

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

July 16, 2019

- | | <u>Item #</u> |
|--|----------------------|
| 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 Office Assistant IV for County Administration and an Environmental Health Specialist Trainee for Environmental Programs; posting to fill vacancies for a Document Imager II for the Treasurer's Office, a Custodian I for the Maintenance Division and a Vehicle and Equipment Mechanic I for the Water and Wastewater Division of Public Works, and a Sergeant at the Jail; discussing pending 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 | |
| 10:05 - Presentation of Commendations to Worcester County Government Retirees | 1 |
| 10:10 - | |
| 10:20 - Chief Administrative Officer: Administrative Matters
(Grant Support for Jesse Klump Memorial Fund; Health Department FY20 Unified Funding Document; Proposed Rural Maryland Council Grant for Pocomoke City Water Line Extension Project; Special Use Permit Request for South Point Boat Ramp; Updated Mutual Aid Agreement with Wicomico County; Memorandum of Understanding with Maryland State Police for Communications Towers; Purchase of Radio Waveform Analyzer and Asset Management Software for Department of Emergency Services (DES); Security Testing License Agreement for DES; Authorized Over-expenditure for FY19 Overtime in DES; Award of Bid for Communications Shelter Replacement Project in Snow Hill; Bid Specifications for Blacktop Surfacing of County Roads; Golf Course Road Parking Signage; St. Martin's Parkway Speed Limit Request; Award of Survey Proposal for ES Adkins Property Rural Legacy Area Easement; Scheduling a Public Hearing for Relocation of Kitts Branch Tax Ditch; Request for Additional EDUs for Hooper's Shopping Plaza; Scheduling a Public Hearing on Standard Sewer Flow Calculations; Pending Board Appointments; Scheduling a Public Hearing on Proposed Increase to Hotel Rental Tax; and potentially other administrative matters) | 2-21 |
| 10:30 - | |
| 10:40 - | |
| 10:50 - | |
| 11:00 - Legislative Session - Public Hearing on Bill 19-2 (Zoning - Building Signs)
Introduction of Bills - Countywide Rental License Program - which includes the following:
(Zoning - Boarding and Lodging Rentals), (Taxation and Revenue - Licenses and Permits),
(Taxation and Revenue - Hotel Rental Tax) and (Taxation and Revenue - Mobile and
Manufactured Home Park Licenses) | 22

23 |
| 11:10 - | |
| 11:20 - Chief Administrative Officer: Administrative Matters | 2-21, continued |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) | 2-21, continued |
| 1:10 - | |
| 1:20 - | |
| 1:30 - | |

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!

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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Minutes of the County Commissioners of Worcester County, Maryland

July 2, 2019

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bunting, 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 State's Attorney Kristin Heiser. Topics discussed and actions taken included: posting to fill a vacancy for IT Database Administrator/Programming Trainee for Information Technology, discussing the approved FY20 personnel budget with the State's Attorney; reviewing personnel changes in the Circuit Court and County Library; receiving legal advice from the County Attorney; reviewing pending litigation with the County Attorney; and performing administrative functions, including: discussing potential board appointments; FY19 monthly financial update; and employee appreciation letter from former Sheriff Chuck Martin.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 9:50 a.m.

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

The Commissioners reviewed and approved the June 18, 2019 open session meeting minutes as amended and closed session minutes as presented.

Pursuant to the request of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-0-1, with Commissioner Church recusing himself due to a potential conflict of interest, to schedule a public hearing on Tuesday, August 6, 2019, to receive public comment on the progress of the Community Development Block Grant (CDBG) awarded to the County Commissioners and sub-awarded to Diakonia for the Shelter

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Renovation Project.

Pursuant to the request of Ms. Reynolds and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Maryland Department of Aging FY20 Grant Application for funding of \$54,608 to provide services for senior citizens activities in Senior Centers in the County. Ms. Reynolds advised that no County match is required.

Pursuant to the recommendation of Budget Officer Kathy Whited and the written request of Wor-Wic Community College (WWCC) President Dr. Murray K. Hoy and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Letter of Intent confirming Worcester County's matching funding of \$2.6 million or 7% for the \$36 million project to construct the new 40,000-square-foot Applied Technology Building, with Wicomico County to fund \$6.4 million, and the State to fund 75% or \$26.8 million.

Pursuant to the request of Local Management Board (LMB) Director Jessica Sexauer and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Request for Proposals (RFP) for four programs to be implemented in FY20, and with a possible extension through FY21 as follows: WE3: Worcester Employment, Education, and Empowerment Program; Building Bridges to Stable Families; Worcester Connects - Mentoring Services; and Growing a Healthy Community.

Commissioner Bertino pointed to data in the RFP, which identifies that 42% of all County public school children were on free and reduced meals in 2018, while in 2017 a full 16% of all County children were considered to be below the federal poverty level and 3.47% were homeless, which is higher than the State homelessness average for children of 1.5%. He stated that these statistics directly contradict the State's position that Worcester County is a wealthy county and, therefore, does not qualify for additional education funding according to the State formula for school funding.

