferation of chicken houses.

Tim Jerscheid of Stockton stated that no price tag can be placed on the service provided by the volunteer fire companies and asked the Commissioners to work to increase funding and improve the lines of communication with them.

Trey Heiser of Snow Hill stated that the volunteer fire companies provide a multi-million dollar savings to the County for the services they provide, but they have seen very little increase in the annual grant for fire and emergency medical services in the past years, and he asked the Commissioners to reconsider the current funding formula.

Steve Grunewald of Ocean Pines thanked the Commissioners for their past funding to the volunteer fire companies and asked them to do all they can to increase future funding.

Diakonia Board President Allyson Bernard Church stated that Diakonia does a lot to raise money to operate the shelter, and she thanked the Commissioners for their ongoing support, which allows Diakonia to leverage needed State, federal, and even private funding. She advised that Diakonia provides emergency shelter and many other needed services that help area residents in crisis become stable and self sufficient. She stated that last year Diakonia provided 13,714 bed nights for Eastern Shore residents from Worcester County (61%), Wicomico County (37%), and Somerset County (2%), helped 29 military veterans, provided emergency solutions to 146 households, and helped almost 400 individuals avoid homelessness. She stated that Diakonia recognizes the value of every County dollar allocated and asked the Commissioners to continue their support of Diakonia and other vital social service programs in the County.

Worcester County Developmental Center (WCDC) Executive Director Jack Ferry thanked the Commissioners for their ongoing support, which enables adults with disabilities to achieve their highest level of independence. He stated that the WCDC receives 85% of its funding from State and federal programs, but this funding does not cover all costs, which makes

continued County and other local funding vital. He asked the Commissioners for their continued stable support of the WCDC, and he invited them to come to the WCDC and meet the clients, who are the real dividends.

Steve Taylor of Worcester Youth and Family Counseling (WYFC) stated that WYFC has been providing needed services, including mental health and youth enrichment services, to the community since 1975, but due to budget constraints and an increased demand for services there is a three-week to two-month wait for services to families that need immediate assistance. He stated that WYFC utilizes County grant funds to leverage State and federal funds, and he urged the Commissioners to continue this much-needed support.

Mar-Va Theater Board President Rob Clarke stated that the Mar-Va Theater strives to raise the funding needed to cover an operating budget that provides a full lineup of community activities, including feature movies at low prices, plays, summer theater academies, and opportunities for high school students to earn community service hours. He advised that they have raised \$58,000 to replace the failing heating, ventilating, and air conditioning (HVAC) unit this year; however, another \$56,000 is needed to cover that cost, and he urged the Commissioners to grant their \$20,000 funding request to help cover operating and a portion of the HVAC replacement.

Jeffrey Bacon of Furnace Town stated that the Commissioners have and continue to be a lifeline to Furnace Town, beginning in the late 1970s with the restoration of the bog furnace to today with grant funds that allow them to serve the community. He urged the Commissioners to restore funding to the level of up to \$70,000 annually, which they had previously granted to Furnace Town.

Ron Geesey of Snow Hill stated that last year's County funding cut to Furnace Town in the amount of \$30,000 mid-year hurt operations. He reviewed the numerous community events Furnace Town hosts each year (including the 9th annual Iron Furnace 50 Bicycle Ride, which will draw 350 cyclists to Snow Hill this Saturday), in addition to the programs and services to residents, visitors, and school children, and he stated that they need the County to restore funding to help subsidize these costs, which will draw more people to the County and benefit the local economy.

Newton Weaver, President of the Worcester County Historical Society and speaking on behalf of Furnace Town, stated that this is National Tourism Week. He stated that, because museums in Worcester County play a significant role in generating tourism dollars, totaling \$1.6 billion last year, it is imperative that the Commissioners fund Furnace Town's grant request.

Furnace Town Director Jessica Evans stated that Furnace Town is an asset to the County, and they need support from the County to continue to provide vital educational programs and resources to school students.

Rina Thaler, Executive Director of the Art League of Ocean City, stated that the Art League has grown from opening its doors in 1963 to serve Ocean City to opening the new art center in 2013 and has also grown partnerships that help to build communities through the arts and extending programs. These programs include a nationally recognized Film Festival, Artists Paint OC, scholarships for students, fundraisers that help support programs for Diakonia, homeless veterans, and the Humane Society, programs for seniors, and Arts as Healing to help those recovering from opioid addiction. She stated that partnerships have helped the Art League extend programs and services to all of Worcester County, 365 days per year. Ms. Thaler noted

that the Art League also plays a significant role in tourism, and recently she had received calls from three travel writers because the Art League attracts many visitors to Worcester County each year. She concluded that when you touch people through art, you build better citizens. Therefore, she thanked the Commissioners for their past support and urged continued funding in the future.

Stacey Weisner, Executive Director of the Delmarva Discovery Museum (DDM) in Pocomoke, thanked the Commissioners for their ongoing investment in the DDM. She stated that the DDM, which is a hands-on museum, plays a significant role in attracting school students and visitors to Worcester County, noting that the Washington Post recently contacted her for information, so they could include the DDM in a list of things to do in Worcester County. She stated that they are currently updating the museum to make every station handicap accessible to improve the visitor experience, and she appreciates the Commissioners' continued funding, as they can't make it without support from the County.

Superintendent of Schools Lou Taylor thanked the Commissioners for supporting the Board of Education (BOE) and recognized today as National Teacher Appreciation Day. He stated that this year marks the BOE's 150th anniversary, and he recognized the Commissioners' wise investment in education and commitment to open dialogue as significant to their success. He stated that the BOE leads the State in college and career readiness and maintains the highest kindergarten readiness rate, along with the highest graduation rate and lowest drop out rate. Mr. Taylor advised that the BOE's top priorities are to maintain an exceptional school system, maintain small class sizes, materials for instruction, after school and summer programs, school safety, and a competitive salary and benefits package to attract and retain highly qualified staff. Because kids are at the heart of every decision the BOE makes, he asked the Commissioners to fully fund the requested BOE budget, to allow them to offer competitive salaries and benefits, keep class sizes small, cover transportation costs, and fund needed capital projects.

Beth Shockley-Lynch, mother of three and President of the Worcester County Teachers Association (WCTA) and a Snow Hill Elementary School Science Teacher, requested the Commissioners fully fund the FY20 BOE Budget, which provides proper compensation for teachers, as well as adequate funds to purchase materials of instruction and other classroom essentials to help Worcester County public schools remain the best in the State. She stated that teachers are magic makers, educational rock stars, and she asked the Commissioners to help keep that magic alive by fully funding the requested BOE budget to provide competitive salaries and benefits. She also thanked Human Resources Director Stacey Norton and the Health Benefits Committee for holding health care costs for FY20 at FY19 levels, with no change in benefits, and she thanked the Commissioners for providing her a seat on the committee. She also expressed concern that the State fails to fund Worcester County schools at a fair level and agreed that the State funding formula needs to be revised.

Melody Smith of Pocomoke spoke on behalf of all Pocomoke schools. She thanked Commissioner Nordstrom and all of the Commissioners for their visibility in the schools and for their ongoing support. She asked the Commissioners to continue that support by fully funding the requested BOE budget to provide a competitive salary package, funding for capital improvements, and to put students first.

Keri Payne, of Ocean Pines and speaking on behalf of Showell Elementary School (SES) and all north-end schools, thanked the Commissioners for their past support, particularly for the new SES that is currently under construction. She then asked the Commissioners to fully fund the

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requested BOE budget, noting that she trusts Superintendent Lou Taylor and hopes that the Commissioners trust him too.

Debbie Lamberton of Stockton advised that she is the proud grandparent of a Cedar Chapel Special School (CCSS) student who has made remarkable progress during her first five years at CCSS. She thanked the Commissioners for the funding that makes her granddaughter's education possible. She stated that children are the County's greatest asset, and she urged the Commissioners to fully fund the requested BOE budget to keep staff salaries competitive, class sizes small, and technology current, to include replacing nine whiteboards at CCSS.

Gina Alther, of Berlin and speaking on behalf of Stephen Decatur Middle School (SDMS) and Buckingham Elementary School (BES), thanked the Commissioners for their ongoing support, and she asked them to fully fund the requested BOE budget to provide a competitive salary package, materials of instruction, after and summer school programs, and new technology to prepare students for success, which is the best long-term investment.

Diana Hurney of Snow Hill stated that she has three boys in Snow Hill area schools, including Snow Hill High School (SHHS) and Worcester Technical High School (WTHS). She thanked the Commissioners for their past support and for providing the funds needed to remodel and expand SHHS, and she asked the Commissioners to continue that support by fully funding the requested BOE budget to enable the BOE to continue providing a world class education, which draws people to our area, boosts the local tax base, and helps make every child a success story.

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

Commissioner Purnell thanked everyone for attending the public hearing on the FY20 Requested Budget. She stated that the Commissioners would consider all the comments and suggestions presented this evening. She further stated that everyone's needs are important and the Commissioners will do their very best to take care of the entire county. But she cautioned that the Commissioners will not be able to fund all of the requests. She then asked everyone present to clear their hearts and minds as they depart the hearing and pray for wisdom for each of the County Commissioners in all of their upcoming decisions. She also invited the public to attend the budget work sessions scheduled for May 14, 21, and 28, 2019 if needed. Commissioner Purnell advised that the Commissioners will adopt a balanced FY20 County Operating Budget on June 4, 2019.

Upon a motion by Commissioner Mitrecic, the Commissioners adjourned to meet again at their budget work session on May 14, 2019.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

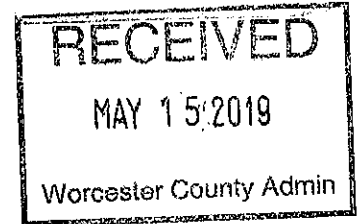
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

PLANNING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

1

Memorandum



To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum

Date: 5/15/2019

Re: Worcester County Housing Rehabilitation Program Bid Package

Attached please find a bid package for rehabilitation work to be performed at a single-family home located in Berlin. This project is proposed to be funded through the County's current CDBG grant, MD-18-CD-21. Please review and approve to be placed out for the County's competitive bidding process.

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

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single-family home located in the Berlin area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors 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 projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 10, 2019** 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 – June 10, 2019**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

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

Bid Submission Checklist

- ☐ Contractor Qualification Form
- ☐ Contractor Conflict of Interest Disclosure Form
- ☐ Bid Form- on your company letterhead using Worcester format
- ☐ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☐ 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.

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, June 10, 2019 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 – June 10, 2019". 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 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 (10) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

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

**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

Contractor Conflict of Interest Disclosure

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

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

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

CDBG Grant Number: _____		Date Received: _____	
<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	

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: 06/10/19

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 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: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC License #

Expiration Date

SCOPE OF WORK

A: Remove toilet from hall bathroom, toilet to be reinstalled. Remove all finish flooring, underlayment, and water damaged floor sheathing. Make any necessary repairs to floor joists due to heavy water damage. Install new like size floor sheathing where damaged was removed. Sheathing to be glued and screw nailed in place. Install new cement board underlayment with all necessary preparations for finish floor installment. Install new builder grade tile flooring with necessary grout and cleaning. Reinstall existing toilet with new wax ring seal.

PRICE: _____

B: Provide a complete environmental clean out of the crawlspace due to possible sewage contamination. Remove all insulation and vapor barrier. Remove existing crawlspace metal access door and replace with new. Install new R-19 Kraft faced fiberglass insulation in crawlspace floor system after environmental clean out. Install new 6 mil poly vapor barrier to completely cover crawlspace floor area.

PRICE: _____

C: Remove all existing HVAC system including air handler, exterior compressor unit, and all supply and return ducts. Provide and install a new and complete builder grade heat pump system, properly sized per current HVAC requirements, ACCA's manual J or other recognized methodology, energy star rated system minimum 16 seer, including air handler, compressor, supply, and return duct work. All duct work to be supported; mastic sealed, and insulated in unconditioned areas per current Code requirements. Minimum, 20 year life. System is to be capable of heating the interior to 78 F when exterior temperature is 0 degrees f. Data for heat load/loss calculations shall be based on post rehabilitation conditions. Provide and install one new programmable thermostat.

PRICE: _____

D: Electrical service panel is to be inspected by qualified electrician to determine condition and serviceability due to age and condition. Run new feed line from panel to well pump under house. Correct all open wiring and junction boxes missing cover plates. Correct two bedroom wall outlets with no power. Install globe on kitchen light missing globe. Install new State mandated 10 year lithium battery smoke detectors per current Code. Areas where wall or ceiling damage would be required for hard wired units, contractor may install battery operated units. Install GFCI outlets in kitchen, bathrooms, and exterior.

PRICE: _____

Stroy Parks
10237 Henry Road
Berlin, MD 21811
443-669-5392

4/28/19

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

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

MHIC#: **EXPIRATION DATE:** _____

DATE OF PROPOSAL: _____

REHABILITATION

AIM Services, Inc.
Attn: Steve Coady
2314 Allen Drive
Salisbury, MD 21801
scoady@aimservicesinc.com
443-859-8009

Allstate Renovation & New Homes, Inc.
Leo Kuneman
P.O. Box 303
Trappe, MD 21673
allstaterenovation@yahoo.com
443-880-2257

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

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

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

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

CONTRACTORS

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

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

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

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

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

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

Andy Argetakis
J.A. Argetakis Contracting Co., Inc.
3723 Eastern Avenue, Baltimore, MD
21224
jcatanzaro.jaargetakis@verizon.net
P:410-633-8016/F:410-633-6010

J & G Maintenance & Repair
10446 Dinges Road
Berlin, MD 21811
jwbunt@comcast.net
Cell 410-726-1611
Fax 410-641-0776

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

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

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

Ocean Tower Construction, LLC
Oleg Shakirov
12905 Coastal Highway
Ocean City, MD 21842
443-366-5556
oceantower9@usa.com

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

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

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

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



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL: 410.632.5610
www.co.worcester.md.us/departments/it

2

To: Harold Higgins, Chief Administrative Officer

From: Brian Jones, IT Manager

A handwritten signature in blue ink, appearing to read "BJones", written over the printed name "Brian Jones, IT Manager".

Re: Feasibility Study MOU

Date: May 8, 2019

Worcester County has been awarded a grant from the Department of Housing and Community Development (DHCD) to assist us with our Broadband Feasibility study. We received an MOU from the Governor's Office explaining acceptance of their support along with direction of expected results from the study to be performed.

I am requesting the Commissioners acceptance of the MOU to cover the fees associated with the study. The study has been approved for \$60,000. The grant awarded is to provide funding assistance up to 50% of the total expenditure of the study.

**MEMORANDUM OF UNDERSTANDING
REGARDING
ASSISTANCE FOR A BROADBAND FEASIBILITY STUDY**

This Memorandum of Understanding Regarding Assistance For A Broadband Feasibility Study (“**Agreement**”) is made by and between the Department of Housing and Community Development (“**DHCD**”), a principal department of the State of Maryland (“**State**”), and County Commissioners of Worcester County, Maryland (the “**County**”) a political subdivision of the State. **DHCD** and the **County** are each a “**Party**,” and may be collectively referred to as the “**Parties**.”

WHEREAS, there is a deficit of broadband resources serving rural residents and businesses in the State; and

WHEREAS, DHCD supports the mission of the State and, in particular, the Governor’s Office of Rural Broadband (the “**Office**”), to deliver broadband internet to rural communities in Maryland experiencing such a deficit; and

WHEREAS, it is the goal of DHCD, in support of the Office, to aid counties interested in understanding the costs of, and issues relating to, delivering broadband to unserved rural residents and businesses within their jurisdictions; and

WHEREAS, the State has allocated funding to DHCD for the purpose of supporting the development of broadband in presently-underserved rural areas; and

WHEREAS, the County is presently experiencing a deficit of broadband resources, and wishes to have the benefit of an award of financial assistance from DHCD in order to procure the technical services necessary for the preparation of a Broadband Feasibility Study (“**Study**”); and

WHEREAS, the Office has agreed to aid the County by providing technical assistance and oversight of the Study; and

WHEREAS, DHCD has agreed to aid the County by providing partial funding of up to fifty percent (50%) of the cost of a Study, not to exceed a total of Sixty Thousand Dollars (\$60,000.00).

NOW, THEREFORE, in consideration of the mutual commitments made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The Recitals set forth above are hereby incorporated and made a part of this Agreement.

2. Term

The term of this Agreement shall begin after all appropriate Party approvals have been obtained and the Agreement has been executed by all parties. The term of this Agreement will end on April 1, 2020, unless earlier terminated pursuant to Section 4 hereof.

3. Obligations of Parties

3.1 DHCD

3.1.1 Funding. DHCD commits to providing financial assistance funding to the County for 50% of the cost of the Study, not to exceed a total contribution of \$60,000. Any commitments identified in this Section are subject to the County providing any required documentary support or other information requested by DHCD in order to properly evaluate the financial assistance funding request.

3.1.1.1 The County shall submit invoices and supporting documentation to DHCD, with a courtesy copy to the Office, for funding / reimbursement of 50% of the cost of a Study, not to exceed \$60,000 in total, within thirty (30) days after a final invoice is issued for such services. DHCD will provide its financial assistance

funding within 30 days after both of the following have occurred: (a) DHCD has approved the invoice(s) and supporting documentation; and (b) the Vendor has concluded a Study meeting the minimum criteria required for funding assistance.

3.1.2 Discretion. DHCD, in its sole discretion, may approve or deny financial assistance funding requests made pursuant to Section 3.1.1. In reviewing, approving, and processing funding requests DHCD may consult with the Office.

3.1.2.1 In order to qualify for financial assistance funding, the Study must be secured through a third-party vendor. Costs incurred by the County for work performed by staff of the County are not reimbursable or eligible for funding by DHCD.

3.2 The County

3.2.1 Eligibility for Funding.

3.2.1.1 The County is a grantee of funds from DHCD and this agreement constitutes a grant agreement.

3.2.1.2 The County may receive the funding described under Sections 3.1.1 only if all of the following are met:

- (a) The County enters into a contract with the third-party vendor performing the Study;
- (b) The County submits a copy of the Study which meets the requirements to qualify for funding.
- (c) The County submits a proper invoice with supporting documentation, to include the vendor contract, scope of work, and the Vendor's final invoice.

3.2.2 Criteria for Study Funding. In order to be eligible for funding pursuant to Section 3.1.1, a Study must meet the following criteria:

- a. Be performed under contract by an outside vendor not affiliated with the County, and services must be procured in accordance with County and State requirements. The vendor must have experience in the preparation of such studies.*
- b. Identify existing broadband communications assets, products and services in the County and their locations.*
- c. Identify the current and future demand for broadband products and services in the County.*
- d. Provide a strategic guide for the planning of a broadband connectivity project specific to the County that can be implemented as cost-effectively and quickly as possible, for the purpose of enabling economic development and citizen connectivity.*
- e. Provide a preliminary plan outlining how to provide broadband to the areas without identified service, including suggested route(s) and recommendations on how to proceed.*
- f. Provide an assessment of potential construction and operational relationships with public, private, and membership-owned companies.*
- g. Provide an assessment of the telecommunications environment, detailing the location of facilities, types of services, availability and limitations.*
- h. Identify potential wired network routes and interconnection points, as well as potential tower site recommendations, to support and maximize consumer coverage.*
- i. Provide analysis of the current broadband environment and comparison with future needs. The analysis should include an evaluation of key issues presently limiting broadband expansion.*

3.2.3 Study Ownership. The County will be the owner of the Study and will be responsible for overall funding and implementation of the Study.

4. Early Termination

4.1 If the County fails to fulfill any or all of its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, DHCD may terminate this Agreement by giving 30 days' prior written notice of such default to the County. DHCD shall allow 30 days for a defaulting County to cure said default. If the default is not

cured within the 30 day cure period, DHCD may terminate this Agreement without further notice. The 30 day notice shall specify the acts or omissions relied upon for termination.

4.2 DHCD may terminate this Agreement for convenience upon sixty (60) days' notice to the County. In the event of an early termination under this Section, the County will be reimbursed all reasonable costs incurred under Section 3.1.1.1.

4.3 In the event that DHCD terminates this Agreement under Sections 4.1 or 4.2, for any reason, the County will return all funding provided by DHCD pursuant to this Agreement, except for the reasonable costs set forth in 4.2.

4.4 Notwithstanding Sections 6.1 and 6.2 of this Agreement, no Party shall be relieved of any liability to the other for damages sustained by another Party by virtue of any breach of the Agreement. In the event of a default, any Party may at any time proceed to protect and enforce all rights available to it under any relevant guidelines or regulations, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. All representations, warranties, and indemnification provisions of this Agreement shall survive expiration or any termination of this Agreement.

4.5 Funding under this Agreement is subject to budget constraints and legislative approvals. If funds are not appropriated or made available to DHCD for the amounts identified in this Agreement, this Agreement shall be automatically terminated, without any action required.

5. Notices

All notices required under this Agreement shall be made in writing, delivered by first-class mail (with a courtesy copy by e-mail), and deemed received three (3) days after mailing. All notices shall be directed as follows:

If for DHCD, to:

Kenrick Gordon
Director
Governor's Office of Rural Broadband
7800 Harkins Road
Lanham, MD 20706

With courtesy e-mail to: kenrick.gordon@maryland.gov

If for the County, to:

Harold L. Higgins
Chief Administrative Officer
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863

With courtesy e-mail to: admin@co.worcester.md.us

6. Liability

6.1 Each Party assumes sole responsibility for the obligations to be performed by it under this Agreement.

6.2 To the extent permitted by law, the County shall defend, indemnify, and hold harmless DHCD, the Office, and the State, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses, and proceedings of any kind whatsoever, whether or not involving a third-party claim, that are caused by, relate to, or arise from any breach of this Agreement or any direct or indirect, willful or negligent, act or omission by the County, its officials, employees, or agents, in connection with the subject of this Agreement, unless such claims arise from or are the sole result of intentional misconduct or gross negligence of the party seeking to enforce this right to indemnification. The

County's obligation to defend, indemnify, and hold harmless DHCD, the Office, and the State, shall survive the termination of this Agreement.

6.3 Nothing provided in this Agreement shall be construed as a waiver of the Tort Claims Acts and related funding provisions or the defense of governmental immunity by the Parties as to any third party.

6.4 It is hereby stipulated and agreed between the Parties that with respect to any tort claim or action arising out of any services performed under or pursuant to this Agreement, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of its own agents, officers and employees. In any action or claim arising out of any services performed under or pursuant to this Agreement, each Party shall assume the defense of itself, its own officers, agents or employees in accordance with the Maryland Tort Claims Act, Md. Code Ann., State Gov't Art., §12-101, *et seq.* and the Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, *et seq.*, as the case may be.

6.5 Each Party shall immediately notify the other of any claim or suit made or filed against them or their subcontractors regarding any matter resulting from or relating to their obligations under this Agreement and will cooperate, assist, and consult with the other Party in the defense or investigation of any claim, suit, or action made or filed against any of the Parties relating to the obligations of such Party under this Agreement.

7. Records

The County will maintain accurate records of all documents relating to this Agreement, all expenses incurred under this Agreement, and all services provided to the County for which reimbursement is made under Section 3.1.1. The County shall make the records and its

administrative offices, personnel, consultants, or volunteers who are involved in the implementation of this Agreement and the Study available to DHCD and the Office upon request. All such records shall be maintained for a period of three (3) years after funding is provided by DHCD, or for the applicable period of limitations, whichever is longer. In cases where unresolved audit questions may require retention of some or all of said records for a longer period, the County will turn over all records that may be required to be retained beyond the 3 year period identified herein to DHCD.

8. Compliance with Laws

Each Party to this Agreement hereby represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement.

9. Certifications

9.1 The Parties agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Parties agree to comply with other non-discrimination provisions of federal and State law.

9.2 The County Commissioners of Worcester County, Maryland is the governing body of the County and is authorized to act in connection with the matters described in this Agreement. This Agreement has been duly authorized, executed, and delivered 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 the County Commissioners of Worcester County, Maryland, subject to the approval of the County Commissioners of Worcester County, Maryland.

9.3 The Parties warrant that they shall comply with the State's policy concerning drug and alcohol free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the Term of this Agreement.

10. Entire Agreement

This Agreement, together with any exhibits attached hereto and incorporated by reference, represents the complete, total and final understanding of the Parties and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties at the time of the execution.

11. No Waiver

The failure to insist in any one or more instances upon a Party's strict performance of any of its obligations under this Agreement shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations.

12. Severability

If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect as long as the essential terms of this Agreement remain valid, legal, reasonable, and enforceable.

13. Amendments

This Agreement may not be changed, altered, or modified except by written agreement executed by the Parties. Except for any specific provision of this Agreement which is amended

in accordance with this Section, this Agreement remains in full force and effect after any such amendment.

14. Miscellaneous

14.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

14.2 This Agreement shall not be assignable or transferable without the prior written consent of the Parties.

14.3 Section headings and subheadings in this Agreement are used for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14.4 This Agreement is for the exclusive benefit of the DHCD and the County. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.

14.5 This Agreement may be executed in counterparts; all such executed counterparts shall be deemed one agreement. Signatures of the Parties, transmitted by facsimile or by electronic mail printable in tangible form to the other Party, shall be as effective as an original signature delivered by the signing Party.

15. Exhibits

The following Exhibits attached hereto are an integral part of this Agreement and are incorporated herein by reference:

Exhibit A: Response to RFI

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the dates identified below.

[SIGNATURES APPEAR ON THIS PAGE]

Department of Housing and Community Development

Date

BY: Kenneth C. Holt
Secretary

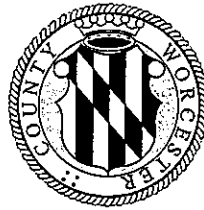
Approved as to form and legal sufficiency
this _____ day of _____, 2019:

Assistant Attorney General

COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND

Date

BY: Diana Purnell
ITS: President



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

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
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

February 21, 2019

Ms. Joanne S. Hovis, President
CTC Technology & Energy
10613 Concord Street
Kensington, MD 20895

Contract Signed
5/3/19 after State
MOU confirmed

Re: Proposal for Broadband Feasibility Study for Worcester County, Maryland

Dear Ms. Hovis:

Please be advised that at their meeting of February 19, 2019, the Worcester County Commissioners approved your proposal for performing a Broadband Feasibility Study for Worcester County, Maryland at a total lump sum cost of \$60,000.00, excluding optional Task 6. Attached, please find two copies of the contract for these services. Please sign both copies, have your signature witnessed and return both copies to this office. County Administration will sign both copies and return one fully executed copy for your records. Please contact Brian Jones, Information Technology Director, at 410-632-5610 to make arrangements for commencement of this work.

Congratulations on your successful proposal. We look forward to doing business with you. If you should have any other questions or concerns please feel free to contact me at this office.

Sincerely,

Kelly Shannahan
Assistant Chief Administrative Officer

SH/kah

CC: Brian Jones, IT Director
Kathryn Gordon, Economic Development Director



3

COMMISSIONERS
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SNOW HILL, MARYLAND

21863-1195

MEMORANDUM

TO: Worcester County Commissioners
FROM: County Attorney Maureen Howarth *MH*
Public Information Officer Kim Moses *K.M.*
DATE: May 2, 2019
RE: Proposed Worcester County Government Social Media Policy

Attached for your review is the proposed Worcester County Social Media Policy, which identifies the purposes of County social media sites, encourages constructive comments on those sites, lists prohibited content and comments, and establishes rules for the removal of content that violates this policy. With your approval, we will post this policy in a prominent location on each of the County's social media sites, which include Facebook, Twitter, Pinterest, Instagram, and Youtube.

Worcester County Government Social Media Policy

Social-Media Platforms. This document constitutes the Worcester County Government (WCG) Social-Media Policy (the “Policy”). As described below, this Policy applies to the following social-media platforms:

Facebook:

- <https://www.facebook.com/Worcester-County-Government-Maryland>
- <https://www.facebook.com/Worcester-County-Economic-Development>
- <https://www.facebook.com/WorCoRecParks/>
- <https://www.facebook.com/BeachAndBeyond/>
- <https://www.facebook.com/worcestervolunteerconnection>

Twitter:

- <https://twitter.com/WorcesterCounty>
- <https://twitter.com/BizAtBeach>
- <https://twitter.com/WorCoRecParks>
- <https://twitter.com/beachandbeyond>

Pinterest:

- <https://www.pinterest.com/beachandbeyond/>

Instagram

- <https://www.instagram.com/worcesterrecandparks>
- <https://www.instagram.com/beachandbeyond>

Youtube:

- <https://www.youtube.com/user/BeachAndBeyondMD>

Purposes. The WCG Facebook, Twitter, Pinterest, Instagram, and Youtube platforms promote and disseminate information about WCG’s initiatives, events, and announcements. These platforms are limited public forums for discussion with and among users about the posted initiatives, events, and announcements.

WCG values the opinions shared by Worcester County constituents through all of the County’s social media platforms and reviews messages, retweets, and other user communications (“Comments”) on all of the County’s social-media platforms. Constructive discussions and Comments are encouraged. WCG does not discriminate based on viewpoint, but may remove Comments and restrict access to users for violating this Policy.

Comments. To facilitate the purposes of the social-media platforms, WCG reserves the right to remove Comments that contain, constitute, or link to any of the following:

- Malicious or harmful software;
- Advertisements, promotions, or solicitations of a commercial product or service;

- Confidential, personally identifying, or private information as defined by State law;
- Profanity, nudity, indecency, or obscenity;
- Threats of violence or to public safety¹;
- Copyrighted materials in violation of County, State or federal law;
- Disruptively repetitive content;
- Remarks that are clearly unrelated to governmental concerns or remarks that are clearly unrelated to the subject matter of any post; and
- Discriminatory on the basis of race, gender, ethnicity, national origin, sexual orientation, gender identity or expression, disability, age, marital status, or religion.

Rules. The following rules apply to the social-media platforms:

- Any content removed pursuant to this Policy will be retained for one year.
- Users may be temporarily or permanently restricted from accessing the WCG social-media platforms if they repeatedly and consistently violate this Policy.
- To contest the restriction of access to a social-media platform, the user must submit a written statement providing grounds for reinstatement to WCG at admin@co.worcester.md.us. Requests shall be responded to on a reasonably timely basis, and access shall be restored if it is determined that the grounds for reinstatement are sufficient. A statement that the user will abide by this Policy in the future shall be sufficient, except when a user has continued to violate the Policy after having made such a statement.
- Users may contact WCG at admin@co.worcester.md.us at any time to identify Comments or other conduct in violation of the Policy. Until a Comment in violation of the Policy is removed, users should ignore it, or if responding, do so in compliance with the Policy.
- WCG shall notify the public of any changes to this Policy and identify the changes.

User-generated content. WCG monitors the social-media platforms, but is not responsible for content generated by users on these platforms. A Comment is the opinion of the commentator only. Publication of a Comment does not necessarily imply endorsement of or agreement by WCG. Comments and content should be understood to be entirely public, and users should not write Comments with any information that they consider, or would like to keep, confidential.

¹ Users that make express or implied threats of violence or to public safety may be reported to the Worcester County Sheriff's Office for investigation.

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



HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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Worcester County

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ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 15, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Clarification of Budget Approval and Authorization

It has been the long-standing policy of Worcester County that the County Commissioners annually approve the number of positions, the title of each position, the status of each position (full-time, part-time or temporary), and the salary of each County funded position through their approval of the annual County Operating Budget. Once the budget is adopted, there are to be no changes to the title or status of approved positions, or to the number and salary of each approved position without the approval of the County Commissioners. However, we recently learned that this policy may not have been made clear in the most recently adopted version of the Financial Management Rules and Procedures for County Departments. In order to clarify this policy, I have drafted the attached resolution for the County Commissioners review and approval.

Please present this matter to the County Commissioners at an upcoming meeting. If you should have any questions or concerns, please feel free to contact me.

**AMENDING FINANCIAL MANAGEMENT RULES AND PROCEDURES FOR
COUNTY DEPARTMENTS TO CLARIFY BUDGET APPROVAL AND AUTHORIZATION**

WHEREAS, the County Commissioners of Worcester County, Maryland (hereafter "County Commissioners") passed and adopted a Resolution on February 13, 1990 which was most recently revised and re-adopted by Resolution No. 18-19 on July 17, 2018 to provide Financial Management Rules and Procedures for County Departments which consolidated all budget procedures, purchasing procedures, and other financial management matters into one document in order to ensure that all County Department Directors were familiar with said rules and procedures; and

WHEREAS, the County Commissioners have determined it to be necessary and advisable to clarify these Financial Management Rules and Procedures for County Departments with respect to Budget Approval and Authorization;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND that Section I.B. the Financial Management Rules and Procedures for County Departments adopted by Resolution No. 18-19 on July 17, 2018 is hereby repealed and reenacted to read as follows:

- B. Budget Approval and Authorization: The County Commissioners shall approve an annual budget for each department and agency. Approval of the budget shall constitute authorization to the Department Head to procure only those items identified in the approved budget which are not subject to any additional rules set forth herein. (The County Commissioners shall approve the number of positions, the title of each position, the status of each position (full-time, part-time or temporary), and the salary of each County funded position. There shall be no change to the title or status of each approved position and no increase in the number of positions or the salary for each approved position in the budget without the approval of the County Commissioners.)

DRAFT

*

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

RESOLUTION NO. 18 - 19

**RESOLUTION REVISING AND RE-ADOPTING
FINANCIAL MANAGEMENT RULES AND PROCEDURES
FOR COUNTY DEPARTMENTS**

WHEREAS, the County Commissioners of Worcester County, Maryland (hereafter "County Commissioners") are entrusted by the taxpayers and citizens of Worcester County with the responsibility to adequately safeguard the public funds of the County and ensure that such funds are properly spent and accounted for; and

WHEREAS, the County Commissioners passed and adopted a Resolution on February 13, 1990 which was subsequently revised and re-adopted by Resolution No. 02-46 on November 19, 2002 to provide Financial Management Rules and Procedures for County Departments which consolidated all budget procedures, purchasing procedures, and other financial management matters into one document in order to ensure that all County Department Heads were familiar with said rules and procedures; and

WHEREAS, the County Commissioners have determined it to be necessary and advisable to update said Rules and Procedures;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND that the Financial Management Rules and Procedures for County Departments adopted by Resolution No. 02-46 on November 19, 2002 are hereby repealed and re-adopted to read as follows:

**WORCESTER COUNTY
FINANCIAL MANAGEMENT RULES AND PROCEDURES
FOR COUNTY DEPARTMENTS.**

I. **Budget Procedures.** The budget procedures described herein are in addition to the requirements set forth in Section CG 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland governing the County Expense Budget. That Section is attached hereto as Appendix "A".

- A. **Annual Budget Submission:** Each Department Head shall annually submit a requested budget for the next fiscal year. The requested budget shall be submitted to the Chief Administrative Officer on such date as identified in the Budget Adoption Schedule approved by the County Commissioners for that year. The budget shall be submitted in such manner and in such form as the Chief Administrative Officer may prescribe. The requested budget shall consist of a personnel budget and detailed expense budget which shall include comparative data showing amounts approved for the current year and amounts actually expended for the current year for each line item.

Agencies which maintain their own separate cash fund accounts shall be required to submit, as part of their requested budget, current balance sheets which shall indicate assets, liabilities, and restricted and unrestricted fund balances.

- B. Budget Approval and Authorization: The County Commissioners shall approve an annual budget for each department and agency. Approval of the budget shall constitute authorization to the Department Head to procure only those items identified in the approved budget which are not subject to any additional rules set forth herein.
- C. Authorization to Over-Expend: No budget account may be over-expended without the approval of the County Commissioners. If a Department Head anticipates that a budget account will become over-expended, they should notify the County Commissioners in writing and identify, if possible, another budget account within their department which may be under-expended. The County Commissioners may then authorize an over-expenditure in one budget account with a corresponding expected under-expenditure in another account. The County Commissioners may also authorize, in their sole discretion, an over-expenditure without a corresponding under-expenditure.
- D. Lapsed Appropriations: All unexpended or unencumbered appropriations in the current expense budget remaining at the end of the fiscal year shall revert to the County's unappropriated surplus except as may be provided herein. Expenditures in excess of \$2,000 for which contracts have been issued may be considered as accounts payable as of the end of the fiscal year if the actual expenditure occurs within sixty (60) days of the end of the fiscal year. Department Heads may submit a request to the County Commissioners, for authorization to carry forward to the next fiscal year any appropriation which is not expected to be expended prior to June 30. Such requests shall include documentation as to why the appropriation was unable to be expended prior to the end of the fiscal year and information indicating when the expense will be incurred. The County Commissioners may approve these authorizations as encumbrances against the budget year so ending.

II. General Purchasing Procedures. These procedures generally govern all purchasing. Additional specific procedures may apply to certain categories of purchases which are identified in Section III.

- A. Items Requiring Competitive Bidding: With the exception of vehicles, any items, or group of items, purchased under the same contract from the same vendor, estimated to be in excess of \$25,000 shall be purchased in accordance with bidding procedures referenced in Section IV hereof. Unless waived by the County Commissioners, competitive bidding is required for purchase of all vehicles regardless of the estimated price.
- B. Items Not Requiring Bidding: Where formal bidding is not required it shall be the responsibility of the Department Head to solicit comparative prices to perform the work or supply the products in accordance with the specifications from known suppliers of such products in accordance with the following guidelines: for items estimated to cost between \$10,000 and \$24,999, at least three proposals shall be solicited; for items estimated to cost between \$2,000 and \$9,999, at least two proposals shall be solicited; and for items estimated to cost below \$2,000, comparative proposals are preferred but not required, provided that in all cases, the Department Head shall make purchases with consideration to best possible price and value.



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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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

May 13, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *kl*
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (5) which have current or upcoming vacancies (7 total). They are as follows: Economic Development Advisory Board (2), Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Solid Waste Advisory Committee (2), and Water and Sewer Advisory Council for the West Ocean City Service Area (1). I have circled the members whose terms have expired on each of these boards.

Please note that the Worcester County Property Tax Assessment Appeal Board still requires one nomination for the alternate position as Mr. Flater has resigned. There are two vacancies on the Economic Development Advisory Board as Greg Shockley's (Mitrecic-Ocean City) term ended in December and Tom Terry (Bertino-Ocean Pines) resigned. The Solid Waste Advisory Committee has two positions available for nominations, George Dix (Elder) term ended December 2018 and James Rosenberg (Bertino) passed away in April 2019. James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. Finally, Andrew Del Corro no longer lives in West Ocean City and has therefore resigned from the Water and Sewer Advisory Council for the West Ocean City Service Area (Church).

Most of these Boards and Commissions specify that current members' terms expired on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during May.

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

p. 7 - Water and Sewer Advisory Council for the West Ocean City Service Area (Andrew Del Corro) - 4-year

District 4 - Elder

p. 6 - Solid Waste Advisory Committee (George Dix) - 4-year

District 5 - Bertino

p. 3 - Economic Development Advisory Board (Tom Terry) - 4-year

p. 4 - Local Development Council For The Ocean Downs Casino (James Rosenberg) - 4-year

p. 6 - Solid Waste Advisory Committee (James Rosenberg) -4-year

District 6 - Bunting

All District Appointments Received. Thank you!

District 7 - Mitrecic

p. 3 - Economic Development Advisory Board (Greg Shockley) - 4-year

All Commissioners

- p. 5 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - alternate-Snow Hill has resigned)
- Must submit 3 nominees to the Governor for his consideration in making the appointment - 5-year
- Currently waiting for the Governor's approval for the nomination of Ms. Martha Bennett.

ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

Current Members:

Member's Name	Nominated By	Resides	Term(s)
Greg Shockley	D-7, Mitrecic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

* = Appointed to fill an unexpired term

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Maureen Howarth, 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>
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, 15-19
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Mayor Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Jim Rosenberg °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
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

Deceased

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	Ron Taylor ° (09-14)
Norman H. Conway ° (09-14)	
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

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

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)
Ext:112

Current Members:

Larry Fry	Ocean Pines	*10-14(alt.), 14-18 Resigned
Gary M. Flater (Alternate)	Snow Hill	13-18 Resigned
Arlene C. Page	Bishopville	18-23
Steven W. Rakow	Ocean Pines	*19-23

C) = Chairman

Prior Members: Since 1972

Wilford Showell
E. Carmel Wilson
Daniel Trimper, III
William Smith
William Marshall, Jr.
Richard G. Stone
Milton Laws
W. Earl Timmons
Hugh Cropper
Lloyd Lewis
Ann Granados
John Spurling
Robert N. McIntyre
William H. Mitchell (96-98)
Delores W. Groves (96-99)

Mary Yennet (98-03)
Walter F. Powers (01-04)
Grace C. Purnell (96-04)
George H. Henderson, Jr. (97-06)
Joseph A. Calogero (04-09)
Joan Vetare (04-12)
Howard G. Jenkins (03-18)
Robert D. Rose (*06-17)

* = Appointed to fill an unexpired term

Updated: February 19, 2019
Printed: April 22, 2019

5

SOLID WASTE ADVISORY COMMITTEE

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>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Rodney Bailey	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22 Deceased

Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	Wendell Purnell (97-18)

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area;
review amendments to Water and Sewer Plan; make recommendations on
policies and procedures; review and recommend charges and fees; review
annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

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

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Deborah Maphis	West Ocean City	95-99-03-07-11-15, 15-19
Gail Fowler	West Ocean City	99-03-07-11-15, 15-19
Andrew Delcorro	West Ocean City	*14-16, 16-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

Resigned

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96)
John Mick^c (93-95)
Frank Gunion^c (93-96)
Carolyn Cummins (95-99)
Roger Horth (96-04)
Whaley Brittingham^c (93-13)
Ralph Giove^c (93-14)
Chris Smack (04-14)

* = Appointed to fill an unexpired term
^c = Charter member

Kelly Shannahan

Subject: FW: West Ocean City W&S Advisory Committee - New Member Needed

From: Kelly Shannahan

Sent: Monday, April 29, 2019 9:17 AM

Subject: RE: West Ocean City W&S Advisory Committee - New Member Needed

Thanks JT.

I will add this vacancy to the list of open board positions and also copy Commissioner Church for him to consider nominating Ben Overholt as suggested by Mr. Del Corro.

Kelly Shannahan

Assistant Chief Administrative Officer

Worcester County Administration

Room 1103 Government Center

One West Market Street

Snow Hill, MD 21863-1195

410-632-1194

410-632-3131 (fax)

From: Andrew Del Corro [<mailto:andrewdelcorro@yahoo.com>]

Sent: Friday, April 26, 2019 11:07 AM

To: Peggy L. Ellerman <pellerman@co.worcester.md.us>

Subject: Re: West Ocean City Advisory Board Meeting

Peggy,

I no longer live in West Ocean City, but my colleague, Ben Overholt, owns a house on Keyser Point Rd. I forwarded the meeting date to him after he mentioned interest in joining the board. His contact information is below:

Benjamin Overholt

10365 Keyser Point Rd

Ocean City, MD 21842

Benjaminoverholt@gmail.com

443-614-4870

Thanks

Andrew

Sent from my iPhone

On Apr 26, 2019, at 9:02 AM, Peggy L. Ellerman <pellerman@co.worcester.md.us> wrote:

Hi,

The next West Ocean City Advisory Board meeting is on Wednesday May 15, 2019 at 3:00. The meeting will be held at the office of Deborah Maphis, 9917 Stephen Decatur Highway, in the Teal Marsh Shopping Center in West Ocean City.

Please let me know if you will be able to attend.



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Worcester County

Government Center
Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant IV

To: Harold Higgins, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: May 15, 2019
Subject: MOU with MACo and Tech Net for Salary Surveys

A handwritten signature in cursive script that reads "Stacey Norton".

Attached is Memorandum of Understanding with the Maryland Association of Counties and Worcester County. The Maryland Association of Counties (MACo) has entered into a contract with TechNet Joint Venture (TechNet), a salary survey software provider. This allows Maryland's county governments and Baltimore City to enter data into the TechNet system and retrieve specified salary reports from the system. We utilize this data to compare our salaries to other counties.

This MOU will automatically renew each year unless we terminate in writing 90 days prior to the commencement of a new MOU year.

The annual fee \$600 has been funded in the FY 20 Human Resources Department budget.

I am requesting your permission to authorize President Diana Purnell to sign the MOU and Harold Higgins, the Chief Administrative Officer, to sign for future years.

Please let me know if you need additional information.

Attachment

MEMORANDUM OF UNDERSTANDING

PARTIES

- Maryland Association of Counties
- Worcester County

BACKGROUND

The Maryland Association of Counties (MACo) is entering into a contract with TechNet Joint Venture (TechNet), a salary survey software provider. This contract will allow Maryland's county governments and Baltimore City to enter data into the TechNet system, and retrieve specified salary reports from the system.

MACo is the Maryland Association of Counties of 169 Conduit Street, Annapolis MD, 21401. MACo is a non-profit and non-partisan organization that serves Maryland's counties. MACo's members determine internal Association policy through an elected Board of Directors.

TechNet is TechNet Joint Venture of P.O. Box 947, Sandy City, Utah, 84091. The TechNet Joint Venture includes two firms, Technology Net, LLC (TechNet) and Enterprise Technology Solutions (ETS).

MACo's membership consists of county elected officials and representatives from Maryland's 23 counties and Baltimore City. Fourteen organizations representing professional county government staffs are affiliated with MACo, including the Maryland Association of Human Resources Officers.

Pursuant to MACo's contract with TechNet (full contract enclosed), TechNet will:

- Provide access to and continuous support for the Compensation Survey System for use by MACo and its subscribing members through unlimited login authorizations. Functions of the Compensation Survey System include, creating a unique selection of county comparators, downloading salary and benefit information for the full range of county positions identified by MACo, and enabling access to various comprehensive salary and benefit reports calculated by the Compensation Survey System.
- Provide support directly to county users for annual data updates, including across-the-board increases and new effective dates as needed.
- Provide assistance directly to county users to convert payroll spreadsheets for download into the Compensation Survey System.
- Set up any and all subscribers and their designated users.

- Provide unlimited participant assistance on-call, initial individual participant training as requested, and annual group web-based training as needed.
- Provide a private label for the system with the MACo logo displayed prominently on the home page.
- Save and maintain all salary data entered into its system for the duration of MACo's contract with TechNet.
- Upon termination of this contract by MACo, TechNet, or any County or Baltimore City, remove all shared data entered into its system by that single County or Baltimore City, or, in the case of termination by MACo, all information entered by all counties.

ADMINISTRATIVE RESPONSIBILITIES UNDER THIS MOU

MACo will:

- Update TechNet on an ongoing basis with information for the MACo employees that should be designated users of the TechNet system to be issued login access credentials, and make TechNet aware of any MACo employees that should have their access terminated.
- Develop template of benchmark positions to be included in MACo's member surveys and coordinate deployment of initial survey.

Worcester County will:

- Update TechNet on an ongoing basis with any changes to Worcester County employees that should be designated users of the TechNet system to be issued login access credentials, and make TechNet aware of any Worcester County employees that should have their access terminated.
- Annually update salary, health benefits, and pension information indicated as required to reflect all changes or to report "no changes."
- Ensure the proprietary nature of all data in the Compensation Survey System by preventing unauthorized use of the Compensation Survey System or the information, including:
 - Not sharing logins to the Compensation Survey System with any person than the user, even within your county.
 - Not sharing the information from the Compensation Survey System with any person outside your county who is not an authorized Compensation Survey System client, unless as required by the Maryland Public Information Act.
 - Not selling the information from the Compensation Survey System.
 - Not intentionally falsifying information within the system for any reason.
 - Not performing any other action that intentionally and maliciously reduces, in any way, the value, reliability, or accuracy of the Compensation Survey System or the information contained therein.

ADMINISTRATIVE POINTS OF CONTACT

- MACo's Research Director, (currently Robin Clark Eilenberg), will be MACo's point of contact for MACo's duties under this MOU.
- Worcester County *Position*, (currently *First Name Last Name*), will be the point of contact for Worcester County with regard to the salary survey.

DATA SHARING DISCLOSURE

Any information provided by Worcester County to TechNet will be available to any other user of the TechNet database, including all of TechNet's other clients. Worcester County will not have notice regarding access of their salary information by other entities. MACo will annually download a salary report, and post the report publicly on its website and social media outlets. MACo may also download information from the TechNet database at other times during the year and use that information for MACo's public advocacy, outreach, and education.

FINANCIAL RESPONSIBILITIES UNDER THIS MOU

TechNet has agreed to offer MACo a 20% annual fee discount, reflected in the schedule below, in exchange for MACo serving as the survey group sponsoring entity and the single invoice processor.

MACo agrees to annually invoice Worcester County and serve as the single point of billing for all Maryland Counties' annual subscription fees.

MACo agrees to pay to TechNet an annual subscription fee per all subscribing Maryland counties and Baltimore City based on the schedule below.

Full Time Employees	Fee
101-200	\$360 annual fee
201-350	\$440 annual fee
351-500	\$520 annual fee
Over 500	\$600 annual fee

Worcester County will pay its annual fee, according to the above schedule, by June 1 of the prior fiscal year.

Billing Contact:

Current Name

Title

Address

City, State, Zip

Phone

Email

Fax

The agreements embodied in this memorandum will take effect on June 30, 2019 and automatically renew each year, unless MACo or Worcester County terminates in writing this agreement 90 days prior to the commencement of a new agreement year in writing.

Name

Title

Worcester County

Date

Michael Sanderson

Executive Director

Maryland Association of Counties

Date



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MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
Maureen Howarth, County Attorney
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: May 2, 2019
SUBJECT: Non-Recreation Fees

Please find attached a request to acknowledge and approve our non-recreation fees associated with the use of our fields, pavilions, special events, etc. The requested approval is a result of consultation with Harold and Maureen regarding an old fee resolution from the Commissioners for the Recreation and Parks Department that recently came to my attention. The department's last request from 2015 was incomplete and did not address a number of our fees. In order to keep things up to date, transparent, and a reflection of appropriate charges, we are requesting approval of the attached list of fees.

Please feel free to contact me with any questions. Thanks again!

Attachments

Worcester County Department of Recreation & Parks

6030 Public Landing Rd. Snow Hill, MD 21863 Phone: 410.632.2144 Fax:410.632.1585

RECREATION YOUTH PROGRAM FEES FY2019-2020

Program Name	Program Date	Days Scheduled	Ages	Program Time	FY 18 - 19 Approved Fees	FY 19 - 20 Requeusted Fees
After School Zone	Sept 2019 - June 2020	Mon. - Fri.	Grades K-8	3:00 - 5:30 p.m.	\$95/month	\$95/month
After School Play*	Sept - Oct 2019	Wed	Grades K-8	3:00 - 5:30 p.m.		\$35
Baseball- After school	Sept - Oct. 2019	Fridays	Grades 4 - 8	3:30 - 5:30 p.m.	\$35	\$35
Baseball Camp	Summer	Mon. - Thurs.	7+	9:00 a.m. - 1:00 p.m.	\$90	\$90
Basketball - Youth League Fall	Sept 2019 - Oct 2019	Saturday	Grades 1-8	10:00 a.m. - 11:30 a.m.	\$35	\$35
Basketball - Youth League Winter	Nov 2019 - January 2020	Saturday	Grades K-8	1:00 - 5:45 p.m.	\$35	\$35
Basketball - Outdoor League*	June - July 2020	Saturday	Grades K-8	11:00 a.m. - 1:00 p.m.		\$35
Basketball Camp	Summer	Mon-Fri.	Grades 1-8	9:00 am - 12:00 pm	\$80	\$80
Before Care	Sept 2019 - June 2020	Mon. - Fri.	Grades K-8	7:00 a.m. - 8:00 a.m.	\$45/month	\$45/month
Canoe - After School	Apr - June 2020	Tuesdays	Grades 4-8	3:30 - 5:30 p.m.	\$35	\$35
Cheerleading - After School	Sept - Nov 2019	Thursdays	Grades K - 3	4:30 - 5:30 p.m.	\$35	\$35
Dodgeball - After School	April - May 2020	Thursday	Grades 4-8	3:00 - 5:30 p.m.	\$35	\$35
Early Bird Camp	Summer	Mon - Fri	Grades 1 - 8	7:30 - 9:00 a.m.	\$25	\$25
Fitness Challenge Camp	Summer	Mon - Fri	Grades 1 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Flag Football - After School*	March - April	Wednesdays	Grades 4 - 8	3:30 - 5:30 p.m.		\$35
Flag Football Camp	Summer	Mon - Fri	Grades 1 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Field Hockey - After School	Apr - May 2020	Thursdays	Grades K - 8	3:30 p.m. - 5:30 p.m.	\$35	\$35
Fitness - After School*	May - June	Wednesdays	Grades 4 - 8	3:30 - 5:30 p.m.		\$35
Homschool Gym*	Sept - Nov 2019	Thursdays	Ages 5 - 14	1:00 - 2:00 p.m.		\$35
Homschool Gym*	Jan - March 2020	Thursdays	Ages 5 - 14	1:00 - 2:00 p.m.		\$35
Homschool Gym*	April - May 2020	Thursdays	Ages 5 - 14	1:00 - 2:00 p.m.		\$35
Kid's Night In*	4x per year	Fridays	Grades 1 - 8	5:00 - 7:30 p.m.		\$35
Kid's One Day Camp*	4x per year	School Closures	Grades 1 - 8	9:00 a.m. - 4:00 p.m.		\$35
Little All Stars	Jan - March 2020	Friday	Ages 2 - 4	10 - 11 a.m.	\$35	\$35
Outdoor Adventure Camp	Summer	Mon-Fri	Grades K - 8	1:00 p.m. - 4:00 p.m.	\$80	\$80
Pocomoke River Camp	Summer	Mon - Thur	Grades 4 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Recreation Sports Camps	Summer	Mon-Fri.	Grades 1-8	1:00 p.m. - 4:00 p.m.	\$80	\$80
Soccer Camps	Summer	Mon-Fri.	Grades 1-8	9:00 am - 12:00 pm	\$80	\$80
Soccer Camp - Mini Camp*	December	2 days	Grades 1 - 8	9:00 a.m. - 4:00 p.m.		\$50
Soccer - Clinics*	Feb - March	Mon & Thur	Grades 1 - 8	5:30 - 7:30 p.m.		\$35
Soccer - Outdoor Recreation - Fall	Sept - Oct 2019	Mon. & Sat.	Ages 3-4	5:30-6:30 p.m./9-10 a.m.	\$35	\$35
Soccer - Outdoor Recreation - Fall	Sept - Oct 2019	Wed. & Sat.	Grades K-1	5:30-6:30 p.m./10:00-11:00 a.m.	\$35	\$35
Soccer - Outdoor Recreation - Fall	Sept - Oct 2019	Mon. & Sat.	Grades 2-3	5:30-6:30 p.m./11:00-12:00 p.m.	\$35	\$35
Soccer - Outdoor Recreation - Fall	Sept - Oct 2019	Mon. & Sat.	Grades 4-5	5:30-7:30 p.m./12:00-1:00 p.m.	\$35	\$35
Soccer - Outdoor Recreation - Fall	Sept - Oct 2019	Wed. & Sat.	Grades 6-8	5:30-7:30 p.m./12:00-1:00 pm	\$35	\$35
Soccer - Youth Indoor	Nov 2019 - January 2020	Saturday	Ages 3-4	9:00 - 10:30 a.m.	\$35	\$35
Soccer - Youth Indoor	Nov 2019 - January 2020	Saturday	Grades K-1	10:30 a.m. - 12:30 p.m.	\$35	\$35
Soccer - Youth Indoor	Nov 2019 - January 2020	Wed & Thurs	Grades 2-3	5:30 - 7:30 p.m.	\$35	\$35
Soccer - Youth Indoor	Nov 2019 - January 2020	Thursday	Grades 4-5	5:30 - 7:30 p.m.	\$35	\$35
Soccer - Youth Indoor	Nov 2019 - January 2020	Mon. & Wed.	Grades 6-8	5:30 - 7:30 p.m.	\$35	\$35
Soccer - Outdoor Rec - Spring	Apr. - June 2020	Sunday	Ages 3-4, Grades K - 8	1:00 - 6:00 p.m.	\$35	\$35
Sports Combo Camps	Summer	Mon-Fri.	Grades 1-8	1:00 p.m. - 4:00 p.m.	\$80	\$80
Story Time	Jan 2020 - Feb 2020	Thursdays	18 - 48 months	10:00 - 11:00 a.m.	\$35	\$35
Sunset Camp	Summer	Mon - Fri.	Grades 1 - 8	4:00 - 5:30 p.m.	\$25	\$25
Swim Lessons - Session 1	Summer	Mon. - Thurs.	3+	8:30 - 10:30 a.m.	\$50	\$50
Swim Lessons - Session 2	Summer	Mon. - Thurs.	3+	8:30 - 10:30 a.m.	\$50	\$50
Swim Lessons - Session 3	Summer	Mon. - Thurs.	3+	8:30 - 10:30 a.m.	\$50	\$50
Tennis - After School	Sept - Oct 2019	Monday	K - 8	3:30 - 5:30 p.m.	\$35	\$35
Tennis - After School	April - May 2020	Monday	K - 8	3:30 - 5:30 p.m.	\$35	\$35
Tennis Camps	Summer	Mon - Fri	Grades 1 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Theme Week Camps	Summer	Mon-Fri.	Grades 1-8	1:00 p.m. - 4:00 p.m.	\$80	\$80
Toddler Gym*	Sept - Dec 2019	Tuesdays	18 - 48 months	5:30 - 6:30 p.m.		\$35
Toddler Gym*	Jan - Mar 2020	Tuesdays	18 - 48 months	5:30 - 6:30 p.m.		\$35
Toddler Gym	Apr - June 2020	Tuesdays	18 - 48 months	10:00 - 11:00 a.m.	\$35	\$35
Toddler Gym	Sept - Dec 2019	Tuesdays	18 - 48 months	10:00 - 11:00 a.m.	\$35	\$35
Toddler Gym	Jan - Mar 2020	Tuesdays	18 - 48 months	10:00 - 11:00 a.m.	\$35	\$35
Track - After School	Jan. - Feb 2020	Tuesdays	Grades 4-8	3:00 - 5:30 p.m.	\$35	\$35
Track - Camp	Summer	Mon - Fri	Grades 1 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Volleyball - After School	Sept - Oct 2019	Tuesdays	Grades K - 3	3:30 p.m. - 5:00 p.m.	\$35	\$35
Volleyball Camp	Summer	Mon - Fri	Grades 1 - 8	9:00 a.m. - 12:00 p.m.	\$80	\$80
Volleyball - After School	Jan - March 2020	Wednesdays	Grades 2 - 4	3:30 - 5:30 p.m.		\$35
Volleyball - Dig It	Sept - Nov 2019	Wednesdays	Grades 6 - 8	5:30 - 6:30 p.m.	\$35	\$35
Volleyball - Dig It Jr.	Sept - Nov 2019	Tuesdays	Grades 4 - 6	6:30 - 7:30 p.m.	\$35	\$35
Volleyball - Middle School Clinics*	Jan - Feb 2020	Tuesdays	Grades 6 - 8	5:30 - 6:30 p.m.		\$35
Volleyball - High School Drop-in*	Jan 2020 - Feb 2020	Fridays	Grades 8 - 12	5:30 - 6:30 p.m.		\$3/night
Volleyball - Mommy & Me*	April - May 2020	Wednesdays	Grades K - 1	5:30 - 6:30 p.m.		\$35