The Commissioners met with Economic Development (WCED) Director Kathryn Gordon to discuss providing County match funds of \$10,000 for the purchase of a track mobile for use by the Tyson Feed Mill in Snow Hill, Maryland for grain loading. The Commissioners conceptually approved this proposal during their June 18, 2019 closed session meeting. Ms. Gordon reviewed the project, noting that the Maryland Department of Commerce (MDC) has agreed to award a \$100,000 Maryland Economic Development Assistance and Authority Fund (MEDAAF) grant to Tyson Foods of Snow Hill to purchase a used track mobile, contingent upon the County providing a \$10,000 matching grant. She then provided background information regarding the history of the Tyson feed mill in Snow Hill, and she advised that the track mobile would allow Tyson workers to move freight cars after loading or unloading grain from the feed mill, and a new agreement between Tyson and the Maryland and Delaware Railroad Company (MDDE) will allow Tyson to resume freight shipments by rail to and from that location and restore local jobs. She confirmed that the MDDE secured a \$2 million Maryland Department of Transportation (MDOT) grant to support track improvements, and MDDE committed to provide matching funds of \$1 million toward the project. Commissioner Elder stated that this is a great moment for the

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Town of Snow Hill, and he thanked Ms. Gordon for her efforts to help protect local jobs.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 19-24 endorsing the filing of a MEDAAF application to fund the Tyson Feed Mill purchase of a track mobile for grain loading in Snow Hill and authorized Commission President Purnell to sign a grant application for a Community Legacy grant from the Maryland Department of Housing and Community Development (DHCD), with Tyson Foods as a subrecipient of the grant, in the amount of \$100,000 through the Community Legacy Program.

Pursuant to the request of Ms. Gordon and upon a motion by Commissioner Bertino, the Commissioners unanimously approved out-of-state travel for her to attend the International Economic Development Council (IEDC) conference in Indianapolis, Indiana from October 13-16, 2019, where she will both attend the conference and serve on the IEDC Sustainability Advisory Committee. Ms. Gordon stated that funds of \$2,081 to cover the conference, hotel, meal and mileage costs are available within the FY20 budget.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to schedule a public hearing on August 6, 2019 to consider 11 applications to sell easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY20 on the following properties: a 102-acre property owned by Freddie and Fay Fair and located on the west side of Steel Pond Road in Stockton and more specifically identified on Tax Map 93 as Parcel 41; a 210.13-acre property owned by Mark Gross on Harrison Road in Berlin and more specifically identified on Tax Map 32 as Parcel 217; a 153.9-acre property owned by Glenn and Everett Holland at 1975 Colona Road in Pocomoke and more specifically identified on Tax Map 99 as Parcel 35; a 199.12-acre property owned by Everett Holland and Mark Holland at 1546 Colona Road in Pocomoke and more specifically identified on Tax Map 99 as Parcel 39; a 153.9-acre property owned by Samuel (Glenn) and Brenda Shockley at 5910 Laws Road in Snow Hill and more specifically identified on Tax Map 38 as Parcel 4; a 91.3-acre property owned by Stephen and Joanne Shockley and located on Davis Branch Road in Snow Hill and more specifically identified on Tax Map 38 as Parcel 26; a 136-acre property owned by Annette and Brooks Aydelotte located on Payne and Johnson Roads and more specifically identified on Tax Map 100 as Parcels 16, 17, 34, and 147; a 283.69-acre property owned by Bill Blank, Jr. located at 7440 Public Landing Road and more specifically identified on Tax Map 64 as Parcel 112; a 95-acre property owned by Dean and Deborah Guy located on Hall Road and more specifically identified on Tax Map 99 as Parcel 27; a 32.14-acre property owned by Glenn and Jean Holland located on Colona and New Bridge Roads and more specifically identified on Tax Map 100 as Parcels 6, 55, and 84; and a 139.9713-acre property owned by Tom Wilkins et al. located on MD Rt. 364 and more specifically identified on Tax Map 77 as Parcel 102.

Commissioner Elder stated that he would prefer the State redirect tax dollars currently used to purchase MALPF easements on private lands, which are not open to the public, to Program Open Space (POS) to purchase public lands for public purposes that can be enjoyed by all.

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Pursuant to the request of County Engineer Bill Bradshaw and upon a motion by Commissioner Elder, the Commissioners unanimously approved an addendum to the contract with Scarborough Oil Co., Inc. of Snow Hill, Maryland for petroleum products through April 2022 for the provision of tank wagon loads of Ultra Dyed Low Sulfur Diesel Fuel to County facilities at a total markup price per gallon of \$0.1375 to add service for a new 1,910-gallon tank at the County Jail, which serves the new generator at the Jail.

Pursuant to the recommendation of Public Works Director John Tustin in response to a request by Stephen Decatur High School (SDHS) Cross Country Coach Joseph Stigler and Principal Thomas Sites and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized the SDHS Cross Country Team to use the Berlin Landfill from early September through mid-October 2019 for cross country training and as part of their home cross country course on Wednesdays when the Homeowner Convenience Center is closed. In response to a question by Commissioner Nordstrom, Mr. Tustin advised that the team has utilized a portion of the capped and closed Berlin landfill mound in a very limited capacity and under tightly controlled circumstances in the past, and there is very little disruption to the surrounding neighborhood. Training and meets are supervised at all times to protect the landfill facility, and no smoking is allowed by spectators during meets. In contrast, the request by the YMCA to use the closed landfill in Pocomoke for a bike trail was denied, given that the trails would have been accessible 24/7 and not controlled or monitored during use, as is the case in Berlin.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and approved the contract from Sherwood-Logan & Associates of Annapolis, Maryland for the provision of two new Flygt NP 3153.185 Submersible Pumps to be installed at Pump Station P in the Ocean Pines Sanitary Service Area (SSA) at a total cost of \$34,396.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Church, the Commissioners unanimously approved bid specifications for the replacement of a wastewater equalization tank in the Riddle Farm SSA. Mr. Tustin advised that funds of \$250,000 are available within the FY2019 bond issue for this purchase.

In response to a recent request from the Commissioners to provide designated parking spots for elected officials in the State's Attorney's Office, Circuit Court, and Government Center, Chief Administrative Officer Harold Higgins updated the Commissioners on progress being made to provide said space in the Franklin Street parking lot. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to designate two additional parking spaces for the Clerk of Court and the Register of Wills. Mr. Higgins stated that each local elected official will be designated a numbered rather than named parking space for security purposes. The Commissioners further agreed that Mr. Higgins could designate additional spaces in the Franklin Street parking lot for other department staff, as he determines necessary without further approval by the Commissioners.