*Denotes a new program proposed in the FY20 budget

Worcester County Department of Recreation & Parks

6030 Public Landing Rd. Snow Hill, MD 21863 Phone: 410.632.2144 Fax:410.632.1585

RECREATION ADULT PROGRAM FEES FY2019 - 2020

Program Name	Program Date	Days Scheduled	Ages	Program Time	FY 18 - 19 Approved Fees	FY 19 - 20 Requested Fees
Aquanuts	Sept 2019 - June 2020	Mon/Thur	18+	9:30 - 10:15 a.m.	\$2/session	\$2/session
Basketball - Adult Recreation	July 2019 - June 2020	Wednesday	14+	7:00 - 9:00 p.m.	\$3/session or \$30/quarter	\$3/session or \$30/quarter
Basketball - Adult League	Sept - Nov 2019	Thursdays	14+	7:00 - 9:00 p.m.	\$220/team (Plus Ref fees)	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Dance - Ballroom*	Sept - Nov 2019		18+	5:30 - 6:30 p.m.		\$45
Fitness - Various Evening Fitness	July 2019 - June 2020	Mon/Wed or Tues/Thurs.	18+	5:30 - 6:30 p.m.	\$45	\$45
Fitness - Senior Morning	July 2019 - June 2020	MW/F	45+	8:00 - 8:40 a.m.	\$45	\$45
Fitness - Stretching	Jan - March 2020	Mon/Wed	18+	10:00 - 11:00 a.m.	\$45	\$45
Fitness - Stretching	April - June 2020	Mon/Wed	18+	10:00 - 11:00 a.m.	\$45	\$45
Fitness - Tai Chi	Sept - Nov 2019	Tues/Thurs	45+	10:00 - 11:00 a.m.	\$45	\$45
Fitness - Tai Chi	Apr - June 2020	Tues/Thurs	45+	10:00 - 11:00 a.m.	\$45	\$45
Fitness - Yoga	Sept - Nov 2019	Tues/Thurs	45+	10:00 - 11:00 a.m.	\$45	\$45
Fitness - Yoga	Jan - March 2020				\$45	\$45
Flag Football	April - June 2020	Wednesdays	18+	7:00 p.m.	\$335/team	\$335/team
Futsal League	Jan. - March 2020	Friday	18+	6 p.m.	\$220/team (plus ref fees)	\$220/team (plus ref fees)
Golf - Adult League	June - Sept. 2020	Wednesday	18+	5:30 p.m.	\$35/session	\$35/session
Kickball - Adult League	Sept - Nov 2019	Tuesdays	18+	6:30 p.m.		Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Pickleball - Adult Recreation	Sept 2019 - June 2020	Wednesdays	18+	10:00 - 12:00 p.m.	\$3/session or \$30/quarter	\$3/session or \$30/quarter
Soccer - Adult League*	Sept - Nov 2019		18+	6:30 p.m.		Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Soccer - Adult Recreation	July 2019 - June 2020	Mondays	14+	7:00 - 9:00 p.m.	\$3/session or \$30/quarter	\$3/session or \$30/quarter
Softball - Men's Slow Pitch	Sept - Nov 2019	Tuesdays	18+	7:00 - 9:00 p.m.	\$335/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Softball - Men's Slow Pitch	April - June 2020	Tuesdays	18+	7:00 - 9:00 p.m.	\$335/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Tennis - Adult Recreation*	Sept - Oct 2019	Wednesdays	18+	10:00 a.m. - 12:00 p.m.	\$3/session	\$3/session
Tennis - Adult Recreation*	April - May 2020	Wednesdays	18+	10:00 a.m. - 12:00 p.m.	\$3/session	\$3/session
Volleyball - Co-Ed	Sept - Dec 2019	Sundays		1:00 - 3:00 p.m.	\$220/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Volleyball - Co-Ed	April - June 2020	Sundays		1:00 - 3:00 p.m.	\$220/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Volleyball - Men's 6 on 6 League	Sept - Dec 2019	Tuesdays	14+	7:00 - 9:00 p.m.	\$220/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Volleyball - Men's 6 on 6 League	Jan - March 2020	Tuesdays	14+	7:00 - 9:00 p.m.	\$220/team	Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.
Volleyball - Sand League*	Apr - June 2020	Tuesdays	14+	6:00 p.m.		Would charge no less than the requested fees. Reserve the right to increase fees to cover expenses (# teams, changes the # games, # refs/umpires, length of playoffs, field usage, etc.

*Denotes a new program proposed in the FY20 budget

Worcester County Department of Recreation & Parks Facility Fees - FY2019-20			
Facility Use	Current Fee	Proposed Fee	Comments / Request
Pavilion Rental Fees			
Application Deposit Fee	\$0.00	\$30.00	Deposit required to reserve pavilion. Deposit is non-refundable unless cancelled due to inclement weather. Department must approve cancellation.
Pavilion - Daily Rental Fee	\$75.00	\$75.00	No Change
Field Rental Fees			
Application Deposit Fee	\$0.00	\$30.00	Deposit required to reserve field. Deposit is non-refundable unless cancelled due to inclement weather. Department must approve cancellation.
Damage/Clean Up Deposit	\$200.00	\$200.00	Refundable - If trash policy requirements are met and approved by Department.
Damage/Clean Up Fee Per Hour/Per Staff	\$50.00	\$50.00	No Change
Special Event/Tournament Field Rental	\$125.00	\$200.00	Fee increase due to help recoup actual expenses.
Field Rental	\$125.00	\$125.00	No Change
Practice Fee - Per Field/2 Hour Practice	\$30.00	\$30.00	No Change
Light Fee - Per Hour	\$30.00	\$30.00	No Change
Initial Field Set Up & Lining Fees			
Softball/Baseball Fields	\$15.00	\$20.00	Fee increase to help recoup actual maintenance expenses.
Multi-Purpose Soccer/Lacrosse Fields	\$50.00	\$75.00	Fee increase to help recoup actual maintenance expenses.
Multi-Purpose Football Fields	\$50.00	\$125.00	Fee increase to help recoup actual maintenance expenses.
Miscellaneous Personnel Request Per Hour/Per Staff	None	\$50.00	Fee increase to help recoup actual maintenance expenses.
Recreation Center Practice Fees			
Small Court Rental/Per Hour	\$35.00	\$35.00	No Change
Large Court Rental/Per Hour	\$70.00	\$70.00	No Change
Recreation Center Tournament Fees			
Two Courts/Per Hour - Full Gym	\$50.00	\$50.00	No Change
Four Courts/Per Hour (Sport Courts - Basketball)	\$100.00	\$100.00	No Change
Six Courts/Per Hour (Sport Courts - Volleyball)	\$100.00	\$150.00	Fee increase based on the total courts used.
Sport Court Set Up Fee	\$0.00	\$500.00	Fee increase to help recoup actual maintenance expenses.
Vendor Fees - Tournaments			
Miscellaneous Vendors - Equipment - Per Event	\$75.00	\$75.00	No Change
Miscellaneous Vendors - Food - Per Event	\$200.00	\$200.00	No Change



Worcester County
Department of Recreation & Parks

Tom Perlozzo, Director

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585



9

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: May 13, 2019
SUBJECT: Greys Creek Presentation

Please find attached the proposed Greys Creek Nature Park plan as prepared by the Department of Recreation & Parks. We are requesting the approval of the project including the vision, development concept, planned activities, budget and funding. A detailed time line is attached for the project moving forward.

Greys Creek is a 572 acre park in northern Worcester County conveyed in 2006 with a Memorandum of Understanding (MOU) from the State of Maryland. The Park has set idle since that time period. Also, Maryland Coastal Bays and the department has agreed to cooperatively manage and utilize the park for various appropriate activities. There have been several public comment periods over the last year with the Hidden Harbor community to address any concerns as well. The department has made its best effort to address their concerns within the proposed plan.

Lastly, we have secured grant funding from a Land and Water Conservation Fund grant this year in the amount of \$188,345 and can match that with Program Open Space for \$188,345 as well. The county's commitment is 10% or \$37,669. Of that, the department will address whatever items via in-kind and through the FY2019-2020 budget to greatly reduce any out of pocket expenses to county tax payers for the development of the park.

Attachment

cc: William Rodriguez
Frank Piorka,
David Bradford
Robert Mitchell
Katherine Munson
Maureen Howarth

Greys Creek Nature Park

Proposal Draft

2019

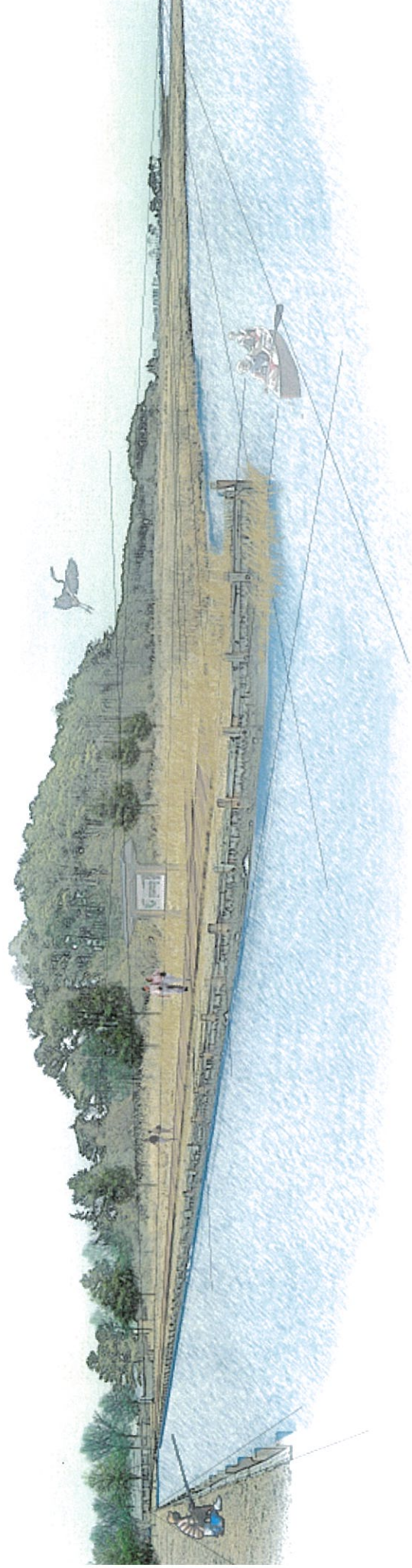
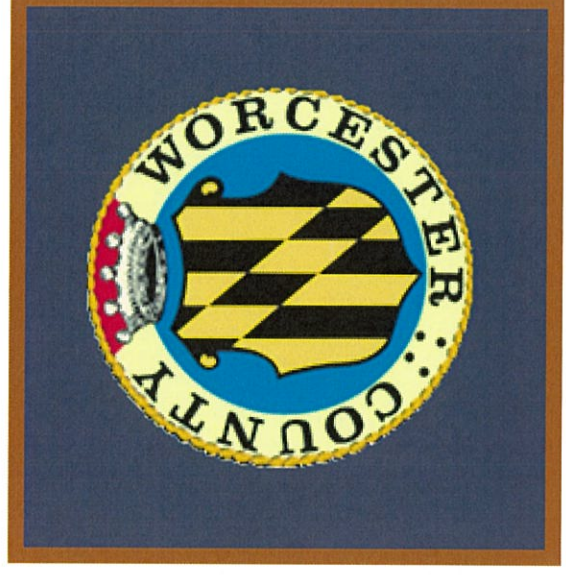


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- VI)** Development Budget
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I) Mission

This proposal offers a vision for the future of 572 acres in northern Worcester County known as the Greys Creek Nature Park. As owners of this of this land, Worcester County acts as caretakers and has the responsibility to provide for the needs of its citizens. It is, therefore, a necessary goal to balance the uses of this property, to serve the needs of the citizens of Worcester County, while preserving the natural systems. The responsibility for implementation will be shouldered by the Worcester County Department of Recreation & Parks, in cooperation with Maryland Coastal Bays Program (MCBP). As partners, both will remain committed towards the creation of a sustainable solution outlined in the 2006 to 'foster environmental education and passive recreational opportunities.

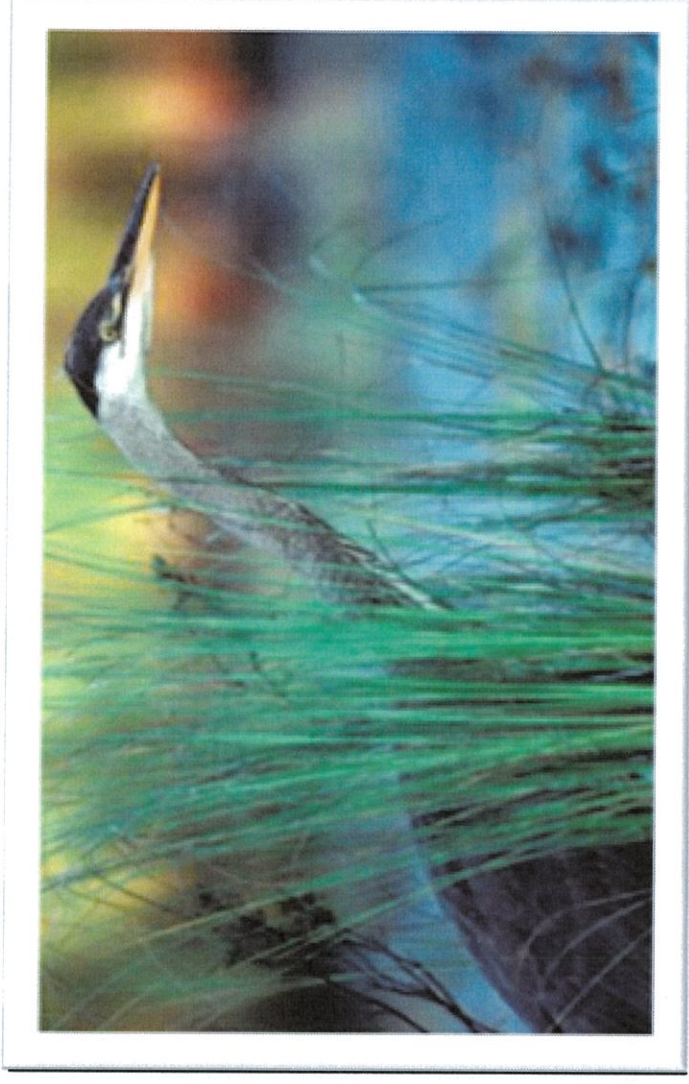
A) Our Vision

The Partnership shall plan and manage Greys Creek Nature Park to promote education, passive recreation and environmental stewardship for the benefit of our citizens.

B) Goals

The following goals are offered for planning Greys Creek Nature Park, to allow the efforts of all concerned to be properly focused. The proposal illustrates how the Partnership can provide for these goals.

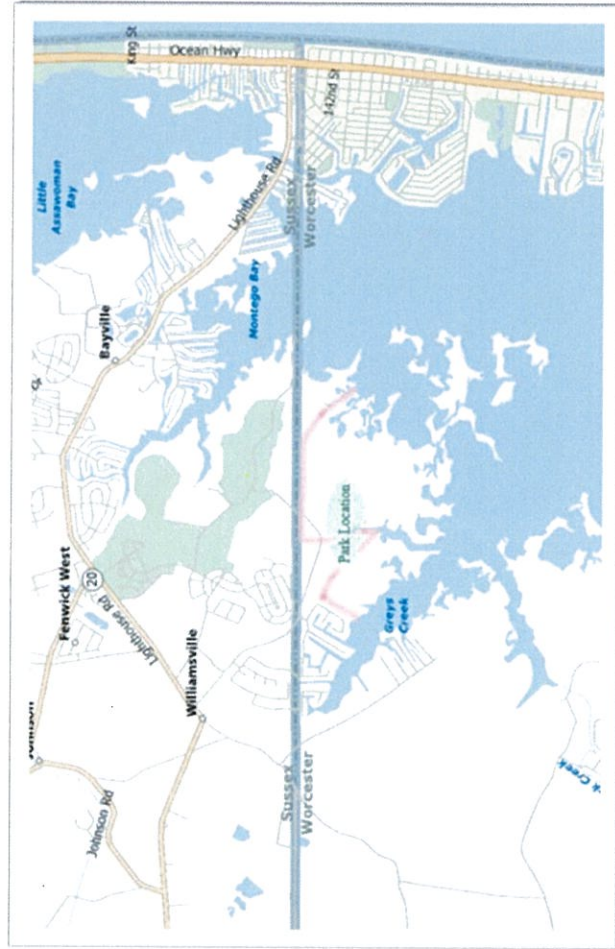
1. Provide for recreational opportunities for county residents and visitors alike, appropriate to the setting of Greys Creek Nature Park.
2. Provide for general educational and specific programming opportunities for the enrichment of county residents.
3. Provide for restoration and preservation of the delicate natural systems, for future generations.



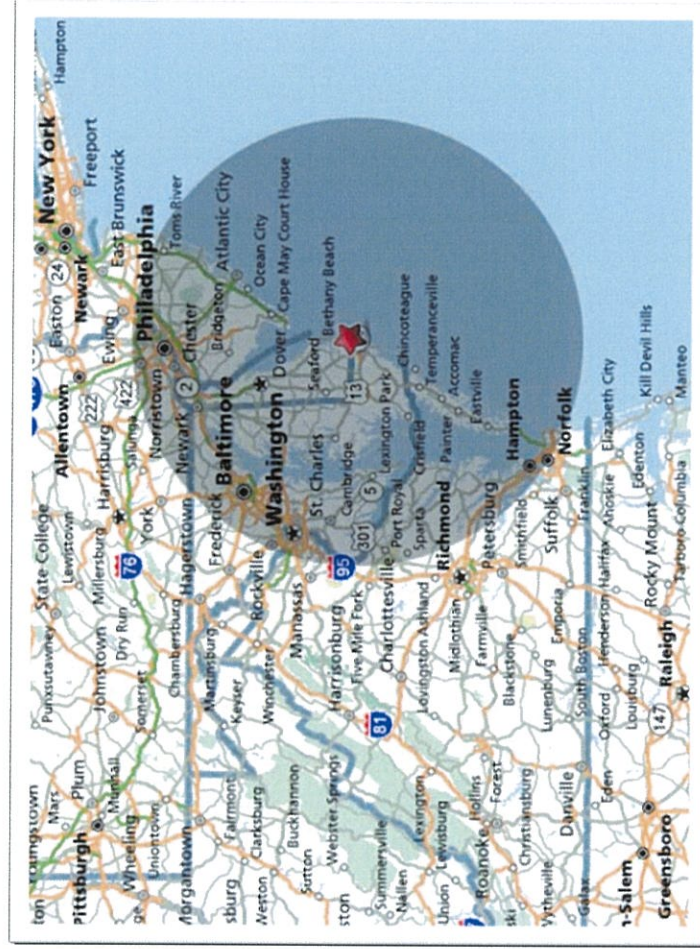
II) The Setting

Greys Creek Nature Park is a 574-acre tract of land located in the northern most portion of Worcester County, Maryland, and is partially bounded by the Delaware State line and Sussex County. To the west are the Bay View Estates subdivision and the 'Hidden Harbor' subdivision together, these developments account for more than 1,000 home sites. To the south and east, the property is bounded by several estuaries and inlets eventually opening onto the Assawoman Bay. Ocean City, Maryland is an easy drive of less than three miles, with a permanent population of about 8,000 and a yearly tourist influx of well over seven million visitors.

LOCATION MAP



REGIONAL CONTEXT, 2 HOUR DRIVE



The property is comprised of several large adjoining parcels and numerous small islands just off shore. The main parcels can be accessed either by land via Williamsville Road or by shallow draft boats from Assawoman Bay and its tributaries.

For the purpose of our proposal we shall focus on the eastern and western parcels which are geographically divided by the narrow tributary, Swans Gut, and the capacity of both to forward the stated mission. The western parcel of the site offers an exemplary coastal environment with a few small beach areas, low marsh lands, higher inlands and an assortment of woodlands. The elevation of the site ranges from sea level to just over seven (7') feet. There is an existing single story,

single family house, currently unoccupied in the southwest portion of the site which is at an elevation of seven point three four (7.34') feet above sea level. Immediately south of the house is a manmade inlet and boat dock allowing shallow water access directly to the western parcel of the property. The house is accessible by vehicle, but only through the 'Hidden Harbor' subdivision via 'Rollie Road' and an existing property easement. Therefore, and relative to concerns of local citizens, general public vehicular access will be controlled and utilized primarily for special use programming. Pedestrian, biking and riparian access to the western parcel will be unrestricted.

The eastern parcel of the site is comprised of adequate uplands, wetlands teaming with wildlife and number of picturesque external and internal vistas. Potential water access for the creation of a soft

EXISTING CONDITIONS



launch has been identified through the efforts of the Department of Natural Resources Public Access, Water Trails, and Recreational Program (DNR). Finally,

direct public vehicular, pedestrian and biking access off of Williamsville Road can be easily accommodated. Non motorized riparian access to the eastern parcel will also be possible.

VIEW FROM PROPERTY LOOKING SOUTH



VIEW FROM HOUSE LOOKING SOUTH



VIEW FROM MANMADE INLET



The land associated with the Greys Creek Nature Park is protected. The site is legally constrained by Critical Areas Laws of the State of Maryland, the Corps of Engineers Wetlands Protection programs and Worcester County zoning and subdivision regulations. A large portion of the site was formally enrolled in the federally funded Conservation Reserve Enhancement Program, (CREP), which expired in 2015.

Greys Creek Nature Park has great potential to offer a range of wonderful recreational and educational experiences through a structured activities program or as an example of good stewardship of the natural environment.



Ecotourism is now a well-established market segment serving a wide variety of visitors and interests. This particular property can offer space for upland trails and coastal canoeing, small boat sailing or kayaking. Educational programs which explore the ecology of wetlands, marsh lands and coastal woodlands are easily accommodated here. Where the



existing home structure is concerned, a renovation program geared towards converting the house to accommodate a broader function is recommended. We believe the space is sufficient to support classroom education, temporary housing and a variety of programs and activities. The existing house has been determined to be structurally sound and while it is in need of minor maintenance its overall condition is good. The current layout of this building is typical of a family house and because bearing walls are few the floor plan can be easily modified to handle staff and groups of 20 people at a time.

The building could conceivably include areas to support research; a community and volunteer meeting space, and accommodations to support special use programs such as overnight camping.

III) Development Concept

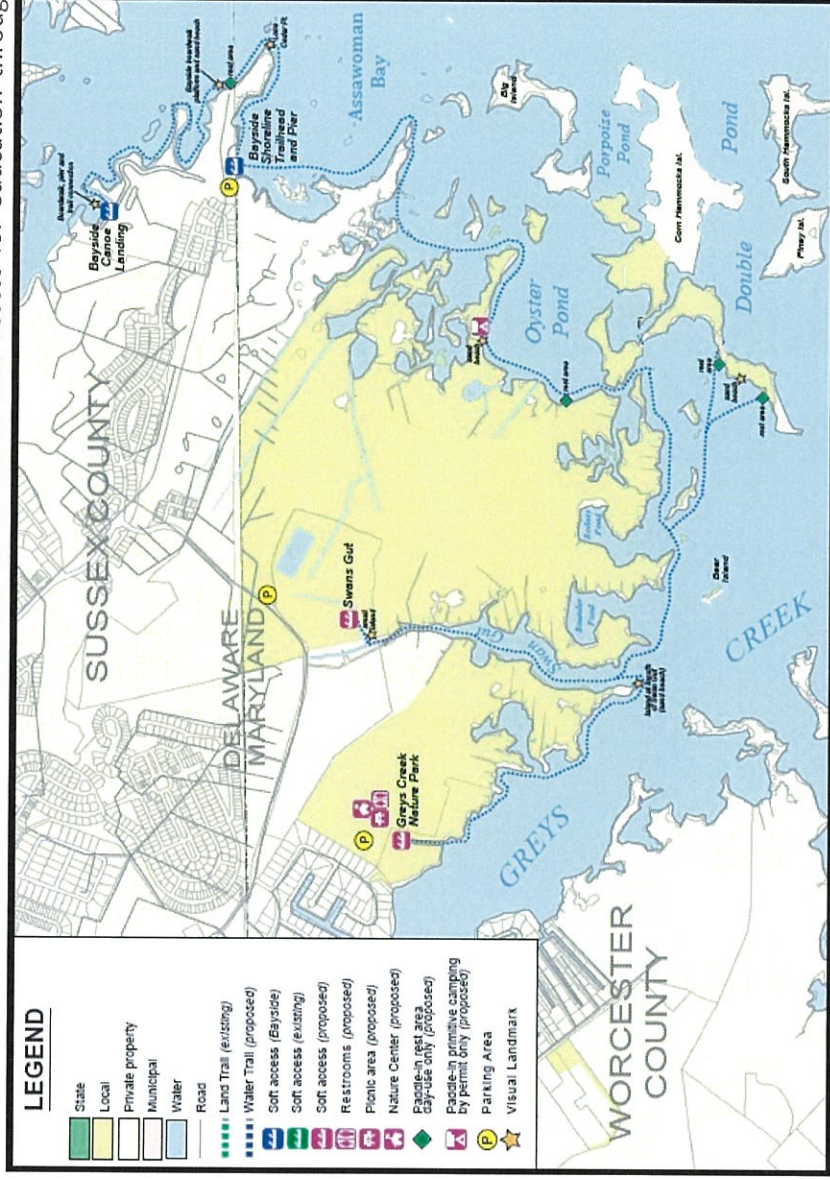
Greys Creek Nature Park will be developed to support the three (3) major program elements of education, recreation, and preservation. Using the programs and planned activities as a guide the concept for the overall site has evolved into a multifaceted, yet flexible approach to site planning. Teaching environmental awareness is easily accommodated within the 572-acre site. Providing recreational opportunities is a function any public preserve should embrace. Preservation of sensitive resources is a responsibility for everyone to shoulder.

A) Site Description

1. **Low lying areas, (about 40% of the park area).** These areas subject to constant inundation by the natural tidal processes. They also serve as the historical evidence of mans well intentioned intervention gone array. Most of this land is crisscrossed with shallow ditches. These ditches were dug during the depression to dry the land, in an attempt to remove mosquito breeding areas. This approach proved to have little effect on the mosquito population and now serves as a reminder of the unintended consequences when man alters the natural systems. Over the years these ditches have allowed the transport of sediments from the land into the estuaries of Grey Creek, thus altering the habitat and filling the creek where navigation is desired. This property is home to a wide variety of flora and fauna typical of the ecosystem. Here human intervention is best kept to a minimum, intrusion limited to areas of immediate or adjacent to planned activities only.

2. **Upland areas (about 20 % of the park area not in CREP).** While the property is divided in to three distinct parcels, again, the focus will be on the larger eastern and western parcels divided by Swans Gut. While both parcels have the potential to be inundated as a result of major storms, they are currently covered in either coastal forests of pine, red cedar and box elder or grasses. These areas are mostly accessible and offer enough upland to support the proposed trails and limited structural development.
3. **Conservation Reserve Enhancement Program (CREP) area, (about 25 % of the park area).** This acreage, (93.9 acres), has been set aside or enrolled in a federal program to create and install riparian buffers. This land is planted with a wide variety of hardwood trees, softwood trees and shrubs with the intent of creating a vegetative buffer to maintain upland areas for human activity while protecting the delicate coastal areas from development. The CREP lease terminated in 2015. Intervention will be limited to trail access for education through observation.

4. **The islands (about 10 separate islands ranging in size from 1 to 10 acres and are about 8% of the park area).** These islands are accessible only by water and can be incorporated into a water trail system. Most of the land area associated with these islands is often inundated (elevation range from sea level to about 4 feet) and is undevelopable. However, a number of beaches associated with the islands have been identified in the DNR analysis and water trail rest stops. Overall, the islands serve as wildlife habitat areas and should not be developed, and human activity should be limited recreational and opportunities to educate through observation.

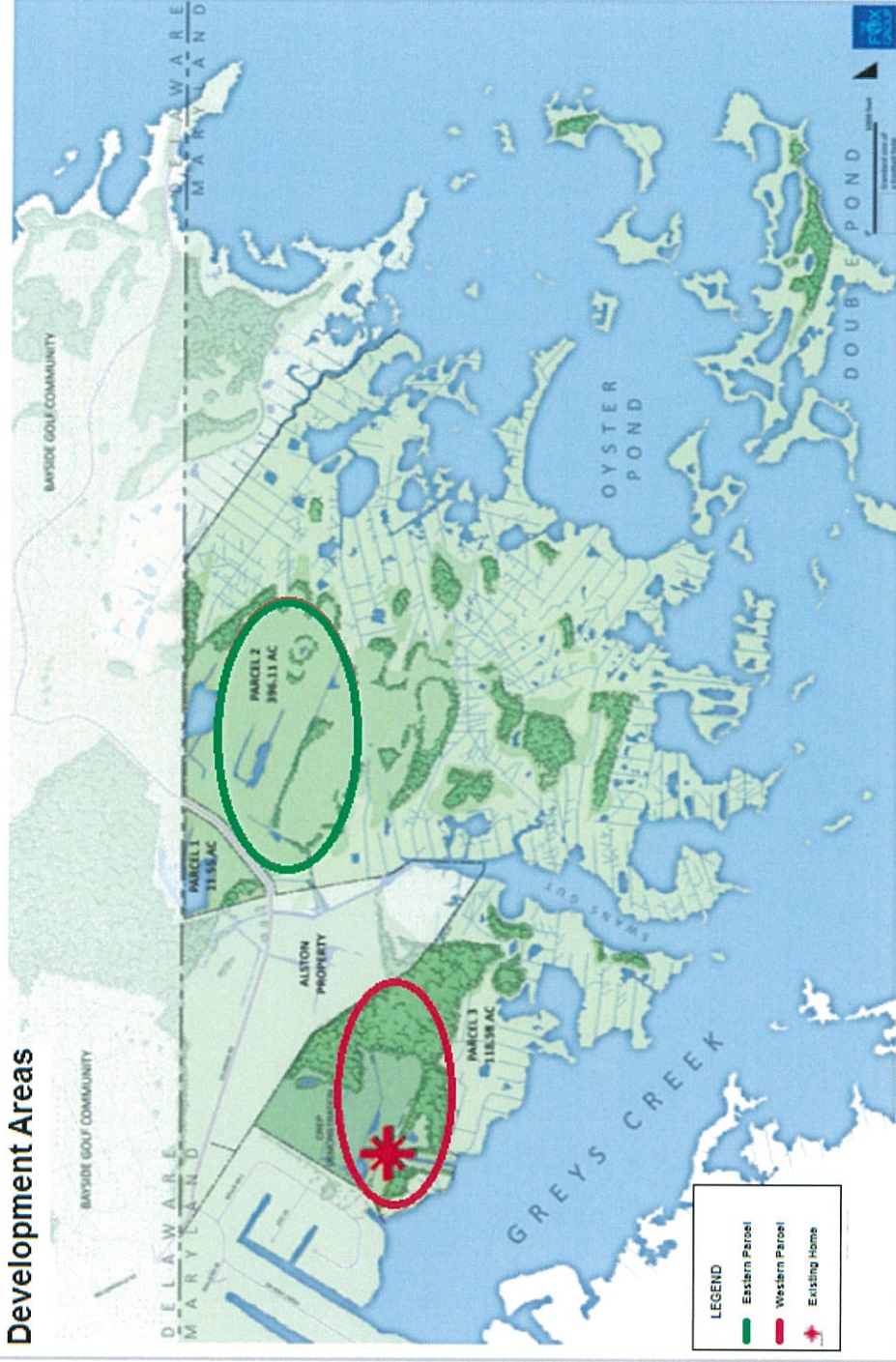


Development areas: We will focus on utilizing the upland and CREP areas associated with the larger eastern and western parcels for the creation of trails and site amenities, and to a very limited extent, small portions of islands to support water trails.

B) Park Elements

The site's diverse ecosystem will accommodate an exciting and diverse program. The programming of outdoor activities will involve the cooperative efforts of the Department of Recreation & Parks and its partner, Maryland Coastal Bays Program. Here the importance of conservation and restoration efforts of county, state and federal initiatives can be showcased. Also, the awareness of the financial benefits of stewardship can be demonstrated. Programs that focus on the 'hands-on' experience will be the most desired and successful. This property offers an ideal setting for school aged children and the public at large to experience and learn. Not only does the Greys Creek partnership with Worcester County assist Maryland Coastal Bays Program in fulfilling their requirements in their

Development Areas



Comprehensive Conservation and Management Plan (CCMP) but it also assist the County as Worcester County has obligations within the context of the Comprehensive Conservation Management Plan (CCMP). The CCMP is a guide for Maryland Coastal Bays Program that contains four (4) action plans for the long-term restoration and protection of the Coastal Bays which are water quality, fish & wildlife, recreation & navigation, and community & economic development. These Action Plans serve as a blueprint for the public agencies responsible for protecting the area's natural resources and present a range of strategies that ensure economic stability through environmental recovery and protection. Worcester County has a requirement to maintain and enhance kayak launches and enhance soft shorelines. Additionally, MCBP and partners have a requirement to plan

and provide for public access and recreational opportunities on publicly owned forests. MCBP is also expected to plant native vegetation to enhance native habitat at county parks.

1) Recreation

The park will have many recreational opportunities. Water access exists on both parcels and can serve as locations to launch kayaks and canoes to afford the public the opportunity to experience documented water trails. This can offer the visitor a chance to freely explore the shallow waters of the coastal plain. With miles of shoreline available the potential for its use is too great to ignore. Over two (2) miles of potential upland trails have been

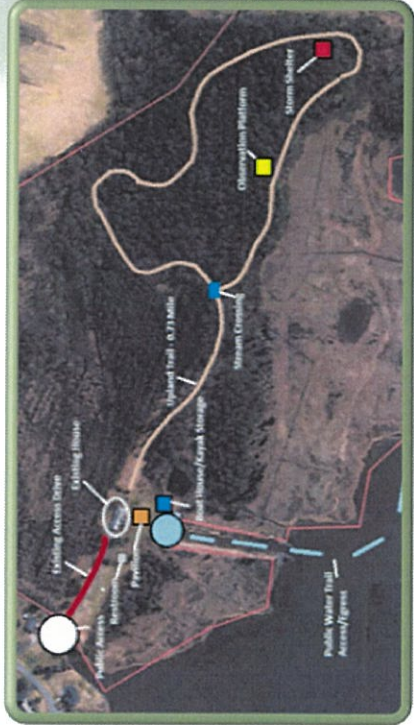
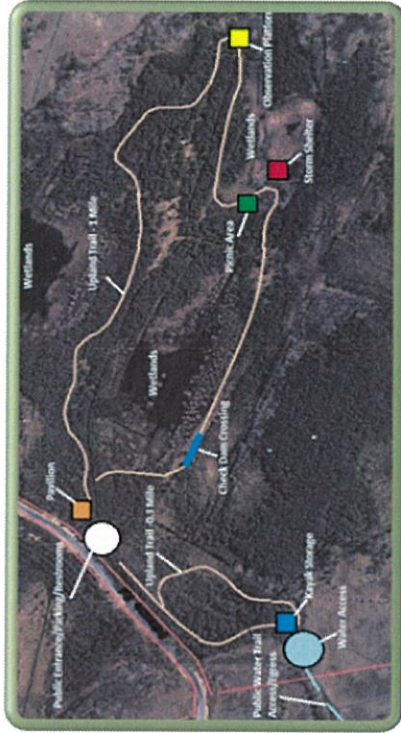
identified between the eastern and western parcels enabling visitors on foot to explore the nature features of the upland areas, the woodlands and marsh areas. The facilities will offer opportunities for both formal instruction and demonstration and offer a peaceful sanctuary for individuals and families to simply experience nature.

2) Function

Access to the home site located on the western parcel is somewhat constrained as access can only be created through the Hidden Harbor neighborhood. A lesser



Greys Creek Nature Park Development Scope



constraint is the fact that the eastern and western parcels are divided geographically by Swans Gut where linking the two parcels is cost prohibitive. The proposed solution is to develop the western parcel as a special use area for programming, research, and to serve local pedestrian, biking and riparian access. The eastern parcel would be developed as the primary public access point serving the Greys Creek Nature Park. Both parcels will be development with similar elements; however, the eastern parcel will provide more convenient access. Ultimately, this approach should reduce the need for public utilization of the western parcel access.

3) Features

Both the eastern western parcels can support upland trails and water access. The eastern parcel can accommodate 1.3 miles of upland trails routed through a combination of woodland and wetland settings accentuated by a number of outstanding internal and external vistas. The location also offers water access to Swans Gut enabling kayaking and canoeing opportunities on site. To support the upland trail system and water access on this side we are proposing adequate parking, an educational themed pavilion, observation platform, picnic area, a storm shelter, and a check dam crossing. A small boathouse will also be included to support educational programming activities. The parcel will also be equipped with public and interpretive signage. Finally, the existing service roads associated with the parcel will be repurposed to support non-motorized watercraft access and general property maintenance. The eastern parcel with be designated as the publically accessible point for the entire property.



The western parcels (location of the existing house) will function to serve the public as well. This parcel offers research opportunities, and great potential as a special use area for educational programming. The actual home structure will be modified to support this end. In terms of site features, a pavilion will be added, and the existing boathouse will be renovated to support special use programming. Also, a 0.75-mile upland trail will be created; a storm shelter installed, as will an observation platform to take advantage of the wonderful views of the tidal marsh. Finally, non-motorized watercraft access and egress presently exists as a result of the living shoreline project completed by the Maryland Department of Natural Resources in 2012.



In the development of Greys Creek Nature Park, an emphasis on sustainability will permeate choices for building systems and materials. Natural paving systems such as clam shells, geo grid systems, and bark mulch will be employed. Building systems will be selected to reduce energy

consumption. Innovative approaches to treating storm water will be employed. All this and many other measures will serve as demonstration elements for future educational programs.

C) Planned Activities

While Greys Creeks' eastern parcel is anticipated to be utilized for full public access, Greys Creeks' western parcel will be designed to emphasize special use programming and access. Maryland Coastal Bays Program will assist the County in managing the access to the western parcel. There will be specific days programmed that the house is accessible to groups such as schools, Scouts, birding groups, and college classes with the permission of Maryland Coastal Bays Program and Worcester County. Typically, groups will be there 1-3 times per week depending on the time of year.

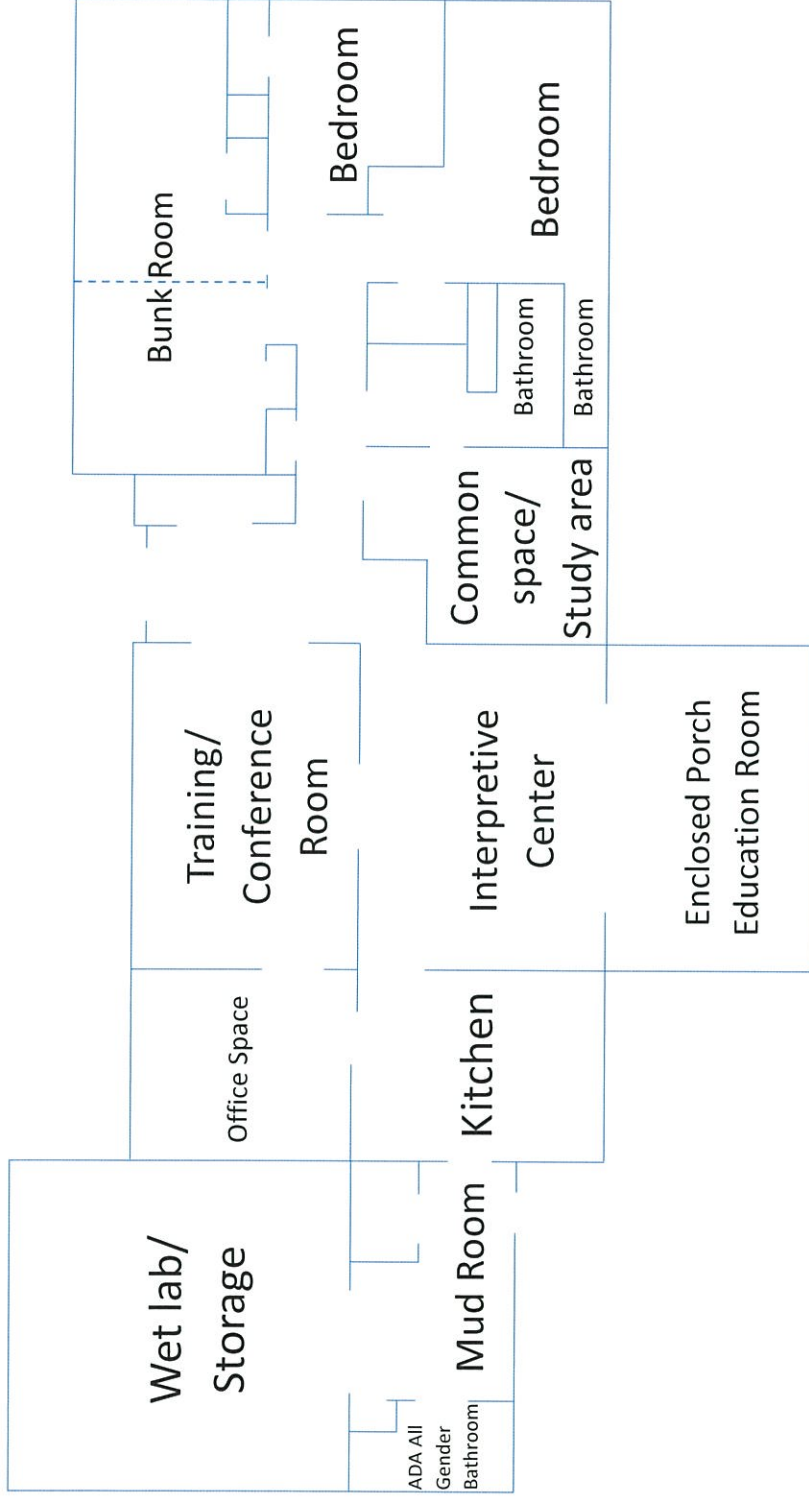
Western parcel activities that could be planned into the operation of this facility include, but are not limited to, the following:

1. House Renovation Plan

One section of the building is proposed as a housing unit. There will be three (3) bedrooms total. Two (2) rooms will be used to accommodate temporary residents in order to support research projects, science programming, and/or education activities. Such residents could include Chesapeake Conservation Corps (CCC) members, interns, and research fellows. The third will be a bunk room for multiple overnight residents such as Worcester County Recreational programming staff. There will be 1-2 full baths as well for temporary residents, along with laundry facilities. Additionally, there will be a living room and study area.

The other half of the building will be used as an education and outreach center. There will be an Americans with Disabilities Act (ADA) accessible entrance and an all-gender bathroom. Additional features include a kitchen for overnight groups and residents to use, a mud room, and a wet lab for experiments, research, and data analysis. This will also be an area for equipment storage. The majority of the education center will be used for interpretive exhibits, a conference and meeting room, and an office space. A draft outline of the housing floorplan can be seen below.

The renovations for the house would incorporate green infrastructure. Some of the considerations would include installing solar panels, LED lighting, water efficient toilets inside, composting toilets outside, and a water bottle fill up station.



2. House Utilization

a. Meeting Space

- i. The building will serve as a meeting space for multiple entities including Worcester County, Maryland Coastal Bays Program, and the Greys Creek community. There will be a larger meeting room and smaller conference room that will be equipped with smart technology for presentation and workshops. Additionally, this provides a location for Maryland Coastal Bays Program and Worcester County Recreational & Park to utilize the space for educational based training and programming.

- ii. Maryland Coastal Bays Program and other organizations would be able to hold lectures and larger trainings here including teacher trainings, offsite college classes, and public information workshops on bay ecology and local issues.

b. Housing

- i. A potential use for the building is to offer temporary housing to environmental professionals. Maryland Coastal Bays Program has Chesapeake Conservation Corp members and interns who work seasonally throughout the year. Being able to offer convenient, affordable temporary lodging for these individuals would open a lot of opportunities for Maryland Coastal Bays Program and Worcester County. Offering such allows Maryland Coastal Bays Program to attract students and researchers from all over the country which would bring this talent pool to Worcester County. It also offers the opportunity to reach out regionally to expand diversity recruitment for programs. Additionally, establishing a level of active presence on site not only supports ongoing environmental monitoring efforts but also serves to deter vandalism associated with the home site in the past.
- c. Science Research Facility
- i. The house will also function as a science research facility. Researchers will have the ability to conduct studies and projects at Greys Creek while staying at the house. This allows for unique research to be done that Maryland Coastal Bays Program is not able to conduct, due to timing, means, and personnel limitations. We will also be able to reach out to colleges and universities such as Salisbury University and University of Maryland Eastern Shore (UMES) to bring their students for spring break service opportunities. For colleges with semester long field experiences, this could be a great location to add to their program. Having a research facility will also provide extensive exposure for Worcester County and the Coastal Bays.
- d. Interpretive Center
- i. Greys Creek Center will have interpretive opportunities for the community as well. An interpretive center is an institution that fosters learning in an interactive way including videos, artifacts, educational displays and other activities.
 - ii. The following will be what we envision for the interior of the house. The main room will house interactive exhibits, a live animal tank, and educational displays and signage. The displays and signage will convey information regarding area history, ecology, the Coastal Bays watershed, old growth forests, the beach, and local flora and fauna. They will also discuss sustainability in Maryland's Coastal Bays such as ways to go green and research that Maryland Coastal Bays Program is conducting. There will be one exhibit that will be interchanged yearly to keep the education new and fresh for returning visitors. The enclosed porch area of the house will be a hands-on education area where there will be a variety of specimens, artifacts, and models for kinesthetic learners.
- e. Exterior Elements
- i. Accompanying the house renovation, there will be site development elements. This will include additional signage, a pollinator garden built by the Greys Creek community in April 2019, pavilions, grills, firepits, a kayak rack, the restoration of the boat house, osprey towers, water fountain, composting bathrooms, a storm shelter, and a bike rack.

3. Ecotourism

- a. Citizen Science- Citizen Science is defined as the collection of data conducted by the general public in collaboration with professional scientists. All the information collected will be accessible in real time updates.
 - i. Digital Engagement: There will be citizen science implemented on the western parcel. At the house there will be a laptop available to visitors where they can enter various data at the Greys Creek property. Examples of citizens' science could include iBird, a database where birders could upload data to a citizen science application, and iNaturalist, an app where visitors can document observations and get help to identify species unknown to them.
 - ii. Bioblitz: A Bioblitz is an event where people biologically survey by collecting and/or recording all living species in the specified area. This all-age friendly activity is great for student groups and volunteer service days to document flora and fauna of the area for the first time.
 - iii. Water Quality Monitoring: With this citizen science program, visitors can test the water for nitrogen, phosphorous, pH, chlorine, and salinity, and upload the data to a website. This is a way to teach the public about water quality in a hands-on interactive way.
- b. Passive Recreation
 - i. Greys Creek is a great area for passive recreation such as hiking, trail running, biking, kayaking, canoeing, birding, and stand up paddle boarding. [Activities such as, wildlife and birding recreation bring in about 18 million in revenue each year and are therefore very important to the economic value of the Maryland Coastal Bays watershed and Worcester County.]
 - ii. Hosting school groups is a great way to involve the local community. Educational programs would explore the ecology of wetlands, marsh lands, and coastal woodlands in a hands-on experience. Shallow water aquatic life can be studied with ease because of the low elevations of the site. Over the spring of 2019, groups have been coming to Greys Creeks' western parcel for Maryland Coastal Bays Program led education programs. Hosting school groups also has added benefits due to their manpower. Worcester County students are required to complete service hours in middle and high school before graduation. This opens opportunities for continued site service such as trail maintenance, native plantings, and scientific monitoring. When students visit Greys Creek as part of their school curriculum, this will bring exposure to Greys Creek and encourage future non-academic visits.
 - iii. Many clubs in the area will benefit from this park including birding groups, 4-H clubs, and Boy and Girl Scouts. Educational program will also be available for these groups. Additionally, when these groups visit, they will be given the option to stay there overnight and camp in the pavilions.
- c. Site Programming
 - i. As mentioned previously, Greys Creek provides a great opportunity for various organizations to come and learn about the wonderful outdoor environment in Worcester County. When groups want access to Greys Creek western parcel, they will need

to contact Maryland Coastal Bays Program and Worcester County Recreation & Parks to coordinate a visit. Additionally, there will be public community events and volunteer days, such as Discover Your Watershed which Maryland Coastal Bays Program has been holding at Greys Creek for the past two years. Discover Your Watershed events are free and open to the public. In 2017, orienteering and trail maintenance was done. In 2018, the Discover Your Watershed event included seining to sample fish, trail development and maintenance, and an in-water kayak and canoe cleanup. In April 2019, a pollinator garden will be constructed at the Greys Creek Discover Your Watershed.

- ii. Around the house there will be an outdoor nature play space. A nature play space can also be referred to as an outdoor classroom. The idea behind a nature play space is having an area that is not made of plastic and metal, but instead, incorporates the surrounding landscape and vegetation. There is the potential for outdoor games, tree stump chairs, and slate drawing boards. This area facilitates learning through play with possibilities for a nature art area, trees and rocks for climbing, or a stump seating area where classroom lessons can be held outside. The Irvine Nature Center in Baltimore County is a great example of an outdoor classroom. Examples of what the nature play space would look like are below; Irvine Nature Center has many of those elements.



4. Environmental Conservation Efforts

a. Monitoring

- i. Some of the monitoring ideas have been previously discussed such as the citizen science aspects.
 1. Birding, Bioblitz, Water Quality, and iNaturalist.
- ii. Surface elevation tables will be installed in the future in the marsh to measure marsh response to changing sea level. This will help us determine the health and resiliency of the marsh.
- iii. Tide gauges could be installed with remote access to allow residents in the upper bays to safely navigate the shallow bays and islands.
- iv. Wetland rapid assessments following the Mid-Atlantic Tidal Wetland Rapid Assessment method may become annual. This assessment method is used by scientists in the Mid-Atlantic region to further assess the health of the marsh. It also looks at the

marshes ability to migrate inland with sea level rise. In addition to marsh migration, it looks at the vegetation community to assess the health.

- v. There will also be vegetation enhancement including a pollinator garden to be planted at a community event.
- vi. Additionally, we will be conducting Invasive plant removal.

IV) Proposed Development Funding

Funding will be required for three (3) major aspects associated with Greys Creek Nature Park development. They are as follows;

1. The House Structure - Funding for the renovation of the house will be pursued by Maryland Coastal Bays Program. Maryland Coastal Bays Program plans to discuss the merits of a private capital campaign to solicit for private money from local area donors with the Maryland Coastal Bays Program Board of Directors. Nat5ional Oceanic and Atmospheric Administration grants for research and education may apply, along with Environmental Protection Agency grants for research and education. Maryland Coastal Bays Program is also looking into foundation funding as well as other state and federal opportunities.
2. Water Access – As a result of our request for technical assistance approved the Commissioners in 2017, Maryland Department of Natural Resources, Chesapeake & Coastal Service division has evaluated and developed a concept plan to promote public water access and water trails to provide water-based recreation opportunities on site. Funding for the creation of water access will be sought through the Maryland Department of Transportation’s Recreational Trails Program (RTP) funds. Eligible trail project activities include construction, maintenance and restoration of land or water-based trails and trail-side facilities. Where Greys Creek is concerned, a newly created public water access point will be required on the on the eastern parcel and on the western parcel, the remaining section of bulkhead will be replaced with a living soft shoreline. The required scope of work should fall within the maximum funding available through RTP which is \$80,000. The required funding match of 20% will be satisfied through ‘in kind’ services provided by the Parks Department. The request for funding application will be made prior to June 2020.
3. Passive Recreational Elements – The County will provide funding for the upland trails and amenities not associated with the home renovation or water access. The primary funding source for these elements will be Program Open Space (POS) Development Funds in the amount of \$188,485. The Department currently has pending application with the National Parks Service for a *Land and Water Conservation Fund Grant* (LWCF). The grant, if awarded, would provide the remaining \$188,485 in funding to complete passive recreational development aspect, estimated to be \$ 376,970. See the itemized passive recreational budget below for specific cost details.

V) Maintenance

Routine Maintenance will be performed by Worcester County Recreation & Parks. Restoration Projects will be coordinated through Maryland Coastal Bays Program. The cost associated with long term maintenance will be greatly lessened as a result an unwavering commitment towards the implementation of sustainability and out of respect for our stated mission as care takers. Weekly responsibilities towards upkeep will not expand much beyond our present scope due to the limited ‘footprint’ of our proposal. The value of this opportunity is that we don’t have to run roughshod over the land to achieve our goals; we merely

have to create the simple means by which the public can safely experience what nature has provided. Finally, upon completion of the initial build out, which will include 'in kind' participation by the Worcester County Recreation & Parks, any feature maintenance, mostly associated with trail upkeep, can occur during the dormant season and not interfere with departmental responsibilities throughout the park system as related to demands associated with warmer weather activity.