Pursuant to the recommendation of Human Resources Director Stacey Norton and upon a

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motion by Commissioner Bertino, the Commissioners unanimously approved the proposed agreement with LabCorp for testing products and services for non DOT drug tests at a cost of \$12 per test and lab confirmation fee for a total cost of \$26 if the test is positive and needs to be confirmed by a Medical Review Officer. Ms. Norton stated that utilizing LabCorp for non DOT drug testing will help the County reduce expenses and get faster results for drug testing that is currently being completed at the West Ocean City (WOC) Injury and Illness Center at a cost of \$40 per test and Your Doc's In at a cost of \$36 per test. At the Commissioners' direction, Ms. Norton agreed to present this pricing information to the Board of Education (BOE) for their consideration as well.

The Commissioners met with Mr. Higgins to review and discuss his FY20 budget request to transfer the County Engineer from Development Review and Permitting (DRP) to County Administration. Mr. Higgins stated that this budget-neutral request was not specifically discussed or approved at their May 14, 2019 budget work session. He advised that the County Engineer workload needs to be re-evaluated and his focus and responsibility should be directed to County projects, as was the original intent of creating this position, and away from DRP plan reviews to which the position was reassigned during the recession. He then reviewed County projects requiring the County Engineer's full attention as follows: heating, ventilation, and air conditioning (HVAC) automation system controls in County buildings; building controls and locking systems; Court House HVAC replacement; Government Center ventilation and building repairs; Sheriff's evidence room; Isle of Wight building improvements; major renovations and repairs at the County Jail; Ocean Pines Branch Library improvements; parking lot improvements; Pearl Street building repairs; building upgrades to the Health Department facility in Pocomoke; and building improvements to the Pocomoke Branch Library.

Commissioner Bunting stated that the services of the County Engineer are more valuable in DRP. In response to a question by Commissioner Elder, Mr. Higgins provided background on this position and advised that over the years the need for plan reviews has increased, as has the demand for his services to oversee capital improvements at County buildings and new facility projects, as he was originally hired to manage. Commissioner Church stated that Mr. Higgins understands where the County Engineer's services can best be utilized and supported reassigning the position to County Administration. Commissioner Mitrecic concurred, noting that neither Ocean City or Sussex County have engineers in their planning and zoning divisions.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted 4-3, with Commissioners Bertino, Bunting, Elder, and Nordstrom voting in favor of the motion and Commissioners Church, Mitrecic, and Purnell voting in opposition to the motion, to deny the request to reassign the County Engineer from DRP to County Administration.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Church, the Commissioners unanimously agreed to appoint Joseph Schanno to the Economic Development Advisory Board for the remainder of a four-year term expiring December 31, 2020 to replace John Glorioso who resigned.

Upon nominations by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Vonceilia S. Brown and Mary White to the Social Services Board for additional three-

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year terms each expiring June 30, 2022.

Upon a nomination by Commissioner Elder, the Commissioners unanimously agreed to reappoint George Dix to the Solid Waste Advisory Committee for an additional four-year term expiring December 31, 2022.

The Commissioners answered questions from the press, after which they adjourned until 11:00 a.m. at which time they reconvened to conduct a work session on the proposed Countywide Rental License Program and to review proposed Standard Sewer Flow Calculations.

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Minutes of the County Commissioners of Worcester County, Maryland

July 2, 2019

Work Session

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

The Commissioners conducted a work session to review a proposed Countywide Rental License Program and to review proposed Standard Sewer Flow Calculations.

The Commissioners met with Development Review and Permitting (DRP) Director Ed Tudor to review the proposed Countywide Rental License Program. Also in attendance were DRP Deputy Director Phyllis Wimbrow and Zoning Administrator Jennifer Keener. Mr. Tudor presented four separate legislative bills, which were drafted by staff to address the Commissioners' January 22, 2019 directive to develop a framework for County Code revisions on room tax, mobile and manufactured home park licenses, excise tax, tourist permits, and the Zoning Code to remove all inconsistencies between the various sections of County Law pertaining to various types of lodging facility regulations, as well as to establish new regulations for short-term vacation rentals with regard to single family homes that are needed to create a rental license program and to then develop a draft for the Commissioners' consideration for a Countywide room tax and rental license program that would apply to both long-term and short-term rentals. The legislation includes the following draft bills: (Zoning - Boarding and Lodging Rentals), which eliminates inconsistencies in existing codes, revises definitions, and establishes new regulations for short-term rentals of one-and two-family dwellings; (Taxation and Revenue - Licenses and Permits), which eliminates tourist permits and provides for rental licenses for any sleeping accommodations; (Taxation and Revenue - Hotel Rental Tax), which updates the language with regard to rental units and with reference to State law to extend the term of occupancy for which room tax applies, and to make certain stylistic changes with regard to language; and (Taxation and Revenue - Mobile and Manufactured Home Park Licenses), which amends the Taxation and Revenue Article to repeal Title I, Subtitle V, Mobile and Manufactured Home Park Camp Licenses. Mr. Tudor thanked DRP Deputy Director Phyllis Wimbrow, Zoning Administrator Jennifer Keener, County Attorney Maureen Howarth, and Finance Officer Phil Thompson for collaborating with him to get all the various pieces from the different Code sections to align.