VI) Proposed Development Budget

Greys Creek House Rehab General Cost Estimate 10/16 - Updated 12/18

Item	Estimate	Description
HVAC	\$ 32,000.00	air handler/new duct work/compressors
Roofing	\$ 15,000.00	10 years out on replacement
Fascia	\$ 3,500.00	Exterior wood replacement
Structural Modifications	\$ 20,000.00	Interior redesign of existing floor plan
Facility Furnishings	\$ 5,000.00	Conference Table, Chairs , etc.
Fire/Security	\$ 8,000.00	for all county own buildings
ADA	\$ 5,000.00	access ramp/washroom renovation
Appliance upgrade	\$ 3,500.00	Energy Star - Refrigerator, oven, microwave, etc.
Flooring	\$ 4,500.00	\$35/sq.yd 3000 sf
Phone/Voice/Data	\$ 1,200.00	cell dialer/ data connections/drop ins
Paint/Exterior	\$ 1,000.00	
Paint interior	\$ 1,000.00	
Septic	na	Newly Updated
Well, Water System	\$ 500.00	Checked 10/21/16- operational
Incidentals	\$ 10,000.00	doors/hardware/window replacement/porch screening
Estimate=	\$ 110,200.00	

***Funding for the rehabilitation of the house structure will be procured by Maryland Coastal Bays Program

Greys Creek Passive Park Development Estimate - Land and Water Conservation Grant (LWCF)					
Development Item	Cost/acre	Cost/c.y.	Flat Cost	Unit Qty.	Item Cost
Parking/Trail Clearing - 16' swath	\$ 2,500			4	\$ 10,000
Trail Creation/Wood Chips - 8' wide - 6" depth		\$ 14.00		1,500	\$ 21,000
Contracted Labor			\$ 10,000	1	\$ 10,000
Pavilion Construction			\$ 37,000	2	\$ 74,000
Storm Shelter Construction			\$ 10,000	2	\$ 20,000
Boat House Renovation			\$ 25,000	1	\$ 25,000
Parking Lot Construction			\$ 50,000	1	\$ 50,000
Educational Information Boards			\$ 1,000	2	\$ 2,000
Picnic Site Amenities			\$ 5,000	1	\$ 5,000
Water Station			\$ 1,200	1	\$ 1,200
Entrance Gate			\$ 1,500	2	\$ 3,000
Existing Driveway Enhancement			\$ 6,000	1	\$ 6,000
Check Dam/Stream Crossing Construction			\$ 6,000	2	\$ 12,000
Lookout Platform Construction			\$ 15,000	2	\$ 30,000
Entrance Landscaping			\$ 2,500	2	\$ 5,000
General Signage			\$ 3,500	1	\$ 3,500
Interpretive Signage			\$ 5,000	1	\$ 5,000
Rest Rooms/Composting			\$ 20,000	2	\$ 40,000
Professional services/permitting			\$ 20,000	1	\$ 20,000
Estimated Development Cost (LWCF)					\$ 342,700
*Estimated Cost with 10% Contingency					\$ 376,970

Water Access Development Estimate State Highway Administration, Recreational Trails Program Grant (RTP)					
Development Item	Cost/acre	Cost/c.y.	Flat Cost	Unit Qty.	Item Cost
Trail Clearing	\$ 2,500			0.6	\$ 1,500
Trail Creation/Wood Chips		\$ 14.00		500	\$ 7,000
Contracted Labor			\$ 5,000	1	\$ 5,000
General Signage			\$ 1,000	1	\$ 1,000
Kayak Storage			\$ 15,000	1	\$ 15,000
Kayak Launch			\$ 5,000	1	\$ 5,000
Equipment - Dump Trailer/2 chain saws			\$ 6,500	1	\$ 6,500
Professional services/permitting			\$ 15,000	1	\$ 15,000
Estimated Development Cost (RTP)					\$ 56,000
*Estimated Cost with 10% Contingency					\$ 61,600

Combined Development Cost including Contingencies					\$ 438,570
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VII) Development Program

The following Greys Creek Development Program chart provides general guidance with respect to major development events and timeframes:

Greys Creek Development Program	2019												2020							2021
Description/Time Line	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	June
Professional Services /Permitting																				
Upland Trail Clearing																				
Upland Trail Creation																				
Park Amentinty Installation																				
Water Access Development																				
Entrance and Parking																				
Official Opening																				

VIII) Credits



Tom Perlozzo

Worcester County

Frank Piorko

Maryland Coastal Bays Program

Department of Recreation & Parks

Liz Wist

Maryland Coastal Bays Program

William M. Rodriguez

Worcester County

Brianna Fragata

Maryland Coastal Bays Program

Department of Recreation & Parks



Lisa Gutierrez

Chesapeake and Coastal Service





10

Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: May 14, 2019
SUBJECT: Bid Request – Newark Spray Irrigation
Newark Sanitary Service Area

Full size Plans and
Full set of Specifications
Available in County
Administration

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 including the Notice to Bidders, Drawings, Specifications and Bidder's List for construction of the spray irrigation facilities for disposal of effluent from the Newark Wastewater Treatment Plant. The work includes:

1. Construction of approximately 6,500 linear feet of discharge piping from the wastewater treatment plant to the new spray site;
2. Construction of spray irrigation piping and discharge sprinkler heads;
3. Construction of a new pump station at the wastewater treatment plant for pumping the effluent to the spray site;
4. Modification of the treatment plant pond to increase holding for periods when spray is not permitted; and,
5. Testing, start-up, site restoration and close-out.

The total cost for this construction project is estimated to be \$1,600,000. Funding for the project is being provided by the Maryland Department of the Environment.

We are requesting that the Commissioners authorize the Department to proceed with bidding this work.

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

Attachments

cc: John S. Ross, P.E. Deputy Director
Jessica Wilson, CPA, Enterprise Fund Controller

DRAFT

NOTICE TO BIDDERS CONSTRUCTION OF NEWARK SPRAY IRRIGATION FACILITIES WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are currently accepting sealed bids for construction of Spray Irrigation Facilities in the Newark Service Area for the Worcester County Department of Public Works – Water and Wastewater Division. The Project generally consists of construction of approximately 6,500 linear feet of discharge piping, spray irrigation piping and discharge sprinkler heads, a new pump station, modification of the treatment plant pond to increase holding, testing, start-up, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications. This project is funded by the Clean Water State Revolving Fund (CWSRF) administered by the Environmental Protection Agency and the Maryland Department of the Environment. Contractor requirements under the CWSRF are included in the bid documents and include, but are not limited to, use of American iron and steel, adhering to applicable Davis Bacon Act prevailing wage rates, and participation of disadvantaged business enterprises. Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at 10:00 AM (EDT) on Tuesday, June 11, 2019** at the Worcester County Department of Public Works – Water and Wastewater Division Office at 1000 Shore Lane, Ocean Pines, Maryland 21811. **Sealed proposals will be accepted until 1:00 PM (EDT) on Monday, July 8, 2019** in the Office of the County Commissioners at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid Enclosed – Newark Spray Irrigation Facilities**" 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 Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

BIDDERS' LIST

Newark Spray Irrigation

Bunting & Murray Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
Phone: 302-436-5144
Fax: 302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc
18904 Maranatha Way, #1
Bridgeville, Delaware 19933
Phone: 302-337-3366
Fax: 302-337-3317
www.hopcon.com

George & Lynch, Inc
150 Lafferty Lane
Dover, Delaware 19901
Phone: 302-328-6275
Fax: 302-328-8998
mmcgonigal@geolyn.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
Phone: 410-749-3116
Fax: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
Phone: (302) 893-3964
Fax: (302) 453-9550

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
Phone: (410) 879-8055
Fax: (410) 241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
Phone: 302-856-6177
Fax: 302-856-3482
mail@apcroll.com

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
Phone: 302-678-9500
Fax: 302-678-9715
CR1647@TealConstruction.com

Black Construction
P.O. Box 978
Dover, DE 19903
Phone: 302-734-3447
Fax: 302-678-1709

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
Phone: (410) 556-6100
Fax: (410) 556-6574
jim@bearingconstruction.net



Contract Documents and Construction Specifications

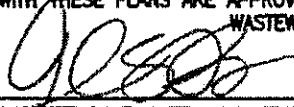

Worcester County Newark Spray Irrigation

Prepared for

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 20863

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11202 Racetrack Road, Unit 103
Ocean Pines, Maryland 21811
(410) 641-5341

THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER DIVISION.	
	5/1/19
WORCESTER COUNTY, WATER AND WASTEWATER DIVISION	DATE
THE WATER AND SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.	
	5-1-19
WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS	DATE



April 2019
EA Project No. 1548001

Excerpts from
480 Pages
Total
4

**WORCESTER COUNTY MARYLAND
BIDDING DOCUMENTS**

**CONSTRUCTION SPECIFICATIONS
FOR
NEWARK SPRAY IRRIGATION**

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). All inquiries shall be directed to Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit along with his bid the following information:

- Completed *Assurances for Compliance with Federal Laws and Regulations for Water Quality-Treatment Works and Drinking Water Project* Form. This form can be found on Page 7 of the MDE Requirements within Section B of this document.
- Disadvantaged Business Enterprise Program (DBE) Forms starting on Page 8 of the MDE Requirements within Section B of this document.
- Resume for the full-time onsite superintendent showing that the superintendent has experience in the installation of C-900/905 PVC pipe or similar for sewer force main. Experience must include the installation of at least 10 miles of C-900/905 PVC pipe or similar via open trench.

- The location of the Bidder's offsite borrow, and aggregate sources. In addition, the Bidder shall provide copies of all relevant permits for the proposed borrow sources. Any proposed borrow pit that is not fully permitted prior to the bid date will not be acceptable.
- For each borrow source provide two proctor curves for in place density.

Further, within five (5) days of Owner's request, Bidder shall submit additional written evidence, such as financial data, additional previous experience on similar projects, equipment availability, present commitments, and other such data, as may be requested. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site and make all subsurface investigations necessary to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein, upon which Bidder is entitled to rely as provided in Article 4, are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to Owner and

Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Document are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda, mailed or delivered to all parties, and recorded by Owner as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond, issued by a surety meeting the requirements of Article 5 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are \$1,000 per day, for the first 30 days. Beyond 30 days, damages increase to \$5,000 per day, as set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or

“or-equal” item. Substitute or “or-equal” materials or equipment may be furnished or used by Contractor if acceptable to Engineer; application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 6 of the General Conditions and may be supplemented in the General Requirements.

References in the Contract Documents of “Design Basis” or “Basis of Design” shall imply that an “or-equal” product may be used by the Contractor if acceptable to the Engineer.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1 If the Instructions to Bidders and/or the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request the apparent Successful Bidder to submit an acceptable substitute prior to the Notice of Award, in which case that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

10.2 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1 The Bid Form (Form of Proposal) is included with the Bidding Documents; additional copies may be obtained from Worcester County.

11.2 All blanks on the Bid Form must be completed in ink or typed.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before 1:00 PM (EDT) on July 8, 2019 at the office of the County Commissioners of Worcester County, One West Market Street, Room 1103, Snow Hill, Maryland 21863, as indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other related documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED—NEWARK SPRAY IRRIGATION on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at before 1:00 PM (EDT) on July 8, 2019. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the opening of Bids. Bids will be reviewed, with a recommendation anticipated to be presented to the County Commissioners at their regular meeting on July 16, 2019.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful

Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations, as Owner deems necessary, to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Document to Owner's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.

16.6 Prior to issuing a Notice of Award, the County will provide Maryland Department of the Environment's Water Quality Financing Administration (WQFA) with the bid package of the lowest Bidder in accordance with Section 16.5 above. Following acceptance of the WQFA, the County will issue the Notice of Award.

16.7 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within one hundred and twenty (120) days after the day of the Bid opening.

17. CONTRACT SECURITY

Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PREBID CONFERENCE

A prebid conference will be held at before 10:00 AM (EDT) on June 11, 2019 at the Department of Public Works-Water and Waste Water Administration Building, 1000 Shore Lane, Berlin Maryland 21811. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES

The Owner's exemption from Maryland State Sales and Use Taxes on materials and equipment cannot be passed on to the Contractor. Contractor shall add such taxes within the Contract Price.

21. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

22. AWARD OF BIDS/ALTERNATES

The successful Bidder, for purpose of Contract award, shall be the conforming responsible Bidder offering the low unit price bid and lump sum items for the Base Bid Items. After the successful Bidder has been determined by this method, the Owner reserves the right to select alternates out of the listed sequence and to make award for only those items so selected and to accept any or all of the balance of the alternates within five hundred forty (540) days of award of the Contract.

ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT

Project Name: _____ Contract No. (if applicable): _____

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).
6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: <http://www.wdol.gov/>.

General Decision Number: _____ Date: _____

7. Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.
8. Use of American Iron and Steel, as promulgated by H.R. 3547, "Consolidated Appropriations Act, 2014," Division G, Title IV, enacted on January 17, 2014.

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

Contractor

Signed by: _____
Authorized Officer

Date

Name (Print)

Title (Print)

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(CONTRACTOR)
hereinafter called the PRINCIPAL and _____
(SURETY)
hereinafter called the SURETY, are hereby held and firmly bound unto the County
Commissioners of Worcester County, One West Market Street, Room 1103, Snow Hill,
Maryland 21863 hereinafter called the OWNER, in the penal sum of FIVE-PERCENT-OF-BID
Dollars (\$5%-of-bid) for the payment of which sum, well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrations, successors, and assigns.

The condition of the above obligation is such that, whereas, the PRINCIPAL has submitted to the
OWNER a certain PROPOSAL attached hereto and hereby made a part hereof, to enter into a
CONTRACT in writing, for the Construction of the Newark Spray Irrigation, Worcester County,
Maryland.

NOW, THEREFORE,

- a. If said PROPOSAL shall be rejected by the OWNER, or in the
alternative,
- b. If within five (5) days of notice from the OWNER or the OWNER'S
AGENT of the OWNER'S intention to award a CONTRACT to the
PRINCIPAL in accordance with the PROPOSAL, the PRINCIPAL
shall duly execute and deliver a PERFORMANCE BOND and
PAYMENT BOND in the amounts required and in the forms set forth
in the CONTRACT DOCUMENTS under which the PROPOSAL was
submitted with a Surety or Sureties as required by said CONTRACT
DOCUMENTS and in the event of acceptance of his PROPOSAL by
the OWNER shall within the period specified therefor, enter into a
written CONTRACT with the OWNER in accordance with the Bid as
accepted and furnish to the OWNER proper evidence of insurance
coverage as required the CONTRACT DOCUMENTS.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it
being expressly understood and agreed that the liability of the SURETY for any and all default of
the PRINCIPAL or claims hereunder shall in no event exceed the penal amount of this obligation
as herein stated.

The SURETY, for value received stipulates and agrees that the obligation of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this ____ day of _____, 201__, the name and corporate seal of each corporate party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of

(INDIVIDUAL PRINCIPAL) SEAL

(ADDRESS) (BUSINESS ADDRESS)

(INDIVIDUAL PRINCIPAL) SEAL

(ADDRESS) (BUSINESS ADDRESS)

Attest: (CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

BY: _____ BY: _____
(Signature) Affix Corporate Seal

Witness: (CORPORATE SURETY)

(BUSINESS ADDRESS)

BY: _____ BY: _____
(Signature) Affix Corporate Seal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto the County Commissioners of Worcester Count as Obligee ("the Obligee"), as hereinafter set forth, in the full and just sum of (total bid price) Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 201__, (the "Proposal"), to perform certain construction work for the Obligee, in connection with Newark Spray Irrigation, pursuant to plans, specifications, and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by EA Engineering, Science, and Technology, Inc. PBC; and WHEREAS, the Obligee is a "contracting body" under the laws of the State of Maryland,

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if; (a) the Principal well, truly, and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all its officers, agents, and employees may sustain or suffer reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any an all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in

accordance with the Contract Documents, which defects, in the sole judgement of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this ___ day of _____, 201__.

(Individual Principal)

_____ (SEAL)

WITNESS:

_____ By:
(Signature)

(Partnership Principal)

(Name of Partnership)

WITNESS:

_____	By: _____ (SEAL)
(Signature)	
_____	By: _____ (SEAL)
(Signature)	
_____	By: _____ (SEAL)

(Signature) By: _____ (SEAL)
(Corporate Principal)

(Name of Corporation)

ATTEST:

By:

(CORPORATE SEAL)

(Corporate Surety)

(Name of Corporation)

WITNESS:

(Signature) By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound into The County Commissioners of Worcester County, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 201__ (the "Proposal") to perform certain construction work for the Obligee, in connection with the Newark Spray Irrigation, pursuant to plans, specifications, and other related documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by EA Engineering, Science, and Technology, Inc. PBC.

WHEREAS, the Obligee is a "Contracting body" under the laws of the State of Maryland; and

WHEREAS, the Obligee requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with that Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this bond shall be and shall remain in force and effect.

The Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term "claimant," when used herein shall mean any individual, firm, partnership, association, or corporation. The phrase "labor or materials," when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. The provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work, or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgement and may have execution upon the judgement; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Maryland statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; any

changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this ____ day of _____, 201__.

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS:

_____ By:

(Partnership Principal)

(Name of Partnership)

WITNESS:

_____ By: _____(SEAL)

(Partner Signature)

_____ By: _____(SEAL)

(Partner Signature)

_____ By: _____(SEAL)

(Partner Signature)

_____ By: _____(SEAL)

(Partner Signature)

(Corporation Principal)

(Name of Corporation)

ATTEST:

By:

(Secretary)

(CORPORATE SEAL)

of (if appropriate)

WITNESS:

(Authorized Representative Signature) *By:

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(Name of Corporation)

WITNESS:

(Signature) **By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: _____

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
1 West Market Street
Room 1103
Snow Hill, Maryland 21863
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)

Number(s)

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM
NEWARK SPRAY IRRIGATION
WORCESTER COUNTY, MARYLAND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
GENERAL					
1	Mobilization and Demobilization	1	LS		
2	Survey and Stake Out	1	LS		
3	Equipment Startup and Forcemain Pressure Testing	1	LS		
4	Lagoon Earthwork	5000	CY		
5	Selective Demolition and Abandonment	1	LS		
EROSION AND SEDIMENT CONTROL					
6	Furnish and Install Stabilized Construction Entrance	1	EA		
7	Furnish/Install/Maintain Silt Fence	600	LF		
8	Furnish/Install/Maintain Super Silt Fence	600	LF		
9	Vegetative Stabilization	10	AC		
10	Gravel Access Driveways	920	CY		
11	Install Chain Link Fence	2,100	LF		
12	Turbidity Barrier - Type 1	140	LF		
CHLORINE CONTACT CHAMBER DEMOLITION					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS		
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS		
15	Remove Associated Electrical Items and Controls	1	LS		
WET WELL AND VALVE VAULT RENOVATIONS					
16	Concrete Pad (Reinforcement, Forming and Finishing)	5	CY		
17	Furnish and Install all items and materials associated with construction of the new Wet Well and Valve Vault. To include Concrete, Concrete Reinforcements, Forming, Finishing, Venting, Safety Hatches W/Grates, and Final Backfill Grading.	1	LS		
18	Furnish and Install New Valves, Check Valves, Rails, Hoist, Submersible Pumps and Bases, Basket Strainer, SS hardware, and SS Cables, Link Seals and associated piping	1	LS		
19	Furnish/Install/Setup Floats and Ultrasonic Transducer	1	LS		
20	Mag Meter, Vault and Appurtenances	1	LS		
ELECTRICAL					
21	Furnish and Install Outdoor Rated Equipment Rack	1	LS		
22	Furnish and Install Outdoor Rated Pedestal and Junction Box	1	LS		
23	Furnish and Install Out Door Rated PLC, SCADA, Control Panel, VFDs, Transformer, Mag Meter and Pump Controls	1	LS		
24	Furnish and Install Grounding, Conduit, and Conductors	1	LS		
25	Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS		
26	Furnish and Install 15' Site Light Pole	1	EA		
27	New Electrical Service	1	LS		

MECHANICAL					
28	Furnish and Install Spray Head Assembly	151	EA		
29	Furnish and Install 6" Gate Valve	3	EA		
30	Furnish and Install Air Release Valve	10	EA		
31	Furnish and Install Blow Off Valve	3	EA		
32	Furnish and Install Sampling Tap	1	EA		
33	Furnish and Install Flow Control Valving & Assembly	6	EA		
34	Furnish and Install Fittings	1	LS		
35	Furnish and Install RCP Pipe	40	LF		
36	Furnish and Install 6" C-900 Forcemain	4,845	LF		
37	Furnish and Install 4" C900 Forcemain	1,570	LF		
38	Furnish and Install 3" SDR-26 Forcemain	740	LF		
39	Furnish and Install 1.25" SDR-26 Forcemain	3,850	LF		
40	Furnish and Install 1.0" SDR-26 Forcemain	6,500	LF		
41	Furnish and Install 3/4" SDR-26 Forcemain	105	LF		
42	Furnish and Install 6" Jack and Bore Forcemain	245	LF		
43	Furnish and Install 6" Directional Drilled Forcemain	1,400	LF		
44	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA		
		TOTAL BID:			

TOTAL BASE BID PRICE IN WORDS: _____

5. The following documents are attached to and made a condition of this Bid:
 - a. Required bid Security in the form of bond or cashier's check.
 - b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
 - c. Bidder's Qualification Statement with supporting data.
6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.
 EA Engineering, Science, and Technology, Inc., PBC
 11200 Racetrack Road, Unit 101A
 Ocean Pines, MD 21811
 (410) 641-5341

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 201__.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(Signature)

Business Address: _____

Phone Number: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Signature)

(Address)

By _____
(Name)

(Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 201__ by and between Worcester County Commissioners (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents is generally described as Newark Spray Irrigation.

Article 2. ENGINEERING.

The Project has been designed by EA Engineering, Science, and Technology, Inc., PBC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The Work will be completed within two hundred and forty (240) calendar days from receipt of Notice to Proceed. For the purpose of calculating contract completion date, calendar days shall include weekdays, Saturdays, Sundays and all legal holidays.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000.00) per day of the first thirty (30) days, and thence five thousand dollars (\$5,000.00) per day for each day that expires after the time specified in paragraph 3.1 until the Work is complete.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, following approval by the ENGINEER as established in paragraph 2.7 of the General Conditions.

5.2 Retainage. Retainage in the amount of ten (10) percent of each progress payment will be withheld by the OWNER. The retainage will be paid at the time of completion.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the Prime Rate in New York City as published in the *Wall Street Journal*.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR assumes responsibility for obtaining and carefully studying all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents including specifically the provisions of paragraph 4.02 of the General Conditions.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Exhibits to this Agreement (the Bid Form, pages 1 to 6, inclusive).
- 8.3 Proposal, Performance, and Payment Bonds, identified herein and consisting of 2, 3, and 4 pages respectively.
- 8.4 Instruction to Bidders.
- 8.5 Notice of Award.
- 8.6 General Conditions (pages 00700-1 to 00700-41, inclusive).
- 8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications bearing the title CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS; Newark Spray Irrigation Facility, Worcester County, Maryland, and consisting of the items as listed in the table of contents thereof.

8.9 Drawings, consisting of a title sheet and sheets numbered 1 through 16, inclusive with each sheet bearing the following general title.

Newark Spray Irrigation Facility
Worcester County, Maryland

8.10. CONTRACTOR'S Bid (pages 1 to 6, inclusive) marked exhibit Bid Form.

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.13 The documents listed in paragraph 8.2 at seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Document may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent, to an assignment no assignments will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER AND CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Document.

9.4 Time for payment: Notwithstanding the special conditions, time for payment by OWNER shall be thirty (30) days after presentation of the Application for Payment with ENGINEER'S recommendations, subject to the provisions of the last sentence of paragraph 14.07.

Article 10. ALTERATION OF CONTRACT.

This Contract may only be altered by written agreement executed by OWNER and CONTRACTOR.

IN WITNESS THEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on _____, 201__.

OWNER _____

CONTRACTOR _____

By _____

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

(Signature)

(Signature)

Address for giving notices

Address for giving notices

LICENSE NO. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

SPECIFICATIONS CONTENTS

SECTION 01 33 00	SUBMITTALS
SECTION 01 50 00	MOBILIZATION AND TRAFFIC CONTROL
SECTION 01 70 00	CONTRACT CLOSEOUT
SECTION 02 11 00	CLEARING AND GRUBBING
SECTION 02 25 00	TRENCH EXCAVATION, BACKFILL, AND COMPACTION
SECTION 02 41 16	DEMOLITION
SECTION 02 66 10	PIPING MATERIALS
SECTION 02 22 20	VALVES AND APPURTENANCES
SECTION 02 74 10	ASPHALT PAVING
SECTION 02 80 00	RESTORATION
SECTION 02 93 10	EROSION AND SEDIMENT CONTROL
SECTION 02 93 30	LAWNS AND GRASSES
SECTION 03 05 16	PRECAST CONCRETE STRUCTURES
SECTION 03 10 00	CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00	CONCRETE REINFORCING
SECTION 03 30 00	CAST-IN-PLACE CONCRETE
SECTION 05 50 00	METAL AND GRATING FABRICATIONS
SECTION 09 96 00	HIGH-PERFORMANCE COATINGS
SECTION 22 13 29	WASTEWATER, NON-CLOG SUBMERSIBLE PUMPS
SECTION 26 00 00	ELECTRICAL GENERAL
SECTION 26 05 01	CONDUCTORS AND CABLES
SECTION 26 05 06	ELECTRICAL GROUNDING
SECTION 26 05 33	CONDUITS AND RACEWAY SYSTEMS
SECTION 26 05 43	UNDERGROUND DISTRIBUTION SYSTEMS
SECTION 26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
SECTION 26 09 00	INSTRUMENTATION
SECTION 26 09 10	CONTROL PANELS
SECTION 26 09 16	MISCELLANEOUS ELECTRICAL CONTROLS
SECTION 26 09 20	ELECTRICAL HEAT TRACE SYSTEM
SECTION 26 21 01	INCOMING SERVICES
SECTION 26 22 00	LOW VOLTAGE TRANSFORMERS
SECTION 26 27 16	ENCLOSURES
SECTION 26 28 00	PANELBOARDS AND CIRCUIT PROTECTIVE DEVICES
SECTION 26 29 13	MOTOR CONTROLLERS
SECTION 26 29 23	VARIABLE FREQUENCY DRIVES
SECTION 26 43 13	TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) DEVICE

SECTION 27 27 10 SPREAD SPECTRUM RADIO SYSTEM

SECTION 31 05 15 EARTHWORK

SECTION 31 05 16 AGGREGATES

SECTION F: DRAWINGS (Bound Separately)