Mr. Tudor reviewed the details of the draft bill regarding (Zoning - Boarding and Lodging Rentals) to include updates to several sections of the Zoning Code and to add an entirely new section. He explained that the bill repeals the definition of boarder or lodger and replaces it with

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lodger to be a person who receives sleeping accommodations for 28 days or less, regulates short term rentals, and limits the number of rental contracts to one for any overnight period per residential unit regardless of the number of rooms. In response to questions by Commissioner Bunting, Mr. Tudor advised that a short-term rental is considered any length of time up to 28 days in any district where residential structures are present, excluding any bed-and-breakfast establishment. He further advised that water and sewer equivalent dwelling units (EDUs) are issued for the dwelling, rather than the number of occupants. He further confirmed that under one contract, the lodgers would be limited to one housekeeping unit, which allows up to five unrelated individuals. He confirmed that property owners who open their homes for use as short term rentals would not be required to purchase additional equivalent dwelling units (EDUs).

In response to questions by Commissioner Bertino, Mr. Tudor stated that disruptions caused by short term rentals were the number one complaint communicated to staff while researching jurisdictions that permit multiple lodgers per residential unit; therefore, staff crafted the bill specifically to avoid such situations by limiting the number of rental contracts to one during any overnight period and limiting the number of adult lodgers renting each rental unit to two. With regard to off-street parking, Mr. Tudor confirmed that, under the existing zoning law, two off-street parking spaces are required for each residence, and that number is not currently proposed to increase in the draft bill before them for consideration today. In response to a question by Commissioner Mitrecic, Mr. Tudor confirmed that the Commissioners did adopt significant changes in parking requirements for commercial structures during the 2009 Comprehensive Zoning text amendments, but residential structures were not included in those changes. Commissioner Bunting suggested that rental property should be required to have one or two additional off-street parking spaces.

Mr. Tudor reviewed the details of the draft bill entitled (Taxation and Revenue - Licenses and Permits), which eliminates Section TR 2-201 - Tourist Permits from Subtitle II - Permits and adds a new Section TR 2-106 regarding Rental Licenses. He stated that the crux of the new language in this bill is to require a license for each residential unit, to assign a flexible fee schedule to cover the cost of administering the program, and to authorize the County upon receipt of a complaint to inspect said short-term rental to assure compliance with the license.

In response to questions by Commissioner Bunting regarding individuals residing full-time in a campground that only permits occupancy eight out of 12 months per year, Mr. Tudor stated that rental licenses issued for short-term rentals in campgrounds would reflect the occupancy limits assigned to each campground. In response to questions by Commissioner Bertino regarding what benefit an elderly individual living on a fixed income would get by purchasing a rental license, Mr. Tudor advised that the permit would allow that person to derive rental income from his or her home. He confirmed that as written the bill would require licenses to be renewed annually, but that inspections would be complaint driven, not mandatory. Furthermore, the bill includes language that would permit the County to revoke a rental license for up to three years for failure to comply with the law.

In response to comments by Commissioner Mitrecic, Mr. Tudor confirmed that this bill protects property owners whose units serve as short-term rentals as well as the surrounding neighbors.

Mr. Tudor reviewed the details of the draft bill entitled (Taxation and Revenue - Hotel Rental Tax), which he advised modernizes the language and includes no substantive changes.

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There were no questions from the Commissioners regarding this draft bill.

Mr. Tudor reviewed the details of the draft bill entitled (Taxation and Revenue - Mobile and Manufactured Home Park Licenses), which completely repeals the provision in the law today regarding the excise tax for mobile and manufactured home parks. In response to a question by Commissioner Elder, Mr. Tudor stated that this legislation is designed to be revenue neutral, as excise taxes would be replaced by license fees.

In response to questions by Commissioner Bunting, Mr. Tudor stated that the new legislation would eliminate self reporting entirely, and the mobile and manufactured home park owners would be required to pay a rental license fee per site, regardless of how often each site is rented. He confirmed that the owners, not the renters, would be required to pay these fees.

In response to a question by Commissioner Mitrecic, Mr. Tudor confirmed that the Commissioners could assign separate permit fees for different categories of short-term rentals.

Commissioner Mitrecic stated that this legislation will allow the County to collect room tax on short-term rentals and thus create a much-needed, new revenue stream. In response to questions by Commissioner Bertino about the possible future impact of limiting the number of adult occupants on a single contract, Mr. Tudor stated that the Commissioners could amend that number in the future if they choose to do so. Commissioner Bunting thanked staff for their work to place reasonable limits on the use of short-term rentals, noting that property owners residing in subdivisions have the right to do so without being subjected to the disruptions associated with a business being located next door to their homes.

Following much discussion, staff agreed to present these draft bills for introduction on July 16, 2019.

The Commissioners adjourned for lunch.

The Commissioners met with Assistant Chief Administrative Officer Kelly Shannahan and Sewer Committee members to review a resolution proposed by the Sewer Committee to establish standard sewer flow calculations for determining required capacity to serve residential and non-residential land uses to be served by public sewer systems in the County, to assist the County in definitively determining the number of equivalent dwelling units (EDUs) required to serve proposed development, and to ensure that the sale and allocation of EDUs will not exceed the rated capacity of a wastewater treatment plant (WWTP). Mr. Shannahan recognized fellow Sewer Committee members Chief Administrative Officer Harold Higgins, County Attorney Maureen Howarth, Public Works Director John Tustin, Public Works Deputy Director John Ross, Development Review and Permitting Director Ed Tudor, Environmental Programs Director Bob Mitchell, Environmental Programs Deputy Director David Bradford, Finance Officer Phil Thompson, and Enterprise Fund Controller Jessica Wilson. Mr. Shannahan reviewed situations in which applicants incorrectly calculated the number of EDUs needed for a project and advised that this resolution includes a formal policy as well as a Table of Standard Sewer Flow Calculations, based primarily on State guidelines and reflecting local standards based on experience with actual flows generated by similar existing land uses in Worcester County and other nearby jurisdictions. Mr. Shannahan reviewed the draft resolution and calculations and stated that, as new data is collected on actual flows, these standard flow calculations can be periodically updated by the Commissioners to more accurately reflect the projected capacity

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required to serve all types of development.

Commissioner Bunting expressed numerous concerns regarding how staff arrived at the proposed sewer flow calculations, specifically for shell buildings, where the developer does not initially know what the final uses will be. With regard to subjective flow calculations, Commissioner Bunting stated that the County should allocate EDUs based on a specific seating plan. Mr. Shannahan stated that it is incumbent on the County to correctly project the number of EDUs needed to serve commercial and other forms of development. He stated that the County can eliminate subjectivity from the process by establishing these local standards that can consistently be applied across the board to all new development in the County. He explained that it is ideal for an accurate number of EDUs to be assigned to a building at the time of construction, not after. Specifically, he pointed out that it could be problematic for all involved if a developer purchases one sewer EDU when building a shell building and then later decides to use it as a restaurant, as there may not be enough EDUs in the service area to accommodate the new use. Mr. Shannahan reiterated that the specific purpose of the proposed sewer flow calculations is to provide a consistent, business-friendly formula, much like a drop-down menu of options, that streamlines the EDU calculation process and lessens the existing staff workload. Commissioner Mitrecic also expressed concern regarding the EDUs for shell buildings, but concurred with the majority of the proposed flow standard sewer flow calculations proposed by staff, provided the County periodically revisits and adjusts the calculations based on actual usage and does not over-allocate EDUs.

Commissioner Bertino discussed a recent episode in which developer Palmer Gillis came to the County to purchase additional water and sewer EDUs the day of the ribbon cutting for the opening of a new medical campus. He then questioned how a project of this magnitude could get that far along in the process without staff catching such an error. Commissioner Mitrecic concurred. In response to concerns raised by Commissioners Bertino and Mitrecic, Mr. Shannahan advised that the Table of Standard Sewer Flow Calculations would have avoided that problem by applying specific standard flow for the proposed use rather than relying on information reported by the applicant.

Mr. Mitchell stated that Environmental Programs has effective and accurate rules for assigning EDUs and expressed concern with the criticism of past practices. In response, Mr. Higgins noted that this was an emotional issue for the Sewer Committee to tackle, and the recommendations before the Commissioners were developed by consensus. He assured everyone in attendance that these recommendations would in no way alter the authority granted to Environmental Programs in the development approval process.

Following much discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to assign three Commissioners to meet with the Sewer Committee to review the resolution and flow calculations line-by-line at their July 9, 2019 meeting and amend the table as necessary to address the Commissioners' numerous concerns to assure each flow calculation is as accurate as possible, and with the Commissioners to review the revised resolution prior to scheduling a public hearing to receive public comment on the resolution to establish standard sewer flow calculations.

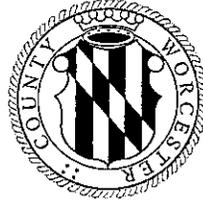
Following further discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously appointed Commissioners Bunting, Church, and Mitrecic to represent the Commissioners at the next Sewer Committee meeting on July 9 to review the draft

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resolution and standard sewer flow calculations table.

The Commissioners answered questions from the press, after which they adjourned to meet again on July 16, 2019.

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

COMMISSIONERS
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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

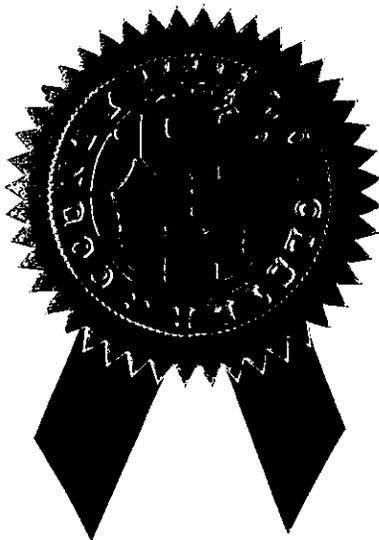
COMMENDATION

WHEREAS, Sergeant John H. Everett, III has contributed 20 years of dedicated service to Worcester County Government where he began his career on October 21, 1998; and

WHEREAS, Sergeant Everett played an integral role as a Correctional Officer within the Worcester County Jail. His expertise and experience have been instrumental in the overall management of the Jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeant John H. Everett, III** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

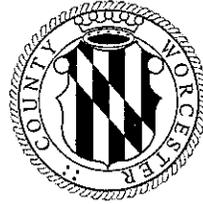
Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

Citizens and Government Working Together



OFFICE OF THE
COUNTY COMMISSIONERS

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

COMMISSIONERS
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Worcester County

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SNOW HILL, MARYLAND

21863-1195

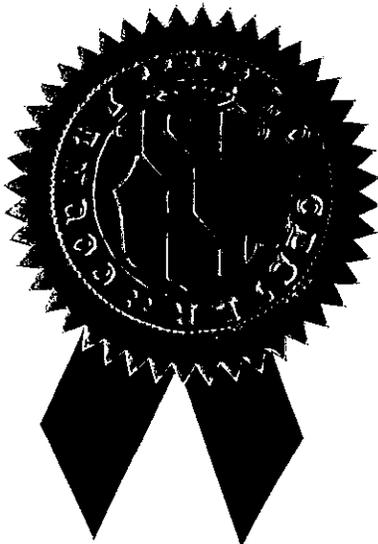
COMMENDATION

WHEREAS, Lisa Outten Harrison has contributed 32 years of dedicated service to Worcester County Government, where she began her career on April 15, 1987; and

WHEREAS, Ms. Harrison played an integral role as the Adult Program & Public Relations Manager within the County Library, where her expertise and experience have been instrumental in the overall management of the Library.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Lisa Outten Harrison** for her years of devoted service and wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