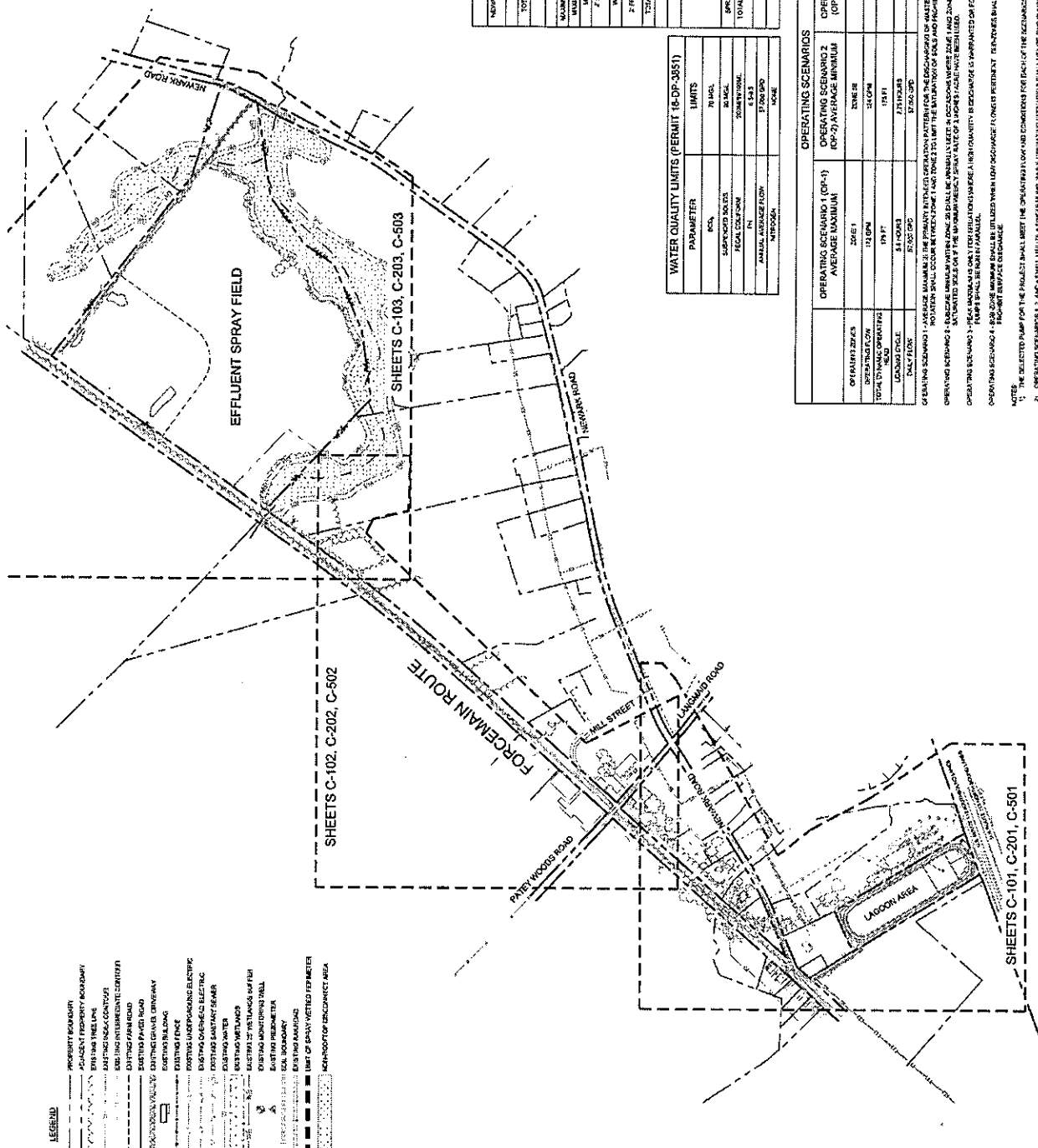
T-1	TITLE SHEET
G-1	KEY SHEET
C-101	EXISTING CONDITIONS AND DEMOLITION PLAN I – LAGOON AREA
C-102	EXISTING CONDITIONS AND DEMOLITION PLAN II – FORCEMAIN ROUTE
C-103	EXISTING CONDITIONS AND DEMOLITION PLAN III – SPRAY FIELD
C-201	PROPOSED CONDITIONS PLAN I – LAGOON AREA
C-202	PROPOSED CONDITIONS PLAN II - FORCEMAIN ROUTE
C-203	PROPOSED CONDITIONS PLAN II – SPRAY FIELD
C-301	FORCEMAIN PROFILE I
C-302	FORCEMAIN PROFILE II
C-303	FORCEMAIN PROFILE III
C-401	DETAILS SHEET I
C-402	DETAILS SHEET II
C-403	DETAILS SHEET III
C-501	EROSION & SEDIMENT CONTROL NOTES AND DETAILS I
C-502	EROSION & SEDIMENT CONTROL NOTES AND DETAILS II
C-503	EROSION & SEDIMENT CONTROL NOTES AND DETAILS III
E-101	SITE PLAN AND ONE-LINE DIAGRAM
E-501	DETAILS
E-601	PUMP CONTROL PANEL
E-602	VFD ELEMENTARY
E-603	PUMP CONTROL ELEMENTARY

LEHS AE

[illegible]

	OPERATING SCENARIO 1 OP-1 AVERAGE MAXIMUM	OPERATING SCENARIO 2 OP-2 AVERAGE MINIMUM	OPERATING SCENARIO 3 OP-3 PEAK MAXIMUM	OPERATING SCENARIO 4 OP-4 SURGE ZONE MINIMUM
OPERATOR 1/2/3/4	206/18	206/18	206/18	206/18
OPERATOR 5/6/7/8/9	111/69	111/69	206/18	206/18
TOTAL DYNAMIC OPERATING	198 FT	103 FT	384 FT	161 FT
LEADING TRAILER	8.4' @ 24.5	23.7 @ 5.8	1.8' @ 1.8	1.8' @ 1.8
DAILY FLOW	87,000 CPO	12,660 CPO	10,000 CPO	97,760 CPO

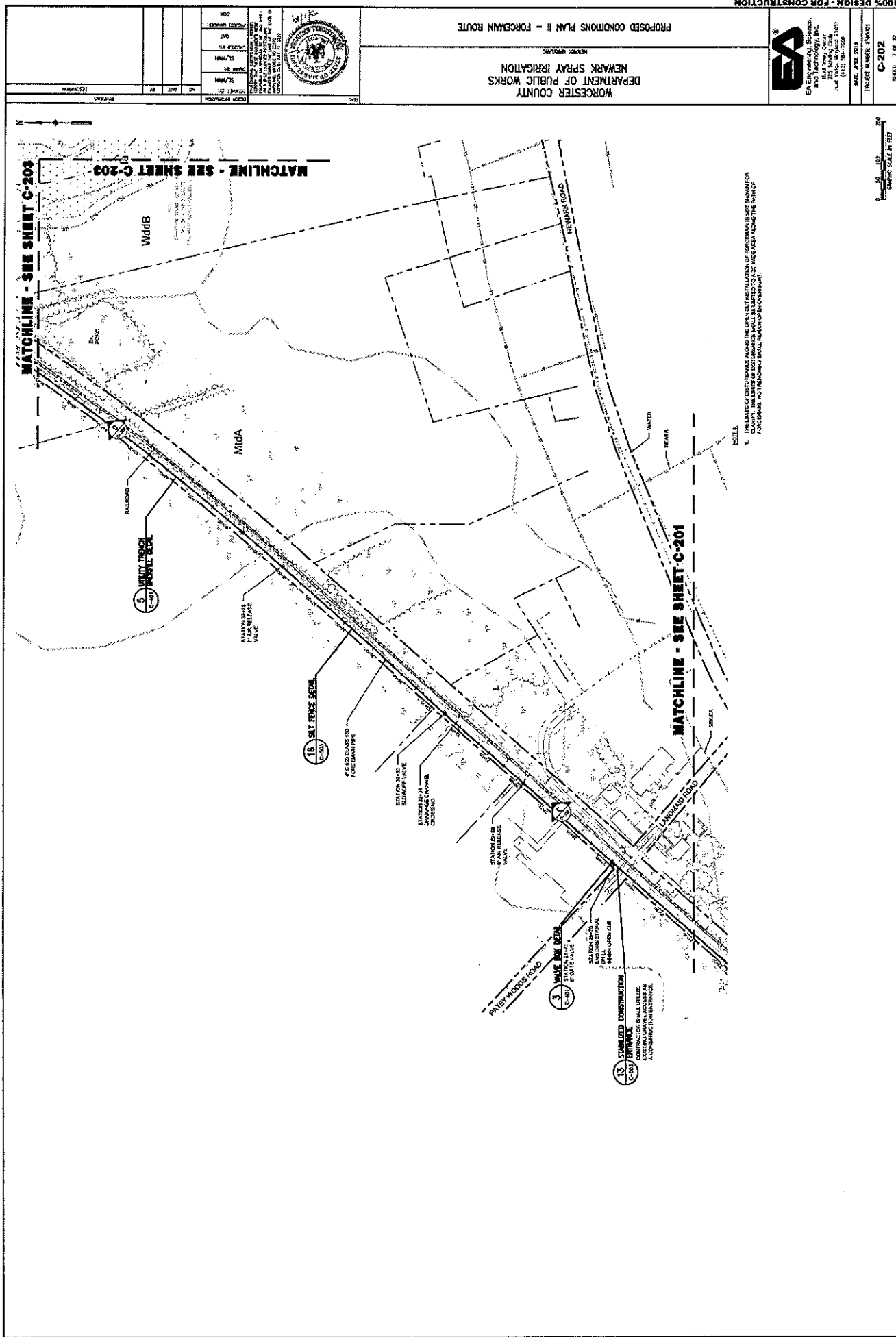
WATER QUALITY LIMITS (PERMIT 18-DP-3851)	
PARAMETER	LIMITS
pH	7.0-8.0
SULPHUR DIOXIDE	30 mg/L
ACETALDEHYDE	20 mg/L
IN	6-10
ANNUAL AVERAGE FLOW	\$1,000 GPD
NITROGEN	NONE



- [illegible]

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
NEWARK SPRAY IRRIGATION





100% DESIGN - FOR CONSTRUCTION

WORCESTER COUNTY
 DEPARTMENT OF PUBLIC WORKS
 NEWARK SPRAY IRRIGATION
 NEWARK, MASSACHUSETTS

PROJECT NUMBER: 2019
DATE: APRIL 2019
PROJECT NAME: NEWARK

C-202
 SHEET: 7 OF 22

PROPOSED CONDITIONS PLAN II - FORCEMAIN ROUTE

NOTES:
 1. THE LIMITS OF EXTERMINATION ALONG THE OPEN CUT AND TRENCH OF FORCEMAIN IS NOT SHOWN FOR CONSTRUCTION. THE EXTERMINATION SHALL BE SHOWN TO A 12' WIDE AREA ALONG THE PATH OF FORCEMAIN. NOT REQUIRED SHALL BE SHOWN TO A 12' WIDE AREA.

MAINTENANCE
 MAINTENANCE
 MAINTENANCE

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SPRAY AREA SUMMARY TABLE	
ZONE NAME (SPRAY NO.)	AREA SQ. (AC.)
ZONE 1A (14)	135.48 (3.02)
ZONE 1B (14)	162.72 (3.65)
ZONE 1 TOTAL (14)	298.20 (6.88)
ZONE 2A (14)	169.21 (3.81)
ZONE 2B (14)	214.55 (4.85)
ZONE 2 TOTAL (14)	383.76 (8.66)
ZONE 3A - WESTING AREA (25)	179.31 (4.00)
ZONE 3B (17)	184.71 (4.20)
ZONE 3 TOTAL (42)	364.02 (8.19)
TOTAL ACRES (25) - 1A, 1B, 2A, 2B, 3A, 3B, SPRAY AREA	1045.94 (23.63)

NOTES:

1. AGES FOR EACH ZONE INCORPORATE SPRAY OVER INTO ADJACENT ZONING'S ZONES
2. TOTAL ZONE AREAS INCORPORATE SPRAY OVER INTO ADJACENT ZONING'S ZONES
3. TOTAL SITE SPRAY AREA IS ALL ZONES COMBINED LINES OF SETTED SPRAY DEPOSIT

CONSTRUCTION CRITERIA:
THE FOLLOWING ITEMS SHOULD BE ADDRESSED DURING THE CONSTRUCTION OF PROJECTS WITH PLANNED URBANIZING PARAMETERS:

SPOT DISBURSEMENT
ALL NEWLY UNPAVED, UNPAVED AND EQUIPMENT SHOULD AVOID AREAS RECEIVING DISPERSED WASTEWATER TO MINIMIZE LEAKAGE AND CONTAMINATION. "SPILLED AREAS" ARE CREEPS, SPILLS, AND OTHER TYPES OF LEAKAGE THAT CAN BE DETECTED BY VISUAL INSPECTION. THE CAUSE OF LEAKAGE SHOULD BE IDENTIFIED AND CORRECTED IMMEDIATELY TO PREVENT FURTHER DAMAGE TO THE SOILS AND UNDERLYING WATER RESOURCES. PERMANENTLY, ADDITIONAL MANAGEMENT MAY BE NEEDED FOR THOSE CLAYTIL SOILS.

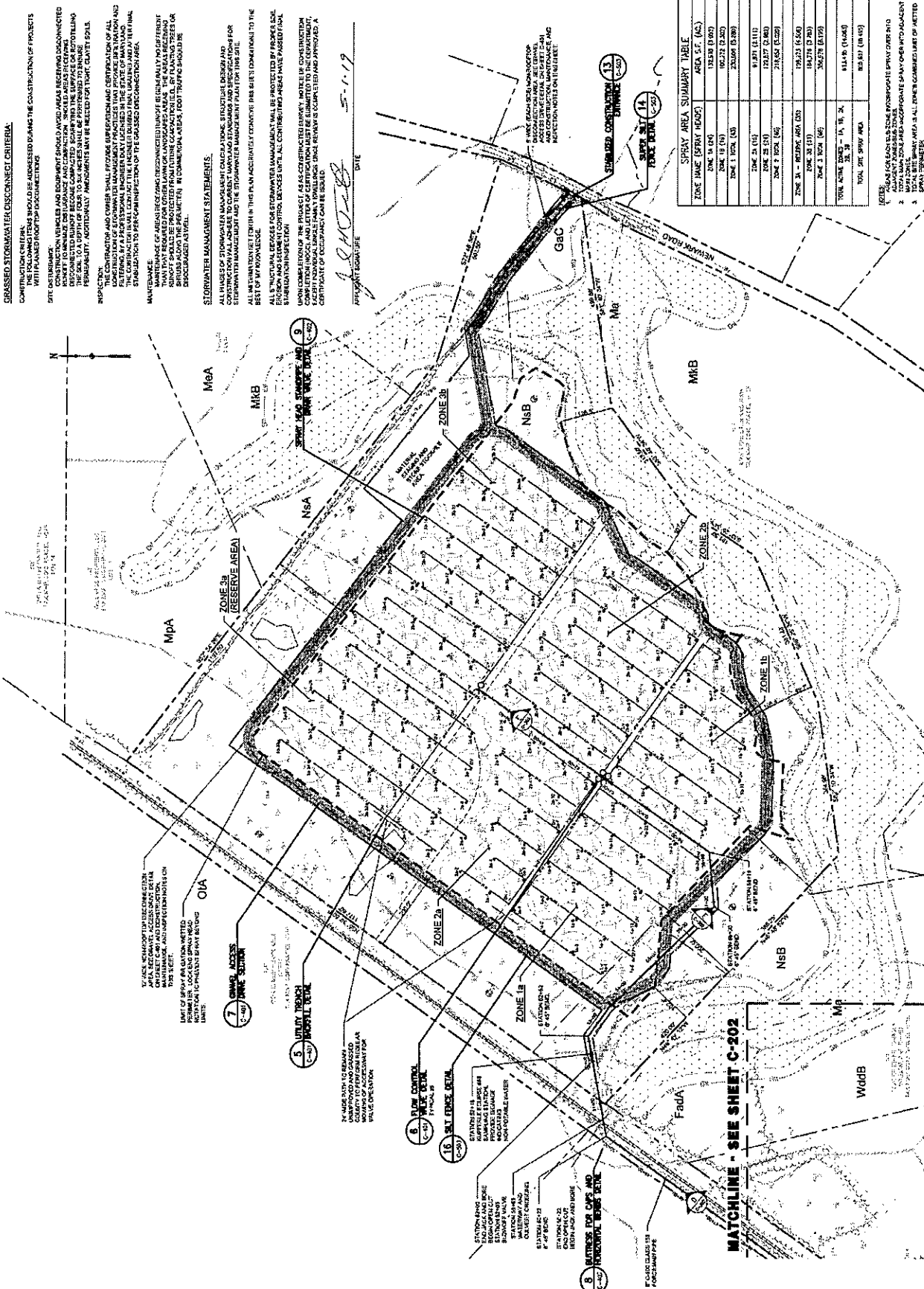
RESPIRATION
THE CONTRACTOR AND OTHER STAFF SHOULD OBTAIN/UNDERSTAND A CERTIFICATION OF ALL MATERIALS TO BE USED IN THE PROJECT. THE CONTRACTOR SHOULD BE TRAINED IN THE USE AND FEATURES OF A PROFESSIONAL INCHER DUST LAISHERS IN THE STATE OF MARYLAND. THE CONTRACTOR SHOULD BE TRAINED IN THE USE OF DUST LAISHERS AND AT THE TIME OF CONSTRUCTION TO PREVENT CONTAMINATION OF THE EXISTING SUBSTRATE LAYER.

MAINTENANCE
MAINTENANCE OF AREAS THAT HAVE BEEN TREATED THROUGHOUT THE PROJECT IS ESSENTIAL. THAT WHICH IS REQUIRED FOR OTHER LANDS OR UNPAVED AREAS. THE AREAS RECEIVING WASTEWATER SHOULD BE MAINTAINED AND MONITORED FOR ANY CHANGES IN THE SOILS OR SUBSTRATE ABOVE THE PERMITS. IN COMMERCIAL AREAS, FOOT TRAFFIC SHOULD BE DISCOURAGED AS NECESSARY.

QUANTITATIVE ASSIGNMENT STATEMENTS. ALL HANDS OF STORMWATER MANAGEMENT CALCULATIONS, STRUCTURE DESIGN AND CONSTRUCTION, AND CONSTRUCTION OF STORMWATER MANAGEMENT FACILITIES FOR CONSTRUCTION OF ALL CHURCHES TO CORRECT HAZARDOUS SITUATIONS FOR STORMWATER MANAGEMENT AND THE STORMWATER MANAGEMENT PLAN FOR THE CHURCH.

[illegible]

5-1-19
204108



MATCHLINE - SEE SHEET C-202



11

Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

RECEIVED
MAY 15 2019

Worcester County Administration

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S. Ross, P.E., Deputy Director of Public Works
DATE: May 15, 2019
SUBJECT: Newark Spray Irrigation Project
Construction Administration and Inspection

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

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 is a proposal from EA Engineering, Science and Technology for engineering services during the bidding, contract award and construction phase of the Newark Spray Irrigation Project as well as for reimbursement for their efforts in final edits to the Preliminary Engineering Report. The cost for these tasks are broken down as follows:

Task	Cost
1. Preliminary Engineering Report	\$6,555.82
2. Bidding Phase Services	\$15,068.36
3. Construction Administration	\$49,677.94
4. Construction Inspection	\$118,335.87
Total	\$189,637.99

EA is the design engineer for the project and recently completed similar work for the construction of the Central Landfill Cell 5. Also included in this proposal is the designation of a portion of the work to be completed by a State Certified Disadvantaged Business Enterprises (DBE). Funding for these tasks are included in the grant/loan package from the Maryland Department of the Environment.

We are requesting approval to move forward with these tasks

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

Attachment

cc: John H. Tustin, Director
Jessica R. Wilson, CPA, Enterprise Fund Controller



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

11200 Racetrack Road Unit 101A
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

May 14, 2019

Mr. John Ross, P.E.
Deputy Director of Public Works
Worcester County Department of Public Works
Water and Wastewater Division
1000 Shore Lane
Berlin, Maryland 21811

**Subject: Worcester County Newark Spray Irrigation Facility
Proposal for Bid Phase, Construction Management and Inspection Services**

Dear Mr. Ross:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide bid phase, construction management and inspection services for the Newark Spray Irrigation Facility. As you are aware, the County is under Consent Order through the Maryland Department of the Environment (MDE) to address historical discharge violations associated with the facility. Further, this project is funded through the MDE Water Quality and Drinking Water State Revolving Fund (WQ/DW-SLF). In accordance with the WQ/DW-SLF and communications with the MDE, the MDE is aware of the County's intent to utilize EA for the bid phase, construction administration and inspection services.

Scope of Work—EA will provide bid phase, construction management, construction inspection and engineering services during the construction of the Newark Spray Irrigation Facility. A detailed scope of work is presented in Attachment A.

Fee—EA proposes to complete the work detailed herein under a time and materials basis. The cost breakdown per task is included in Attachment A. A summary of the labor hours and cost for the work is presented in Attachment B. The work described under this proposal will be performed in accordance with EA's Terms and Conditions.

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Feel free to contact me at (410) 641-5341 with any questions.

Respectfully yours,

Darl Kolar, P.E., BCEE
Project Manager

cc: Mark Gutberlet, P.E. - EA
Sam Davis, P.E. - EA



ATTACHMENT A
SCOPE OF WORK FOR WORCESTER COUNTY
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
WORCESTER COUNTY NEWARK SPRAY IRRIGATION

This Scope of Work (SOW) describes the tasks necessary to provide bid-phase support, construction management, construction inspection and engineering support services for the construction of the Newark Spray Irrigation Facility. The project to be constructed is as described in the plans and specifications (Contract Documents) prepared by EA Engineering, Science, and Technology Inc., PBC (EA) in April 2019.

The oversight is required to ensure that the work performed by the Contractor is in conformance with the approved Contract Documents along with assuring proper documentation and records are maintained. EA understands that the construction of the Newark Spray Irrigation facility is funded through the Maryland Department of the Environment Water Quality and Drinking Water State Revolving Fund (WQ/DW-SRF). In accordance with the WQ/DW-SRF and communications with the MDE, the MDE is aware of the County's intent to utilize EA for the bid phase, construction administration and inspection services.

Background

The County is currently under a Consent Order to upgrade the existing Newark Wastewater Treatment Plant for conversion from a point source to a non-point source (spray irrigation) discharge facility. To assist the County in complying with the Consent Order, EA prepared Hydrogeologic Investigation Report, Preliminary Engineering Report update, Design Basis Report, and Contract Documents consisting of Drawings and Specifications. EA also assisted the County with applications and permitting approvals consisting of a Groundwater Discharge Permit, Worcester Soil Conservation District, Worcester County Stormwater Management, Maryland-Delaware Railroad Company (MDRC) Access Agreement and Maryland Department of the Environment (MDE) Construction Permit. At the time of this proposal, the County is awaiting the final Access Agreement from the MDRC and the Construction Permit from the MDE. Further, EA is assisting the County with preparing a Notice of Intent to obtain coverage under the General Permit for Stormwater Associated with Construction Activity. This project includes the vertical expansion of the lagoon earthen berm and conversion of the existing chlorine contact chamber to a pump station/wet well. Additionally, the project includes over 6,000 linear feet of force main piping from the existing wastewater lagoon to the proposed spray irrigation site. The new spray irrigation site includes zoned force main piping, spray nozzle heads, control valving and a perimeter access road.

This proposal includes effort in assisting the County during the bid phase, providing construction administration and construction inspection services. The SOW is divided into three tasks; Task 1 – Preliminary Engineering Report, Task 2 - Bid Phase Services, Task 3 - Construction Management and Administration and Task 4 - Construction Inspection.



Task 1: Preliminary Engineering Report

EA was scoped to design and permit the Newark Spray Irrigation facility based on the PER the County submitted to MDE with the funding application. The County was awarded funding and MDE provided comments on the PER and requested that the County address them and resubmit the PER. Based on previous projects, the County had not anticipated that MDE would require resubmission of the PER. The County asked EA to address the comments on the PER and resubmit to the MDE. Beginning in February 2017, MDE was requesting modifications to the PER including revision of the life-cycle cost evaluation, schedule, alternatives analysis and selection of the preferred option of a spray irrigation project. Subsequently, MDE provided additional, significant review comments in May 2018 and again requested that the PER be revised. EA performed these revisions for the County. In addition to the PER, EA assisted the County with the finalization of the required funding forms including the Preliminary Engineering Screening Checklist, MBE/WBE Good Faith Effort and Engineering Services Agreement. Effort under this task includes addressing multiple informal rounds of comments within over 30 email communications with MDE to obtain final approval of the PER.

Task 2: Bid Phase Services

EA will prepare the Notice to Contractors for the County to advertise for Construction. EA will schedule, coordinate and attend a pre-bid conference, respond to bidders' questions, and prepare meeting minutes for the County and distribute to purchased plan holders. EA will prepare addenda to the bidding documents in response to applicable questions or issues raised at the pre-bid conference.

During the bidding phase, EA will respond to written questions received from the County which will be incorporated into the Bid Documents by Addenda for distribution by the County. EA will consult with and advise the County as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work in which such acceptability is required by the Bidding Documents.

Following the receipt of bids, EA will prepare a tabulation of bids received. EA will review all bids and provide a recommendation to the County for contract award.

Task 2 Assumptions:

- EA's Project Manager and Construction Inspector will attend the pre-bid meeting

Task 3: Construction Management and Administration

Construction Management and Administrative services is a critical component during construction to assure construction is progressing according to schedule, proper documentation is maintained for Contractor and County correspondences and the work is performed in accordance with the Contract Documents. For the duration of construction, EA will actively track, process, and manage the flow of the



documents from the Contractor, County, and MDE, including Requests for Information (RFI), Submittals, Correspondences, Meeting Minutes, Change Order (CO) requests, Shop Drawing/Submittals, Material Test Reports, and other project related items. EA will continually track the Contractor's progress through the implementation of monthly construction progress meetings and review of the construction schedule. Further, EA will coordinate and manage the project meetings including pre-construction, progress, substantial completion and final walkthrough meetings. EA will also support the County in the resolution of field variations, prepare non-compliance reports for unsatisfactory work and track the resolution. The following is a detailed approach relating to pre-construction services, project meetings, MDE funding and reporting coordination, shop drawing/submittals, CO/RFI's and project closeout.

Pre-Construction Services – Following Notice of Award and Notice to Proceed, EA will coordinate pre-construction activities including regulatory agency coordination, review of proposed construction schedule and schedule of values, and coordinate a pre-construction meeting. In accordance with the Contract Documents, the Contractor shall submit an estimated Construction Schedule and proposed Schedule of Values. EA will review each of these for completeness and provide to the MDE for review and comment. As the funding agency, the Schedule of Values shall be presented to MDE to procure funding payment requests during and at the completion of construction. Further, a pre-construction meeting will be held with the County, MDE and the Contractor. The intent of the pre-construction meeting will be to go over the critical components of the Contract Documents, schedule, MDE funding requirements and general construction communication and progression. The pre-construction meeting will be conducted in accordance with the scope of work detailed under the project meetings item below.

Project Meetings – EA will coordinate and manage a pre-construction meeting, monthly progress meetings and final inspection meetings. EA will be responsible for preparing the meeting minutes and presiding at these meetings. The progress meetings will include the distribution of minutes to all attendees and appropriate parties. The minutes will track unresolved items and new issues until their final resolution. EA's Project Manager will chair and distribute meeting minutes from monthly progress meetings, regularly visit the site and coordinate with the MDE for reporting in accordance with funding requirements. Further, EA will provide updates on project status, foreseeable delays or difficulties, and the anticipated completion date. EA will also attend a pre-final walk through with the County and a representative of the Contractor, upon request for substantial completion of the work, to conduct a pre-final site inspection of the construction. EA will prepare a punch list for remaining items, track and complete a final construction walk-through. EA will then proceed with the project closeout requirements as detailed below under this task.

MDE Funding and Reporting – The MDE, under the WQ/DW-SLF, includes requirements both by the County to assure, construction is completed and procured in accordance with the funding agreement between the County and the MDE. Prior to, during construction and upon contract closeout, EA will assist the County with the tracking and reporting requirements. Specifically, the MDE stipulates various percentages of US manufactured materials/products, Davis-Bacon wage rates, and disadvantaged and minority business enterprises. EA will track each of these components in accordance with the County's agreement to assure compliance with the funding requirements.



Shop Drawing/Submittal Review - EA will review material submittals, test results, and shop drawings provided by the Contractor. EA will review submittals for conformance to the Contract Documents, maintain a submittal log, and provide an engineering stamp on submittals with status of the review. It is assumed that electronic copies will be provided by the Contractor. EA will copy the County on "approved" or "approved as noted" submittals. EA assumes the Contractor will follow submittal procedures outlined the specifications, not require excessive instructions, and no more than two re-submittals will be required for any of the shop drawings

Payment Applications - EA will review and assist with resolving any discrepancies in the Contractor's payment requests and submit the partial payment request with recommendations and supporting documentation to the County for processing.

CO/RFIs - EA will assist the County in the negotiation and review of CO requests resulting from variations in the site conditions or discrepancies in the Contract Documents. This will be performed by processing and managing the flow of the distribution of CO requests and RFIs. EA will organize and maintain an up to date information system that will track the status and approval of shop drawing submittals, RFIs, construction records, quantities, payment schedules, samples, inspection records, and project schedules.

Project Closeout - EA will assist the County with closing out the project in accordance with both the County procurement requirements and MDE funding stipulations. Following the completion of construction, EA's Construction Manager will assist the County with the coordination of a walk-through inspection to compile a final "punch list" of items remaining to be completed for the County for review and assist with the preparation of a Certificate of Substantial Completion. EA will track punch list items until completion. Concurrently with tracking punch list items, EA will coordinate the Contractor's closeout documents including release of liens and performance and material/product warranties. Following the concurrence that the punch list items have been completed to the County's satisfaction, EA will prepare a final acceptance request for the County. Required affidavits, guarantees, manuals, keys, record drawings, spare parts, etc. will be collected and transferred to the County at the completion of the project.