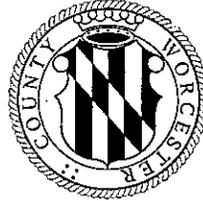
Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom



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

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21863-1195

COMMENDATION

WHEREAS, David L. Ayres has contributed 16 years of dedicated service to Worcester County Government, where he began his career on April 4, 2002; and

WHEREAS, Mr. Ayres played an integral role as a Traffic Control Foreman within the Roads Division of Public Works, where his expertise and experience have been instrumental in the overall management of this division.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **David L. Ayres** for his years of devoted service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



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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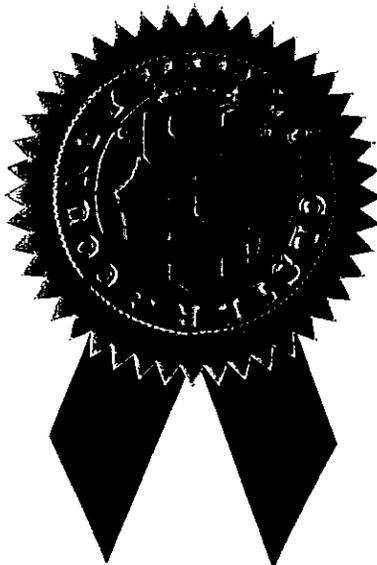
COMMENDATION

WHEREAS, James C. Morgan has contributed 13 years of dedicated service to Worcester County Government, where he began his career on December 5, 2005; and

WHEREAS, Mr. Morgan played an integral role as a Recycle Worker I within the Solid Waste Division of Public Works, where his expertise and experience have been instrumental in the overall management of this division.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **James C. Morgan** for his years of devoted service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



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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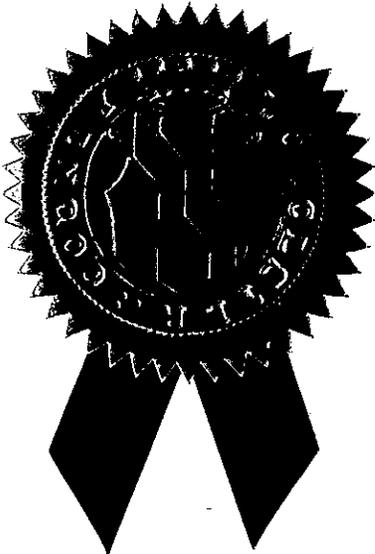
COMMENDATION

WHEREAS, Dennis M. Looney has contributed 18 years of dedicated service to Worcester County Government, where he began his career on June 1, 2000; and

WHEREAS, Mr. Looney played an integral role as a Recycle Foreman within the Solid Waste Division of Public Works, where his expertise and experience have been instrumental in the overall management of this division.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Dennis M. Looney** for his years of devoted service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

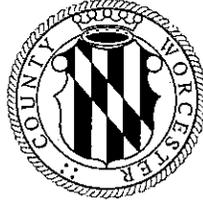
Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom



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21863-1195

COMMENDATION

WHEREAS, Russell H. Blake has contributed 31 years of dedicated service to Worcester County Government where he began his career on September 5, 1987; and

WHEREAS, Mr. Blake played an integral role as the Construction Supervisor within the Water and Wastewater Division of Public Works. His expertise and experience have been instrumental in the overall management of this division.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Russell H. Blake** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



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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COMMENDATION

WHEREAS, School Resource Officer Eric H. Hutchinson has contributed six years of dedicated service to the Worcester County Sheriff's Office, where he began his career with the department on August 5, 2013; and

WHEREAS, Officer Hutchinson's expertise and experience have been instrumental in helping the Worcester County Sheriff's Office fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **School Resource Officer Eric H. Hutchinson** for his years of devoted service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

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COMMENDATION

WHEREAS, K9 Officer Edo (badge no. 3139) contributed over seven years of devoted service to the Worcester County Sheriff's Office from May 2012 to December 31, 2019; and

WHEREAS, K9 Officer Edo has been instrumental in explosives detection, including responding to a bomb threat at the Salisbury Mall and threats made against Worcester County public schools. He answered calls for service, apprehended felons throughout the three Eastern Shore states, and helped to keep Corporal Dale Trotter, his human police partner, safe.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **K9 Officer Edo** for his years of devoted service to Worcester County, and we wish this exceptional police K9 a long, happy, and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

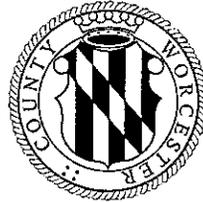
Madison J. Bunting, Jr.

James C. Church

Theodore J. Elder

Joshua C. Nordstrom

Citizens and Government Working Together



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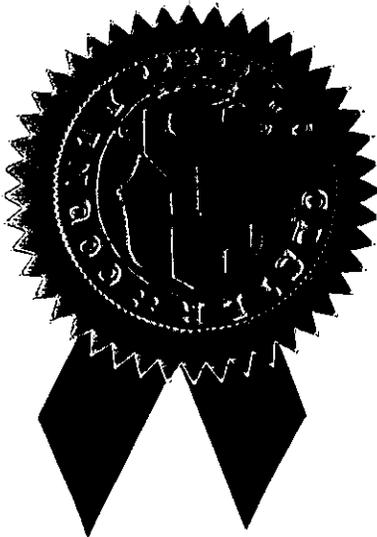
COMMENDATION

WHEREAS, Court Deputy Louis J. Esposito has contributed 12 years of dedicated service to the Worcester County Sheriff's Office, where he began his career with the department on July 31, 2006; and

WHEREAS, Court Deputy Esposito's expertise and experience have been instrumental in helping the Worcester County Sheriff's Office fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Court Deputy Louis J. Esposito** for his years of devoted service and wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