Task 3 Assumptions:

- The Project Manager will issue meeting minutes and attend one pre-construction meeting and eight progress meetings on site.
- The Project Manager will accompany MDE on three site inspections.
- CO requests, RFIs will be reviewed by EA and recommendations will be provided to the County.
- A RFI and CO log will be maintained by EA.
- The Contractor will prepare and maintain an up- to-date construction schedule and record drawings.
- EA assumes that submittals will be limited to two submissions (original and resubmittal) each.
- Partial payment applications will be reviewed by EA for quantity accuracy in the field with the Contractor then forwarded to the County for approval and procurement.



Task 4: Construction Inspection

It is important that sufficient and proper oversight and inspection controls are in place during construction activities to monitor Contractor activities. EA will provide a qualified Construction Inspector during construction of the Newark Spray Irrigation project. The duration of the project is assumed to be 8-months (32 weeks). If construction activities are minor, weather impacts or other activities do not require inspection staff, EA will consult with the County to determine if on-site time is necessary. The primary goal of the construction inspection task is to monitor Contractor's activities to ensure that the work is being performed in accordance with the Contract Documents and to provide necessary project documentation.

Proper documentation of construction activities and correspondence provides protection for the County to assure that construction is in conformance with the Contract Documents. EA will provide a Construction Inspector for the duration of construction. The Construction Inspector utilized will be competent and experienced in the area of construction oversight of sewer, earthwork, mechanical and electrical components, force main installation, and associated field activities. The Construction Inspector will serve as the "eyes and ears" for the County throughout these activities. Specifically, EA's Construction Inspector will provide the following services:

- Attend pre-construction meeting, progress meetings, pre-final and final walkthroughs
- Track and monitor construction cost and quantities to validate the Contractors partial payment requests.
- Maintain a log of materials delivered to the site and the progress of daily work activities for use in the review of progress payment applications submitted to the County by the Contractor.
- Track and review submittals (i.e., surveys, shop drawings, cut sheets, samples, test results, etc.).
- Prepare daily reports of Contractor activities on the job site, including weather conditions, data relative to questions of extras or deductions: material and equipment deliveries and subsequent installation, personnel and equipment working at the site, visitors to the site and all testing procedure and results if available.
- Conduct continuous inspections of on-going work for quality control and maintain a photographic record. All photographs will be digital and dated. The photos album will be maintained and provided to the County at the conclusion of the work electronically on a CD/DVD.
- Review the erosion and sediment control provisions and notify the County and Contractor of non-conformance issues with the approved plan.
- Provide inspection and record keeping for extra work being performed on a time-and-materials basis by the Contractor.
- Conduct weekly and following each rainfall event inspections of the erosion and sediment controls in accordance with the General Permit for Stormwater Associated with Construction Activity.
- Maintain a copy of the shop drawings on-site.
- Verify QC activities are being carried out per the Contract Documents (materials sampling, testing, survey)



- Oversee that field conformance tests will be conducted in accordance with the specifications and compared to the required values. Should discrepancies exist, EA will recommend to the County that the Contractor correct these discrepancies.

EA understands that the MDE and the Water Quality Finance Administration (WQFA), encourages the use of Disadvantaged Business Enterprises (DBEs). EA will utilize the woman owned business of J. Stacy Hart and Associates of Snow Hill, Maryland for erosion and sediment control inspections. J. Stacy Hart and Associates will assist with the monitoring of the site's erosion and sediment controls required by the MDE under the Notice of Intent and coverage under the General Permit for Stormwater Associated with Construction Activity. This effort is an attempt to include a DBE. Should the MDE not specifically require DBE inclusion under this construction management and inspection services contract, EA will complete the required erosion and sediment control inspections.

Task 4 Assumptions:

- EA will provide construction inspection sufficient to oversee construction activities during the completion of the Newark Spray Irrigation facility. Construction inspection will be completed on a time and material basis and this proposal includes effort up to 960 hours for an onsite Senior Construction Inspector. When work is not being completed for weather or holidays, EA will not utilize inspection effort hours.
- EA's Construction Inspector is not responsible for managing or directing the Contractor and/or the Contractor's schedule and the Contractor will prepare and maintain an up to date schedule.
- EA is not responsible for the Contractor's means or methods or safety for completing the work.
- Construction Inspection may be supplemented by a qualified engineer should the named construction manager require temporary time away from the site.
- EA assumes that the Contractor will provide a trailer/office space for EA's Staff with WiFi for production of meeting minutes and correspondence.
- Conformance testing is not included in the Scope of Work.

SCHEDULE

EA understands that the Construction Documents are scheduled as an agenda item on the County Commissioners of Worcester County regularly scheduled meeting on May 21, 2019. It is anticipated that the advertisement of bids will commence as early as May 22, 2019. EA's pre-bid services will include the preparation and reproduction of documents for the Commissioner's meeting agenda/packet. Following receipt of bids on July 8, 2019, construction award is anticipated in August 2019. The contract completion schedule is identified as 8-months.



COSTS

Costs are shown on the attached tables to be performed on a time and materials basis and summarized below. Rates for the inspection staff are on an hourly basis and staff proposed does not receive a premium for more than 40 hrs of work per week. The following is a breakdown of time and material costs per task.

Task 1. Preliminary Engineering Report	\$ 6,555.82
Task 2. Pre-Bid Services	\$ 15,068.36
Task 3. Construction Management and Administration	\$ 49,677.94
<u>Task 4. Construction Inspection</u>	<u>\$ 118,335.87</u>
TOTAL	\$ 189,637.99

Attachment B-1
Cost Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 1 Through 4

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	20	\$ 76.31	\$ 1,526.20	Sam Davis
Project Manager	186	\$ 71.92	\$ 13,377.12	Darl Kolar
Construction Inspector/Manager	978	\$ 45.05	\$ 44,058.90	Barry Brooks
Designer	242	\$ 33.64	\$ 8,140.88	Neil Hallowell
Electrical Engineer	44	\$ 60.67	\$ 2,669.48	Dan Yue
Senior Technical Writer	8	\$ 48.06	\$ 384.48	Janet Earickson
<i>Total Personnel Effort</i>		1478	\$70,157.06	
<i>Total Personnel Effort With Overhead and Profit</i>			\$182,781.51	

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 200.00	\$ -	
Mobile Phone	0	minute	\$ 0.12	\$ -	
Digital Camera	0	ls	\$ 200.00	\$ -	
Drawing Reproduction	132	sheets	\$ 4.00	\$ 528.00	
Copies	0	pgs	\$ 0.06	\$ -	
Color Copies	0	sheets	\$ 0.13	\$ -	
3-inch Binder Report	0	ea	\$ 62.34	\$ -	
Postage	0	ls	\$ 300.00	\$ -	
Truck	0	days	\$ 59.00	\$ -	
Truck mileage	0	miles	\$ 0.28	\$ -	
Mileage	1812	miles	\$ 0.54	\$ 978.48	
Misc. Supplies	0	ls	\$ 150.00	\$ -	
<i>Total Other Direct Costs</i>			\$	1,506.48	\$1,506.48

Subcontractor

<i>J. Stacy Hart (WBE)</i>	1	LS	\$	5,000.00	
<i>Markup (7%)</i>			\$	350.00	
<i>Total</i>					\$5,350.00

TOTAL TASK 1 Thru 4	\$189,637.99
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Attachment B-1
Cost Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 1: Preliminary Engineering Report

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	2	\$ 76.31	\$ 152.62	Sam Davis
Project Manager	26	\$ 71.92	\$ 1,869.92	Darl Kolar
Construction Inspector/Manager	2	\$ 45.05	\$ 90.10	Barry Brooks
Designer	12	\$ 33.64	\$ 403.68	Neil Hallowell
Electrical Engineer	0	\$ 56.91	\$ -	Dan Yue
Senior Technical Writer	0	\$ 48.06	\$ -	Janet Earickson
<i>Total Personnel Effort</i>				42
				\$2,516.32
<i>Total Personnel Effort With Overhead and Profit</i>				\$6,555.82

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -
Mobile Phone	0	months	\$ 0.12	\$ -
Digital Camera	0	months	\$ 200.00	\$ -
Drawing Reproduction	0	sheets	\$ 4.00	\$ -
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ls	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	0	miles	\$ 0.28	\$ -
Mileage	0	miles	\$ 0.54	\$ -
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>				

TOTAL TASK	\$6,555.82
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Attachment B-1
Cost Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 2: Bid Phase Services

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 76.31	\$ -	Sam Davis
Project Manager	30	\$ 71.92	\$ 2,157.60	Darl Kolar
Construction Inspector/Manager	10	\$ 45.05	\$ 450.50	Barry Brooks
Designer	62	\$ 33.64	\$ 2,085.68	Neil Hallowell
Electrical Engineer	8	\$ 60.67	\$ 485.36	Dan Yue
Senior Technical Writer	8	\$ 48.06	\$ 384.48	Janet Earickson
<i>Total Personnel Effort</i>				\$5,563.62
<i>Total Personnel Effort With Overhead and Profit</i>				\$14,495.00

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 200.00	\$ -
Mobile Phone	0	months	\$ 0.12	\$ -
Digital Camera	0	months	\$ 200.00	\$ -
Drawing Reproduction	132	sheets	\$ 4.00	\$ 528.00
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ls	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	0	miles	\$ 0.28	\$ -
Mileage	84	miles	\$ 0.54	\$ 45.36
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>				\$573.36

TOTAL TASK \$15,068.36

Attachment B-1
Cost Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 3: Construction Administration

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	18	\$ 76.31	\$ 1,373.58	Sam Davis
Project Manager	130	\$ 71.92	\$ 9,349.60	Darl Kolar
Construction Inspector/Manager	6	\$ 45.05	\$ 270.30	Barry Brooks
Designer	168	\$ 33.64	\$ 5,651.52	Neil Hallowell
Electrical Engineer	36	\$ 60.67	\$ 2,184.12	Dan Yue
Senior Technical Writer	0	\$ 48.06	\$ -	Janet Earickson
<i>Total Personnel Effort</i>				\$18,829.12
<i>Total Personnel Effort With Overhead and Profit</i>				\$49,055.86

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -
Mobile Phone	0	months	\$ 0.12	\$ -
Digital Camera	0	months	\$ 200.00	\$ -
Drawing Reproduction	0	sheets	\$ 4.00	\$ -
Copies	0	pgs	\$ 0.06	\$ -
Color Copies	0	sheets	\$ 0.13	\$ -
3-inch Binder Report	0	ls	\$ 62.34	\$ -
Postage	0	ls	\$ 300.00	\$ -
Truck	0	days	\$ 59.00	\$ -
Truck mileage	0	miles	\$ 0.28	\$ -
Mileage	1152	miles	\$ 0.54	\$ 622.08
Misc. Supplies	0	ls	\$ 150.00	\$ -
<i>Total Other Direct Costs</i>				\$622.08

TOTAL TASK	\$49,677.94
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Attachment B-1
Cost Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 4: Construction Inspection

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 76.31	\$ -	Sam Davis
Project Manager	0	\$ 71.92	\$ -	Darl Kolar
Construction Inspector/Manager	960	\$ 45.05	\$ 43,248.00	Barry Brooks
Designer	0	\$ 33.64	\$ -	Neil Hollowell
Electrical Engineer	0	\$ 60.67	\$ -	Dan Yue
Senior Technical Writer	0	\$ 48.06	\$ -	Janet Earickson
<i>Total Personnel Effort</i>				\$43,248.00
<i>Total Personnel Effort With Overhead and Profit</i>				\$112,674.83

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -	
Mobile Phone	0	months	\$ 0.12	\$ -	
Digital Camera	0	months	\$ 200.00	\$ -	
Drawing Reproduction	0	sheets	\$ 4.00	\$ -	
Copies	0	pgs	\$ 0.06	\$ -	
Color Copies	0	sheets	\$ 0.13	\$ -	
3-inch Binder Report	0	ls	\$ 62.34	\$ -	
Postage	0	ls	\$ 300.00	\$ -	
Truck	0	days	\$ 59.00	\$ -	
Truck mileage	0	miles	\$ 0.28	\$ -	
Mileage	576	miles	\$ 0.54	\$ 311.04	
Misc. Supplies	0	ls	\$ 150.00	\$ -	
<i>Total Other Direct Costs</i>				\$311.04	

<i>Subcontractor</i>				
<i>J. Stacy Hart (WBE)</i>	1	LS	\$ 5,000.00	
<i>Markup (7%)</i>			\$ 350.00	
<i>Total</i>				\$5,350.00

TOTAL TASK	\$118,335.87
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Attachment B-2
Labor/Hour Estimate
Worcester County Newark Spray Irrigation
PER, Bid Phase Services, Construction Management and Inspection Services
May 2019

Total Task 1: Preliminary Engineering Report

Preliminary Engineering Report Update
MDE Response to Comments and Coordination

Total - Task 1

Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
1	10	2	4		
1	16		8		
2	26	2	12	0	0

Total Task 2: Bid Phase Services

PreBid Meeting and Meeting Minutes
Addendums
MDE Coordination

Total - Task 2

Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
	2	2	2		
	20	8	60	8	8
	8				
0	30	10	62	8	8

Total Task 3: Construction Administration

Site Visits
Project Management and Project Coordination
Monthly Progress Meetings and Minutes
Shop Drawing/Submittals/RFI Reviews
Substantial Completion Walk-thru
Final Construction Walk-Thru

Total - Task 3

Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
	24		8		
	64				
	16			4	
18	20		160	32	
	4	4			
	2	2			
18	130	6	168	36	0

Total Task 4: Construction Inspection

Construction Inspection Services

Total - Task 4

Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
		960			
0	0	960	0	0	0



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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: May 13, 2019
SUBJECT: Illegal Dumping/Littering along County Roadways

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

A meeting was held on April 4th, 2019, with various County staff members representing Public Works Administration, Roads, Solid Waste, County Administration, the Worcester County Jail and the Worcester County Sheriff's Office to discuss the ongoing problem of illegal dumping at the recycling drop-off locations and littering along County roadways. Discussions centered around three particular aspects of future efforts to address these problems, including: Education, Enforcement, and Clean Up.

After a lengthy discussion, the group agreed that the initial emphasis should be on public education including press releases, flyers, and public service announcements that can be created and distributed by the Public Information Officer to encourage positive behavior by residents and visitors and specifically discourage illegal dumping and littering. We suggest that this phase of the litter eradication campaign could run for about six months while a litter abatement program is developed to collect litter along the roadways.

Regarding a proposed litter clean-up program, one idea discussed is to utilize inmates from the Worcester County Jail (WCJ) or Eastern Correctional Institute (ECI). However, WCJ has a very limited number of trustees available (only three as of April 4) and this number fluctuates on a weekly basis. Likewise, ECI has advised us that they do not currently have the manpower or resources (vehicle and equipment) to add an additional litter crew to assist Worcester County. Another idea discussed was to develop a local "Adopt-A-Highway" program in Worcester County modeled after the previous program of the State Highway Administration (SHA). However, potential liability, County manpower/overtime and other logistical issues which lead SHA to discontinue their program were seen as perhaps insurmountable problems. Another option investigated after our staff meeting was to develop Request for Proposals (RFP) to contract for litter collection services. As a result, we solicited the attached proposal from Mac Outdoor LLC to provide services a minimum of 2 days per week to a maximum of 4 days per week for litter pick up on County Roadways. They proposed a contract cost of \$ 1,214.00 per day, which translates to an annual cost of \$126,256 at 2-days per week to \$252,512 for 4-days per week.

Regarding enforcement, we continue to collect bags of trash dumped along the roadways and at our recycling stations which include mail showing individual's names and addresses. In accordance with Section PH 1-106(c) of the Public Local Laws of Worcester County, Maryland, "any single accumulation or deposit of litter which shall have two or more items bearing a person's name or other indication of identification shall be considered prima facie evidence that said person deposited said litter and shall be presumed to be responsible for the violation." Violators are guilty of a civil infraction which carries a fine of up to \$500. We have discussed the possibility of proceeding with enforcement actions against such violators and perhaps publishing the names of violators as a deterrent.

Also regarding enforcement, we discussed the use of video surveillance cameras. Wicomico County has recently installed video surveillance cameras and has had great success in eliminating the illegal disposal at their Recycling Centers. With your blessing, we will continue to investigate the feasibility and logistics of instituting a similar program at our recycling facilities. Once again, education will be the key to our success with regard to discouraging illegal dumping.

We look forward to discussing this matter with the County Commissioners at an upcoming meeting. Should you have any questions in the meantime, please do not hesitate to contact me.

cc: John Ross
Frank Adkins
Mike Mitchell
Mike McClung
Kelly Shannahan
Maureen Howarth
Kim Moses
Donna Bounds
Fulton Holland
Quintin Dennis
Doug Dods

WBOC 16 - Delmarva News Leader Website

Updated: Delaware Officials Launch Anti-Littering Campaign

Updated: Apr 30, 2019 11:26 PM EDT

REHOBOTH, Del. (AP/WBOC)- The garbage dumped on Delaware's roadways, waterways and parks and other public areas has state officials talking trash.

Gov. John Carney joined environmentalists and other elected officials on Tuesday in Rehoboth to launch a statewide campaign encouraging Delawareans not to litter and to help clean up outdoor spaces.

The campaign comes after a state Anti-Dumping and Anti-Littering Task Force issued a report last year with several recommendations to get Delawareans to clean up their act.

Those recommendations including enhancing penalties for unlawful dumping and substantial littering, considering legislation to make Delaware "plastic free," and supporting public education and awareness campaigns.

A 2018 DelDOT report that found nearly 35,000 garbage bags of litter were collected along state roadways.

Gov. Carney says he believes more awareness is needed for an issue that doesn't appear to be going away.

"We have a beautiful state, wonderful parks, beautiful beaches. We have a lot of big tourist industry, particularly here in eastern Sussex County. We have great open space, forest land and we want to keep it beautiful," Gov. Carney said.

The program includes signs along Delaware highways. It also encourages groups to help with litter collection in the state.

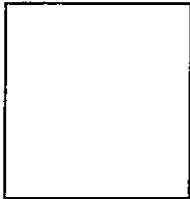

John Tustin

From: Donna Bounds
Sent: Tuesday, April 30, 2019 1:09 PM
To: John Tustin
Subject: FW: Road Crew

FYI

From: Walter West -DPSCS- [mailto:walter.west@maryland.gov]
Sent: Tuesday, April 30, 2019 12:49 PM
To: Donna Bounds
Subject: Re: Road Crew

Donna, I just checked with our supervisor over the the road crews at the Annex. Unfortunately we don't have enough vans and or staff to do another crew. I wish I could be of more help. Randy

 <p><u>Public Safety Online</u></p>  <p><u>Take our customer Service Survey</u></p>	<p>Walter West <i>Warden</i> Eastern Correctional Institution Department of Public Safety and Correctional Services 30420 Revells Neck Road Westover, MD 21890 410-845-4200 (Office) 443-497-1248 (Cell) 410-651-9585(fax) walter.west@maryland.gov</p>
--	--

On Mon, Apr 29, 2019 at 9:25 AM Donna Bounds <dbounds@co.worcester.md.us> wrote:

Just checking to see if the road crew would be available for Worcester County to use?

Mac Outdoor LLC
 10320 North Rd
 Ocean City, MD 21842 US
 (410) 808-8811
 mac.outdoor@gmail.com

Proposal



ADDRESS
 Worcester County Roads Dept
 5764 Worcester Hwy
 Snow Hill MD 21863

PROPOSAL #	DATE	EXPIRATION DATE
1452	05/07/2019	08/07/2019

ACTIVITY	QTY	RATE	AMOUNT
<p>***Roadside and Drainage Ditch Litter Pickup***</p> <p>Services</p> <p>Daily Rate (8hr day) 3 men 1 vehicle work crew.</p> <p>Crew will consist of 3 certified flaggers, 2 of which will be removing debris while 3rd man is controlling traffic. Litter of 1/2 cubic inch or larger will be removed from Worcester County roadways, shoulders, drainage ditches and culvert inflows by hand cleanup tools, collected into county approved bags and disposed into county supplied dumpster at the closest of the 3 county maintenance facilities each work day. Larger bulk items that do not fit into bags will be disposed directly into dumpster.</p> <p>Daily Rate includes an 8 hr work day from 0730 to 1530 or a half day from 0730 to 1130. 3 hour minimum per workday if work is shut down due to unsafe weather or road conditions.</p> <p>Litter Pickup Signs will be posted on both sides of roadway with flagger utilizing a Stop Slow paddle and all workers will be outfitted in Class 3 safety apparel, gloves and boots. Work vehicle will display additional signage and amber flashing mounted lights.</p> <p>Daily log will be emailed monthly to dept head showing dates, locations and amount of debris collected.</p> <p>Cleanup will be conducted first within known problem areas or areas generating citizen complaints. From there, we will fall into normal cleanup routes or areas of concern by dept for that week. We will also be available within the work day to respond to dept cleanup requests or emergencies via county supplied 2way radio.</p> <p>Cleanup shall consist of 2 days per week minimum, 4 days per week maximum, unless additional help is requested from roads dept.</p> <p>Day rate will be invoiced on the 15th and 30th of each month for the 2 previous weeks worked.</p>			1,214.00

TOTAL

\$1,214.00

Accepted By

Accepted Date

§ PH 1-106. Litter. [Added 6-15-1993 by Bill No. 93-8]

- (a) Definitions. As used in this section, unless the context clearly requires otherwise, the following words or phrases shall have the following meanings:

LITTER — All rubbish, waste matter, refuse, garbage, trash, debris, dead animals or other discarded materials of every kind and description.

PUBLIC OR PRIVATE PROPERTY — Includes the right-of-way of any road or highway, any body of water or watercourse or the shores or beaches thereof, any park, parking facility, playground, public service company property or transmission line right-of-way, building, refuge or conservation or recreation area, any residential or farm properties, timberlands or forests.

- (b) Littering prohibited. It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit through neglect or by intent the dumping, depositing, throwing or leaving of litter on any public or private property in Worcester County or in any waters of Worcester County, unless:

- (1) Such property is designated by the county or by any other governmental agencies for the disposal of such litter and such person is authorized by the proper public authority to use such property;
- (2) Such litter is placed into a designated litter receptacle or container installed on such property; or
- (3) Such litter is placed in a container or bag in a specified location for the purpose of subsequent pickup by a licensed solid waste hauler.

- (c) Presumption of responsibility for violation. Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane or other conveyance in violation of Subsection (b) of this section, and if the vehicle, boat, airplane or other conveyance has two or more occupants and it cannot be determined which occupant is the violator, the owner of the vehicle, boat, airplane or other conveyance, if present, shall be presumed to be responsible for the violation; in the absence of the owner of the vehicle, boat, airplane or other conveyance, the operator shall be presumed to be responsible for the violation. Furthermore, any single accumulation or deposit of litter which shall have two or more items bearing a person's name or other indication of identification shall be considered prima facie evidence that said person deposited said litter and shall be presumed to be responsible for the violation.

- (d) Penalties. Any person violating the provisions of Subsection (b) of this section is guilty of a civil infraction.

§ PH 1-107. Skin penetrating body adornment. [Added 2-20-2001 by Bill No. 01-2]

- (a) Legislative findings. The County Commissioners of Worcester County have determined that:

- (1) The adornment of the human body by the use of needles or other instruments or implements designed to puncture, scrape, burn, penetrate or otherwise disrupt the







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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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 17, 2019

 **FAXED**
4/17/19 @ 10:00 AM

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice of Introduction of Bill 19-1 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on May 2, 2019 and May 16, 2019. Thank you.

**NOTICE OF INTRODUCTION OF BILL 19-1
WORCESTER COUNTY COMMISSIONERS**

Take Notice that Bill 19-1 (Revenue - Hotel Rental Tax) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on April 16, 2019.

A fair summary of the bill is as follows:

§ TR 1-601(a). (Repeals and reenacts this subsection regarding provisions for the imposition and rate of the hotel rental tax in Worcester County to reflect the provisions of the Annotated Code of Maryland; provides that the rate of the hotel rental tax shall not exceed five percent (5.0%); requires passage of a resolution upon the unanimous consent of the County Commissioners, after public notice and hearing, for establishment of a hotel rental tax rate in excess of three percent; and establishes notice requirements for the public hearing on the proposed resolution.)

A Public Hearing

will be held on Bill 19-1 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on Tuesday, May 21, 2019 at 11:00 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center and is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 19-1

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: April 16, 2019

A BILL ENTITLED

AN ACT Concerning

Revenue - Hotel Rental Tax

For the purpose of revising the provisions for the imposition and rate of the hotel rental tax in Worcester County to permit a maximum rate of 5% as authorized by State law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection (a) of Section TR 1-601 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the county on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent (5.0%). Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2019.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom



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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 10, 2019

I. Introduced as Bill 19-1
Public Hearing on May 21, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Draft Bill to Permit a Maximum Hotel Rental Tax of 5.0% in Worcester County

As directed at your meeting on March 19, 2019, attached please find draft legislation for introduction as Bill 19-1 which would permit a maximum hotel rental tax rate of 5.0% in Worcester County as permitted by State law. Officials from the Town of Ocean City have requested this local legislation to begin the process to increase the room tax rate from the current rate of 4.5% to 5%, effective January 1, 2020, to cover additional costs to the town due to special events. In his presentation on March 19th, Mayor Meehan stated that, even by raising the room tax to 5%, it would still be far less than room taxes charged by similar resort areas, and this expense would be passed on to consumers and generate additional needed revenue to cover the increase in special events costs. At your request, attached please find a listing provided by Mayor Meehan of the room tax and sales tax comparisons in other resort areas nearby and along the eastern seaboard.

If the draft legislation is introduced as Bill 19-1 at your meeting on April 16, 2019, the following schedule of adoption could apply:

- May 21, 2019 - Public Hearing and Adoption of Bill 19-1.
- July 5, 2019 - Bill 19-1 becomes effective 45-days after adoption.
- July 16, 2019 - Introduce Resolution to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020 and Schedule Public Hearing for August 20, 2019.
- August 20, 2019 - Following the Public Hearing, adopt the Resolution by unanimous vote of the County Commissioners to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020.

I look forward to discussing this matter further at your meeting on April 16. In the meantime, if you should have any questions or concerns, please feel free to contact me.

The Commissioners met with Ocean City Mayor Rick Meehan and Ocean City Fire Chief Chris Larmore to discuss Ocean City's FY20 grant requests from the County. Mayor Meehan thanked the Commissioners for the 2.5% increase in Undesignated Grants to Ocean City last year, which is used to offset the cost of services that Ocean City provides in lieu of the County providing these services. He requested this grant be increased again by 2.5% in FY20, and he also requested grants for Recreation, the Convention Bureau and the Park and Ride continue to be funded at FY19 levels; and a \$200,000 increase in the Tourism grant for destination marketing, as the number of hotel rooms in West Ocean City (WOC) has increased dramatically to nearly 700 rooms, and the onus for advertising the resort destination and the 21842 zip code area falls largely on the Advertising Budget of Ocean City. With regard to the \$232,339 administrative fees the town pays Worcester County to collect the room tax and the food tax, Mayor Meehan requested that the County authorize the town to collect the room tax and food tax in Ocean City and be responsible for all collections, including past due accounts to alleviate the responsibility and expense on the County side, which would provide Ocean City with the means to administer its second biggest revenue source. He also requested that the Commissioners adopt the funding recommendations made at the annual meeting of the Commissioners and the Fire Chiefs on February 5, 2019, which would increase the grant funding to Ocean City by \$370,000 and allow the town to hire additional personnel. He also requested \$80,000 to purchase 100 pagers for 28 career personnel and 52 volunteer personnel for the Ocean City Fire Company.

Chief Larmore stated that there is a real need for increased emergency medical services (EMS) funding, noting that growth in the WOC area has resulted in an increase of one-third in emergency responses to that area, which has left the Town of Ocean City without resources at times. Therefore, he urged the Commissioners to modify the EMS funding formula, which would allow the town to hire more personnel to meet the needs of both Ocean City and WOC.

The Commissioners met with Mayor Meehan to discuss a request from the Town of Ocean City to begin the process to increase the room tax rate from 4.5% to 5%, effective Jan. 1, 2020, to cover additional costs to the town due to special events. Mayor Meehan stated that, even by raising the room tax to 5%, it would still be far less than room taxes charged by similar resort areas, and this expense would be passed on to consumers and generate additional needed revenue to cover the increase in special events costs. Mayor Meehan agreed to provide the Commissioners with the room tax rates in other nearby resort areas.