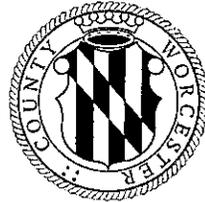
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Theodore J. Elder

Joshua C. Nordstrom



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COMMENDATION

WHEREAS, Sergeant Michael Lupiwok, Jr. contributed 21 years of service with the Worcester County Sheriff's Office, where he began his career on September 9, 1998; and

WHEREAS, Sergeant Lupiwok's expertise and experience has been instrumental in helping the Worcester County Sheriff's Office fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeant Michael Lupiwok, Jr.** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



Diana Purnell, President

Joseph M. Mitrecic, Vice President

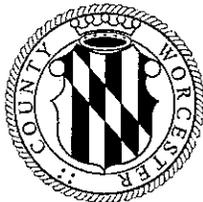
Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

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MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

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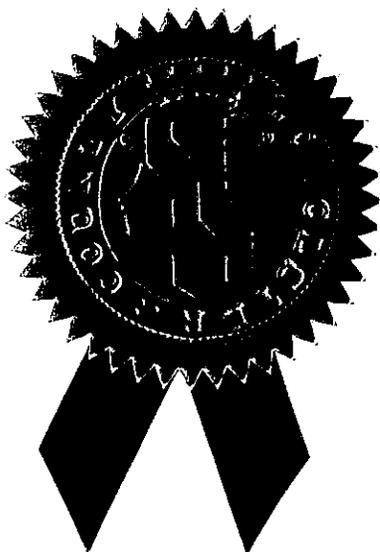
COMMENDATION

WHEREAS, Lieutenant Neil F. Adams contributed 27 years of service with the Worcester County Sheriff's Office, where he began his career on July 1, 1992; and

WHEREAS, Lt. Adams' expertise and experience has been instrumental in helping the Worcester County Sheriff's Office fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Lieutenant Neil F. Adams** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Nineteen.



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

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



2

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

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21863-1195

MEMORANDUM

TO: Chief Administrative Officer Harold Higgins
FROM: Kim Moses, Public Information Officer *K.M.*
DATE: July 9, 2019
RE: JKMF Request for Letter of Grant Support

Jesse Klump Memorial Fund (JKMF) members are requesting a letter of support from the County Commissioners to include with an application they will be submitting for an FY19/FY20 Maryland Agricultural Education and Rural Development Assistance Fund (MAERDAF) grant. The grant funds will be used to continue to fund the JKMF Save a Shore Farmer campaign, which was launched last year and is proving vital in helping farmers suffering from mental illness to seek local healthcare services to overcome depression and thoughts of suicide. A part of the campaign includes billboards on U.S. Rt. 113 addressing the Save A Shore Farmer campaign.

The Save A Shore Farmer campaign is being run in conjunction with the work of the Jesse Klump Memorial Fund and Suicide Prevention Coalition to raise awareness about the high rates of suicide among the farming community.

A draft letter supporting the JKMF grant request is attached for Commission President Purnell to sign.



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SNOW HILL, MARYLAND

21863-1195

July 16, 2019

DRAFT

Program Coordinator Samuel W. Biddle
Rural Maryland Council
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

Dear Mr. Biddle:

On behalf of the Worcester County Commissioners, I would like to express our support of the Jesse Klump Memorial Fund (JKMF) application for an FY19/FY20 Maryland Agricultural Education and Rural Development Assistance Fund (MAERDAF) grant. Worcester County is heavily dependent on agriculture, and the JKMF "Save a Shore Farmer" campaign launched last year with MAERDAF grant funds is proving vital in helping farmers suffering from mental illness to seek local healthcare services to overcome depression and thoughts of suicide.

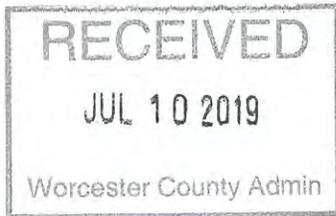
Farming creates thousands of jobs in Worcester County. Not only do farm families rely on agriculture to sustain themselves, but many other allied businesses – seedsmen, implement suppliers, irrigation companies, and poultry processors among others – directly serve farms, and they suffer when agriculture suffers.

Tragically, farmers working with the JKMF report that stress and financial pressure in their industry are higher than at any time since the national farm crisis of the 1980s. Yet, even with this increased pressure, the JKMF recognizes that no other demographic is more likely to avoid mental health care. Therefore, we are grateful for the JKMF "Save a Shore Farmer" campaign for opening lines of communication, strengthening the connection between farm families and local healthcare services, and saving lives by increasing awareness of the risk of suicide to farm families and stressing that suicide is preventable.

In closing, the Commissioners recognize the importance of and necessity for this vital work to continue, and we applaud the JKMF for providing exceptional programs that are saving the lives of farmers in Worcester County.

Sincerely,

Diana Purnell
President



Snow Hill (Main Office)
410-632-1100
Fax 410-632-0906



Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249
www.worcesterhealth.org

3

Rebecca L. Jones, RN, BSN, MSN
Health Officer

MEMORANDUM

To: Kathy Whited

Date: July 09, 2019

From: David M. Beach II

RE: FY20 Unified Funding
Document Signature Page

Please have the attached Fiscal Year 2020 Unified Funding Document (UFD)- Signature Page signed where indicated.

The UFD is the approved base awards from the State of Maryland totaling \$7,766,441.

When signed, please call me at 410-632-1100 Ext 1215 and I will arrange to have it picked up.

Thank you for your help.

To: Rebecca Jones
From: David M. Beach II
Subject: FY2019 Unified Funding Document
Date: 7/8/19

MEMORANDUM

Dear Rebecca,

Attached is our FY2020 LHD Unified Funding Agreement information, which includes the Conditions of Human Service Agreement Statement and Assurance of Compliance.