Commissioner Mitrecic supported the measure, noting that the increased room tax would not affect County residents. In response to a question by Commissioner Nordstrom, Chief Administrative Officer Harold Higgins agreed to provide information to the Commissioners with regard to the projected revenues the proposed room tax increase would generate for the County and other towns. In response to a question by Commissioner Bertino, Mr. Higgins stated that no other municipalities have contacted him with regard to the proposed increase, but that they would have the opportunity to weigh in on the matter if the Commissioners are inclined to approve the request and schedule a public hearing to receive public comment. Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to move forward with steps required to increase the room tax rate in Worcester County from 4.5% to 5.0%, beginning with legislation to be introduced at their next legislative session on April 16, 2019.

In a related matter, Mayor Meehan stated that the town would also like to partner with the County to develop an indoor and outdoor sports complex and would welcome such a discussion in the future.

Kelly Shannahan

From: Harold Higgins
Sent: Friday, March 29, 2019 12:49 PM
To: Kelly Shannahan
Cc: Phil Thompson
Subject: FW: Room Tax for other destinations
Attachments: Room Tax Info.docx

From: Richard Meehan [mailto:RMeehan@oceancitymd.gov]
Sent: Wednesday, March 20, 2019 3:19 PM
To: Harold Higgins
Cc: Joe M. Mitrecic
Subject: Room Tax for other destinations

Harold,

Attached is the sheet showing the room tax for competing resort destinations and other tourist destinations in the Mid Atlantic area. I apologize for not having this information available yesterday. Please distribute to the Commissioners.

Thank you,

Rick Meehan
Mayor

Room Tax & Sales Tax Comparisons

State/Location	Room Tax	Sales Tax	TOTAL TAX CHARGED ON ROOMS
Ocean City, Maryland	Currently 4.5%	6%	10.5%
Rehoboth Beach	8%	0%	8%
Virginia Beach, VA	8% + \$2.00 per night "local occupancy tax"	6% (4.3% State tax + 1.70% local tax)	14% + \$2.00 per night
Atlantic City, NJ	13.625%	7%	20.625%
Myrtle Beach, SC	13% (includes a State Tourism tax, county hospitality fee and city hospitality fee)	9% (6% State tax + 3% local tax)	21%
New York, NY	5.875% + the flat fee of \$3.50 per day.	8.8% (4% State tax + 4.88% local tax)	14.6% + \$3.50 per night
Washington DC	14.95%	6%	20.95%
Philadelphia, PA	8.5%	7%	15.5%
Annapolis, Maryland	6%	6%	12%
Baltimore, Maryland	8%	6%	14%

Additional Information:

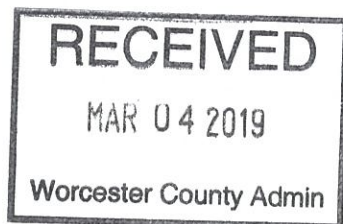
- **Ocean City, Maryland:** *6% Maryland Sales Tax & 4.5% Ocean City Room Tax.*
- **Rehoboth Beach, DE:** *The state of Delaware charges an 8% per night tourism tax to all hotel rooms, which is added to hotel stays. They are currently considering a 3% increase, which would bring the room tax to 11% total.*
- **Virginia Beach, VA:** *The tax rate is 14% (6% state retail tax and 8% local lodging tax) plus \$2 per night local occupancy tax. All rates are based on single/double occupancy. Each additional person 18 and up is \$10.00 per night plus tax.*
- **Atlantic City, NJ:** *In Atlantic City, the hotel tax rate is a whopping 13.625%, and New Jersey tacks on a \$3 occupancy fee and a \$2 "tourism promotion" fee every night you stay.*
- **Myrtle Beach, SC:** *In addition to the Hospitality Fee collected by the Town of Surfside Beach, Horry County imposes a rate of 1 ½ % Hospitality Fee. The State of South Carolina charges a 5% Sales Tax plus a 1% Local Capital Project Sales Tax plus a 1% School District Tax (effective 3/1/09) and a 2% Accommodation Tax.*
- **New York, New York:** *The total tax on a New York City hotel room is 14.75% plus the flat fee of \$3.50 USD per day. This is a mandatory tax collected by New York State and City.*
- **Washington, DC:** *DC has a sales tax rate structure that also includes a 10% rate for liquor sold for off-premise and on-premise consumption, restaurant meals and rental vehicles; 18% rate for parking in commercial lots; and 14.5% for hotels and transient accommodations.*
- **Philadelphia, PA:** *The City's Hotel Tax rate is 8.5% of the total amount paid by the guest. The hotel operator is responsible for collecting the tax from guests. In addition to the City's Hotel Tax, the Commonwealth of Pennsylvania imposes its own 7% Hotel Tax on the amount paid by the guest. The total in-state rate is 15.5%*
- **Annapolis, MD:** *A state lodging tax is only levied in special statutory designated redevelopment districts at 5.0%. [3] State levied lodging tax varies. Convention hotels located within a qualified local government unit with 81-160 rooms rate is 3.0% and 6.0% for hotels with more than 160 rooms.*
- **Baltimore, MD:** *Currently, all of the local hotel tax — which is 8 percent of the room rate — goes to the county's general fund.*



TOWN OF OCEAN CITY

The White Marlin Capital of the World

March 1, 2019



Diana Purnell, President
Worcester County Commissioners
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Copy: Phil Thompson ✓
Kathy Whitel ✓
Maureen Howarth ✓

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

LLOYD MARTIN
President

MARY P. KNIGHT
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DENNIS W. DARE
ANTHONY J. DELUCA
JOHN F. GEHRIG, JR.
MATTHEW M. JAMES
MARK L. PADDACK

CITY MANAGER
DOUGLAS R. MILLER


CITY CLERK
DIANA L. CHAVIS, CMC

Dear President Purnell:

The costs to promote and operate Ocean City as a world class family resort continue to increase. Unfortunately, our revenue sources to fund these needs are limited. At the January 29, 2019 meeting of the Mayor and City Council, we discussed increasing the room tax rate from 4.5% to 5.0%.

It is the desire of the Mayor and City Council that the County Commissioners create the necessary legislation to allow for this needed increase in room tax. We trust that you can assist us in this matter. Please contact my office if you have any questions.

Sincerely,


Richard W. Meehan, Mayor

cc: City Council
City Manager

See p. 14 -

See p. 21 -

Requires:

- County Code amendment to Section TR 1-601(a)
- Resolution with unanimous consent of County Commissioners

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taxes; that responsibility is given to the Tax Court not only by Md. Code Ann., Tax - Gen. § 3-103(a), but also by Md. Local Government Code Ann. § 20-117 with respect to appeals of refund claims relating to local government taxes. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Maryland Tax Court has jurisdiction under Md. Local Government Code Ann. § 20-117 of an administrative appeal of a denial of a refund claim involving a payment to a municipality. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

§ 20-114. Form of claim.

Cited in *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

§ 20-115. Time for filing.

Cited in *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

§ 20-116. Determination of claim.

Sewer connection fee refund. — Person who has paid a sewer connection fee imposed by a municipality and alleges that the fee is illegal or miscalculated may seek a refund from the municipality under Md. Local Government

Code Ann. § 20-113 et seq., and the voluntary payment doctrine did not bar such a refund claim. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

§ 20-117. Appeal.

Sewer connection fee refund. — Person who has paid a sewer connection fee imposed by a municipality and alleges that the fee is illegal or miscalculated may seek a refund from the municipality under Md. Local Government Code Ann. § 20-113 et seq., and the voluntary payment doctrine did not bar such a refund claim. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Court not only by Md. Code Ann., Tax - Gen. § 3-103(a), but also by Md. Local Government Code Ann. § 20-117 with respect to appeals of refund claims relating to local government taxes. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Jurisdiction over refund claim. — No question exists that the Maryland Tax Court has jurisdiction of refund claims relating to taxes; that responsibility is given to the Tax

Maryland Tax Court has jurisdiction under Md. Local Government Code Ann. § 20-117 of an administrative appeal of a denial of a refund claim involving a payment to a municipality. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Subtitle 4. Hotel Rental Taxes.

Part I. County Hotel Rental Taxes.

§ 20-401. Definitions.

(a) *In general.* — In this part the following words have the meanings indicated.

(b) *Hotel.* — (1) "Hotel" means an establishment that offers sleeping accommodations for compensation.

(2) "Hotel" includes:

- (i) an apartment;
- (ii) a cottage;
- (iii) a hostelry;
- (iv) an inn;

- (v) a motel;
- (vi) a rooming house; or
- (vii) a tourist home.

(c) *Hotel rental tax*. — “Hotel rental tax” means the tax on a transient charge.

(d) *Transient charge*. — (1) (i) Except as provided in subparagraphs (ii), (iii), and (iv) of this paragraph, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 4 consecutive months.

(ii) In Carroll County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 25 days.

(iii) In Frederick County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 90 days.

(iv) In Garrett County and Washington County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 30 days.

(2) “Transient charge” does not include any hotel charge for:

- (i) services; or
- (ii) accommodations other than sleeping accommodations.

(e) *Western Maryland code county*. — “Western Maryland code county” means a code county in the Western Maryland class as established under § 9-302 of this article. (An. Code 1957, art. 24, § 9-301(a), (d)-(f); 2013, ch. 119, § 2; 2014, chs. 311, 312.)

Effect of amendments. — Chapters 311 and 312, Acts 2014, effective July 1, 2014, made identical changes. Each substituted “subparagraphs (ii), (iii), and (iv)” for “subparagraphs (ii)

and (iii)” in (d)(1)(i); added (d)(1)(iii) and redesignated accordingly; in (d)(1)(iv) deleted “Frederick County” before “Garrett County”; and made a stylistic change.

§ 20-402. Scope of part.

(a) *In general*. — This part applies only to:

- (1) subject to subsection (b) of this section, a charter county;
- (2) a code county;
- (3) Calvert County;
- (4) Carroll County;
- (5) Cecil County;
- (6) Garrett County;
- (7) St. Mary’s County;
- (8) Somerset County; and
- (9) Washington County.

(b) *Conflicts with other laws*. — To the extent this part conflicts with another law that applies to a charter county, the other law shall prevail over this part. (An. Code 1957, art. 24, § 9-301(b); 2013, ch. 119, § 2; 2014, ch. 464, § 1.)

Effect of amendments. — Section 1, ch. 464, Acts 2014, effective June 1, 2014, rewrote the section.

Bill review letter. — Chapter 464, Acts 2014, (Senate Bill 172) was approved for constitutionality and legal sufficiency, although it

contains problematic yet severable provisions that violate the single-subject rule under the Maryland Constitution. These provisions include extension of discounted vehicle certificate fee for rental vehicles, a Park Service funding mandate, a mandate that speed camera revenue be spent on vehicle purchases, stormwater remediation fees, and a hotel rental tax. (Letter of the Attorney General dated May 14, 2014.)

§ 20-403. Imposition of tax.

(a) *Authorization.* — Except as provided in § 20-404 of this subtitle, a county may impose, by resolution, a hotel rental tax.

(b) *Hearing requirement.* — (1) This subsection applies only to Calvert County, Charles County, and St. Mary's County.

(2) The governing body of a county shall hold a public hearing before imposing a hotel rental tax.

(3) The hearing:

(i) shall be advertised twice in a newspaper of general circulation in the county at least 10 days before the hearing; and

(ii) may not be part of the annual budget hearing. (An. Code 1957, art. 24, §§ 9-302, 9-303(a), (b); 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 24, §§ 9-302 and 9-303(a) and (b).

In subsection (a) of this section and throughout this subtitle, the former references to an "authorized" county are deleted as unnecessary in light of the scope provision in § 20-402 of this subtitle.

In subsection (a) of this section, the former reference to a tax "paid to a hotel located in that county" is deleted as implicit.

In subsection (b)(3)(i) of this section, the former reference to advertising "by publication" in a newspaper is deleted as surplusage.

Defined terms:

"Governing body"	§ 1-101
"Hotel rental tax"	§ 20-401

§ 20-404. Limitations and exemptions.

(a) *Exemption for lodging at corporate training center.* — The hotel rental tax does not apply to the sale of a right to occupy a room or lodgings as a transient guest at a dormitory or other lodging facility that:

(1) is operated solely in support of the headquarters, a training facility, a conference facility, an awards facility, or the campus of a corporation or other organization;

(2) provides lodging solely for employees, contractors, vendors, and other invitees of the corporation that owns the dormitory or lodging facility; and

(3) does not offer lodging services to the general public.

(b) *Calvert and St. Mary's counties.* — By resolution, Calvert County and St. Mary's County may provide a tax exemption for classes of hotels.

(c) *Carroll County.* — In Carroll County, the hotel rental tax does not apply to a hotel with 10 or fewer sleeping rooms.

(d) *Cecil County.* — Cecil County may impose the hotel rental tax only on a transient charge paid to a hotel located in any part of Cecil County that:

(1) is specified by the governing body of Cecil County as a population center;

(2) is not larger than 10 square miles in geographic area; and

(3) has a population of at least 6,000 residents.

(e) *Frederick County.* — In Frederick County, the hotel rental tax does not apply to a hotel with:

(1) 10 or fewer sleeping rooms in its main building; and

(2) not more than 20 additional sleeping rooms in auxiliary structures on the hotel's property.

(f) *Washington County*. — In Washington County, the hotel rental tax does not apply to a transient charge paid to a hotel by:

(1) the federal government;

(2) a state; or

(3) a unit or instrumentality of a state or the federal government. (An. Code 1957, art. 24, §§ 9-303(c), 9-305; 2013, ch. 119, § 2; ch. 510.)

SPECIAL REVISOR'S NOTE

As enacted by Ch. 119, Acts of 2013, this section was new language derived without substantive change from former Art. 24, §§ 9-305 and 9-303(c). However, Ch. 510, Acts of 2013, added a new subsection (a) to this section and renumbered subsections (a) through (e) to be subsections (b) through (f).

In subsection (c) [now (d)] of this section, the former definition of "population center" was revised by Ch. 119 as part of the substantive

provision because that definition appeared only once in the former law.

Defined terms:

"Governing body"	§ 1-101
"Hotel"	§ 20-401
"Hotel rental tax"	§ 20-401
"State"	§ 1-101
"Transient charge"	§ 20-401

Effect of amendments. — Chapter 510, Acts 2013, effective June 1, 2013 [October 1, 2013], added (a) and redesignated accordingly.

§ 20-405. Tax rates.

(a) *In general*. — Subject to this section, the hotel rental tax rate is the rate that the county sets by resolution.

(b) *Limitations*. — The hotel rental tax rate may not exceed:

(1) except as otherwise provided in this section, 3% in a code county;

(2) 3% in Cecil County;

(3) 4% in Talbot County;

(4) 5% in Calvert County, Carroll County, Charles County, Dorchester County, Frederick County, St. Mary's County, and Somerset County; and

(5) 6% in Garrett County and Wicomico County.

(c) *Code counties*. — With the unanimous consent of the county commissioners:

(1) a code county other than a Western Maryland code county may set a hotel rental tax rate up to 5%; and

(2) a Western Maryland code county may set a hotel rental tax rate up to 8%.

(d) *Washington County*. — The hotel rental tax rate in Washington County is 6%. (An. Code 1957, art. 24, § 9-304; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 24, § 9-304.

In subsection (a) of this section, the reference to "this section" is substituted for the former reference to "the limitations in subsections (b)

and (c) of this section" for accuracy.

In subsection (c) of this section, the former references to a hotel rental tax rate "that is greater than 3%" are deleted as implicit because the rates that are authorized in subsection (c) are an exception to the limitation of 3% imposed in subsection (b)(1) of this section.

Defined terms:

"Code county"	§ 1-101
"Hotel rental tax"	§ 20-401
"Western Maryland code county"	§ 20-401

Rate increase by Worcester County commissioners. — Worcester County could not exercise its code home rule powers to amend the local law that authorized the county to levy a hotel tax of up to 3%. However, under the

prior, similar section, a general law for all code counties, the Commissioners could, by unanimous consent, increase the rate of the hotel tax from 3% to 5%. 77 Op. Att'y Gen. 37 (August 21, 1992).

§ 20-406. Duty to collect tax.

(a) *In general.* — A hotel shall:

(1) give a person who is required to pay a transient charge a bill that identifies the transient charge as an item separate from any other charge; and

(2) collect the hotel rental tax from the person who pays the transient charge.

(b) *Tax held in trust.* — A hotel shall hold any hotel rental tax collected in trust for the county that imposes the tax until the hotel pays the tax to that county as required under this part. (An. Code 1957, art. 24, § 9-309; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 24, § 9-309.

In subsection (b) of this section, the reference to the hotel "shall hold any" hotel rental tax is substituted for the former reference to the hotel "holds" the hotel rental tax for clarity and accuracy because the language imposes a mandatory requirement.

Defined terms:

"Hotel"	§ 20-401
"Hotel rental tax"	§ 20-401
"Person"	§ 1-101
"Transient charge"	§ 20-401

§ 20-407. Duty to pay tax.

A person shall pay the hotel rental tax to the hotel when the person pays the transient charge. (An. Code 1957, art. 24, § 9-308; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section formerly was Art. 24, § 9-308.
No changes are made.

Defined terms:

"Hotel"	§ 20-401
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"Hotel rental tax"	§ 20-401
"Person"	§ 1-101
"Transient charge"	§ 20-401

§ 20-408. Tax return required.

A hotel shall complete, sign, and file a hotel rental tax return with:

SUBTITLE VI
Hotel Rental Tax

§ TR 1-601. General provisions.

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of four and one-half percent. Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing. [Amended 6-6-2000 by Bill No. 00-5; 10-16-2007 by Bill No. 07-2]

- (b) Definitions. In this section, the following words and phrases have the meanings indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE OR OTHER SIMILAR PLACE — Any public or private hotel, inn, hostelry, tourist home or house, motel, rooming house, apartment house, cottage or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, and the owner and operator thereof, which for compensation holds out to furnish or furnishes sleeping accommodations or space to any transient.

PERSON — Any individual, corporation, company, association, firm, copartnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

RESORT AREA — Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the tenth election district of the County, as it existed on January 1, 1971.

ROOM OR BUILDING RENTAL — The total charge made by any hotel, motel, apartment, cottage or other similar place for sleeping accommodations or space furnished the transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

TRANSIENT — Any person who, for any period of not more than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the

expense of another, in any hotel, motel, apartment, cottage or other similar place for which there is a room or building rental.

- (c) Collection. Every person receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person required to collect them until remitted as hereinafter required.
- (d) Reports and remittances. The person collecting the tax shall make out a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected and the tax required to be collected; and he shall sign and deliver the report to the Board of County Commissioners, with a remittance of the tax required hereunder. The reports and remittances shall be made on or before the 21st day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the 18th day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section within the time and in the amount specified in this section, there shall be added to the tax by the Board of County Commissioners interest at the rate of one-half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section; and if the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
- (f) Distribution of proceeds.
 - (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from the hotels, motels, apartments, cottages or other similar places:
 - A. The Board shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this deduction to the general funds of the County.
 - B. That portion of the remainder of the total proceeds which came from payments made by a hotel, motel, apartment, cottage or other similar place located in whole or in part within the corporate limits of a municipal corporation in a resort area in the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.
 - C. The remaining portion of the total proceeds shall be credited to the general funds of the County.

- (2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.
- (g) State administrative fee. The Retail Sales Tax Division of the Comptroller's office shall supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.
- (h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. If and as applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.
- (i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.
- (j) Processing fee retained by remitter. The person collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners, to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.
- (k) Bond.
- (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person collecting the tax. If the Board determines that the person is to file such a bond, the Board shall give notice to the person to that effect, specifying the amount of bond required. The person collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person collecting the tax receives notice thereof.
- (2) In lieu of the bond required by Subsection (k)(1), securities approved by the Board of County Commissioners or cash in such amount as the Board prescribes may be deposited, which shall be kept in the custody of the Board. The Board, at any time,

without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at public or private sale without notice to the depositor of the securities.

- (l) Applicability. The procedures under Title 9, Subtitle 7, of Article 24 of the Annotated Code of Maryland apply to this section.

RESOLUTION

WHEREAS, pursuant to Article 81, Section 411B of the Annotated Code of Maryland, the Board of County Commissioners of Worcester County is authorized to impose a three per cent (3%) tax on the amount paid for room or building rentals by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; therefore be it

RESOLVED that the County Commissioners of Worcester County, Maryland, in regular meeting assembled on the 4th day of May, 1971, pursuant to the authority granted in said Article 81, Section 411B, hereby levies a tax at the rate of three per cent (3%) on the amount paid for room or building rentals within the ~~Corporation~~ ^{City} ~~Limits of the Town of Ocean~~, Maryland, said tax to be levied on the amount paid for room or building rentals by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations within said ~~Corporation~~ ^{limits} and said tax shall be collected by the County Commissioners of Worcester County to be paid over to the Mayor and City Council of Ocean City, Maryland; pursuant to said Article 81, Section 411B (f); and ..

BE IT FURTHER RESOLVED that the effective date of the afore-said tax is June 1, 1971.

THE BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Ray F. Redden
Ray F. Redden, President

Mark O. Pilchard
Mark O. Pilchard

Louis J. Hickman
Louis J. Hickman

Willie W. Hudson
Willie W. Hudson

N. Paul Joyner
N. Paul Joyner

ATTEST:

Elizabeth M. Warner
Elizabeth M. Warner,
Secretary

RESOLUTION REGARDING
APPLICABILITY OF WORCESTER
COUNTY ROOM TAX

1 PAGE 441

16

WHEREAS, Article 81, Section 411D of the Annotated Code of Maryland authorizes the Board of County Commissioners to impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations, and

WHEREAS, the Board of County Commissioners, on May 4, 1971, passed a resolution imposing such a tax at the rate of 3% on the amount paid for room or building rentals within the corporate limits of Ocean City, and

WHEREAS, Article 81, Section 411D of the Annotated Code of Maryland provides that the tax may be levied in any resort area in the County as specified by the Board of County Commissioners, which by reason of natural, scenic, or manmade attractions or development, has an unusual influx of visitors, sojourners, and temporary residents, and which by reason of the influx requires services in unusual number or magnitude, and

WHEREAS, due to its proximity to the Atlantic Ocean and the presence of many waterways, parks, forest lands, and historic sites within the County, the whole of Worcester County is characterized by natural, scenic, or manmade attractions or developments and produces an unusual influx of visitors, sojourners, and temporary residents requiring additional services, now

THEREFORE BE IT RESOLVED by the Board of County Commissioners of Worcester County that the whole of Worcester County is determined to be a resort area for the purposes of Article 81, Section 411D, and

BE IT FURTHER RESOLVED that effective July 1, 1981, and pursuant to the authorities established in Article 81, Section 411D, a tax of 3% on the amount paid for any room or building rental is hereby levied throughout Worcester County, and

BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

Passed and adopted this 30 day of December, 1980.

ATTEST:

John A. Yankus
Administrative Director

THE BOARD OF COUNTY COMMISSIONERS FOR
WORCESTER COUNTY

Roland E. Powell
Roland E. Powell, President

Willis W. Hudson
Willis W. Hudson

N. Paul Joyner
N. Paul Joyner

Carlton E. Massey
Carlton E. Massey

K. Bennett Bozman
K. Bennett Bozman

1980 Dec. 30 The foregoing Resolution
of the County Commissioners of Worcester County
Maryland filed for record and is accordingly
recorded in Resolution No. 1 Folios 441

Frank W. Hale CLK. CT. CT.

RESOLUTION NO. 00 - 18

RESOLUTION AMENDING THE HOTEL RENTAL TAX RATE
IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County adopted, on December 30, 1980, a Resolution regarding the applicability (countywide) and rate (3%) of the hotel rental tax imposed in Worcester County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; and

WHEREAS, the Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the rate of the hotel rental tax from 3% to 4% effective January 1, 2001; and

WHEREAS, as authorized by Article 24, Section 9-304(c) of the Annotated Code of Maryland, the County Commissioners adopted Emergency Bill 00-5 on June 6, 2000 repealing and reenacting Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland enabling the County Commissioners to establish a hotel rental tax rate in excess of 3%, by resolution after public notice and hearing, and upon the unanimous consent of all of the County Commissioners; and

WHEREAS, the County Commissioners held a duly advertised public hearing on the proposed increase of the hotel rental tax rate from 3% to 4% at their meeting of June 20, 2000; and


WHEREAS, the County Commissioners have determined to increase the hotel rental tax rate as proposed.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that effective January 1, 2001, and pursuant to the authorities established in Article 24, Section 9-304(c) of the Annotated Code of Maryland and Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland, a tax of 4% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations is hereby levied throughout Worcester County; and

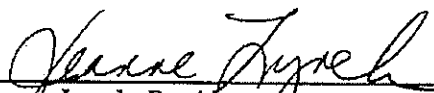
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

PASSED AND ADOPTED this 20th day of June, 2000.

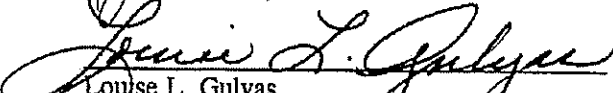
ATTEST:


Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS


Jeanne Lynch, President


John E. Bloxom, Vice President


Louise L. Gulyas


James L. Purnell, Jr.


Virgil L. Shockley

RESOLUTION NO. 07 - 30

RESOLUTION AMENDING THE HOTEL RENTAL TAX RATE
IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County, Maryland (Commissioners) adopted, on December 30, 1980, a Resolution regarding the applicability (countywide) and rate (3%) of the hotel rental tax imposed in Worcester County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; and

WHEREAS, at the request of the Mayor and Council of the Town of Ocean City, Maryland and following a duly advertised public hearing on the matter, the Commissioners amended the rate of the hotel rental tax from 3% to 4% by Resolution No. 00-18 adopted on June 20, 2000 which became effective on January 1, 2001; and

WHEREAS, the Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the rate of the hotel rental tax from 4% to 4.5% effective January 1, 2008; and

WHEREAS, as authorized by Article 24, Section 9-304(c) of the Annotated Code of Maryland, the County Commissioners adopted Emergency Bill 07-2 on October 16, 2007 repealing and reenacting Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland enabling the County Commissioners to establish a hotel rental tax rate in excess of 3% but not in excess of 4.5%, by resolution after public notice and hearing, and upon the unanimous consent of all of the County Commissioners; and

WHEREAS, the County Commissioners held a duly advertised public hearing on the proposed increase of the hotel rental tax rate from 4% to 4.5% at their meeting of November 6, 2007; and


WHEREAS, the County Commissioners have determined to increase the hotel rental tax rate as proposed.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that effective January 1, 2008, and pursuant to the authorities established in Article 24, Section 9-304(c) of the Annotated Code of Maryland and Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland, a tax of 4.5% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations is hereby levied throughout Worcester County; and

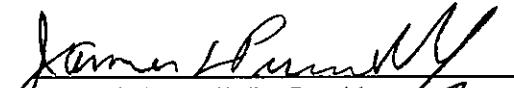
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

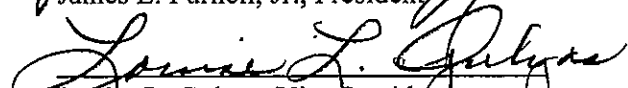
PASSED AND ADOPTED this 6th day of November, 2007.

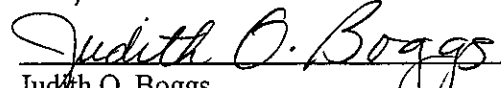
ATTEST:

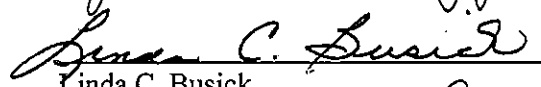

Gerald T. Mason
Chief Administrative Officer

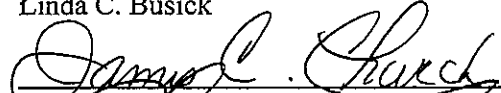
WORCESTER COUNTY COMMISSIONERS



James L. Purnell, Jr., President

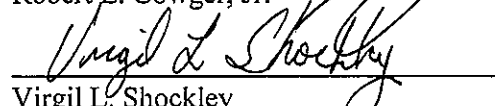

Louise L. Gulyas, Vice President


Judith O. Boggs


Linda C. Busick


James C. Church


Robert L. Cowger, Jr.


Virgil L. Shockley