After your review and signatures, I will forward to Kathy Whited to request the County Commissioner's President Diana Purnell signature on the Unified Funding Document Signature Page, as the Local Executive Authority.

Thank you,
David M. Beach II

Approved by:

Heather Barton
Heather Barton

7/8/19
Date

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

Condition of Human Service Agreement Statement - DHMH 433

The following conditions are understood and accepted by the vendor organization certified below as conditions binding upon the vendor organization upon the receipt of human service agreement funds from the Department of Health and Mental Hygiene (DHMH):

1. All funds received by the vendor in connection with this award will be utilized for the purpose of the approved project as described in the Human Service Contract Proposal. All expenditures not in accordance with the human service agreement award or its modifications are the responsibility of the vendor. The vendor and its independent contractors will maintain accounting records, which are adequate to provide accountability for the use of DHMH human service funds, and maintain a written cost allocation plan, where applicable.
2. The vendor will complete reports and statements concerning the projects in the manner and form prescribed by the Department of Health and Mental Hygiene. Failure to submit any report when due may result in suspension of funding until the report is received. Failure to submit the Annual Report form DHMH 440 within 60 days after the end of agreement period may result in delay, suspension, and possible cancellation, of funding.
3. The vendor and its independent contractors will make available its project records for inspection and audit within a reasonable time, upon request by the Department of Health and Mental Hygiene. In addition, the vendor must comply with all information and data request from DHMH or its representatives.
4. The vendor agrees to comply with the "Standards for Audit of Human Services Sub-Vendors" issued by the DHMH Office of the Inspector General Audit Division.
5. The vendor agrees, within 60 days after the end of the agreement period or fiscal year, whichever is earlier, to complete and electronically submit the Schedule of Sub Vendors to the DHMH Office of the Inspector General Audit Division, at: charlesl.thomas@maryland.gov the Schedule of Sub Vendors can be found at http://www.dhmh.maryland.gov/pages/sf_gacct.aspx
6. The vendor agrees to comply with OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, which requires that certain recipients of federal funds have an independent "single audit" prepared.

Vendors are required to forward, within 30 days of issuance, all A-133 audits to the DHMH Office of the Inspector General Audit Division to the following address:

Department of Health and Mental Hygiene
Office of the Inspector General's Audit Division
201 West Preston Street, Room L-7
Baltimore, Maryland 21201

7. The vendor affirms that services will be made available to those unable to pay for such services.
8. The vendor affirms that it has read and understands the Department of Health and Mental Hygiene (DHMH) regulation, COMAR 10.02.01, Charges for Services Provided through the Department of Health and Mental Hygiene, which requires that recipients of services and chargeable persons shall be liable for payment of services based on the ability to pay.
 - 8.1 The vendor agrees to submit a Schedule of Charges as requested by the Division of Cost Accounting and Reimbursement, and to charge recipients of services the fee approved by the Department.
 - 8.2 The vendor agrees to determine the recipient's ability to pay the fee set by the Department as stipulated in COMAR 10.02.01.
 - 8.3 The vendor agrees to use only the DHMH approved ability to pay schedules, unless another schedule has been approved by the Secretary.
 - 8.4 The vendor agrees that failure to use the Department's approved ability to pay schedule will result in an audit exception.
9. The vendor affirms that in relation to employment and personnel practices, there shall be no discrimination because of race, creed, color, sex or country of national origin.
 - 9.1 The vendor agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681 et seq.) which prohibits sex discrimination in federally assisted education programs, including those in health care institutions.
 - 9.2 The vendor agrees to comply with the Age Discrimination Act of 1975 (ADA) (42 U.S.C. Section 6101) which prohibits exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance.
 - 9.3 The vendor agrees to comply with the requirements of the Americans with Disabilities Act of 1990, where applicable, and will contact Program Administrator for specific compliance information.
 - 9.4 The vendor agrees to submit an Affirmative Action Plan, (including, if applicable, a plan for Section 503 of the Rehabilitation Act.), to the Department of Health and Mental Hygiene Office of Community Relations within six (6) months after the date of the award letter if it has not already been submitted. If a current Affirmative Action Plan has been submitted give the date of submission.
10. The vendor agrees to comply with DHMH Policy 01.03.02 (Policy on Research Involving Human Subjects and the DHMH Institutional Review Board (IRB)) when conducting research involving human subjects.
11. The vendor agrees to complete and submit Certification Regarding Lobbying and Disclosure of Lobbying Activities.

Public Law 101-121, Section 1352, prohibits any recipient of funds, which originated as federal funds, from using such funds to lobby Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. A recipient of more than \$100,000 of such funds must: (1) file a certification that they have neither used nor will use such funds for federal lobbying and, (2) disclose, on Standard Form LLL, the details of any agreements with lobbyists paid, with profits from federal contracts or with funds other than federal funds. Failure to file the required certification may be punishable by a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Prohibitions and Limitations on Lobbying by Grantees: Lobbying can be an attempt to influence legislation, or any government decision making, in the legislative or executive branches of government. It can be direct, or indirect, such as urging members of a special interest group or the public to support a member of a special interest group or the public to support a certain policy. OMB Circular A-122, Cost

Principles for Non-Profit Organizations specifies that most lobbying activities (to influence federal activities), as well as electioneering on the state or local level, are unallowable as charges to federal grants and contracts.

12. The vendor agrees to complete and submit the Certification Regarding Environmental Tobacco Smoke, P.L. 103-227, also known as the Pro-Children Act of 1994.
13. The vendor agrees to complete and submit the Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions and, where applicable, have its sub vendors complete Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
14. The vendor agrees to complete and submit the Federal Fund Accountability and Transparency Act – Sub Recipient information form.
15. The current federal appropriation act law prohibits the use of federal funds from either the U.S. Department of Health and Human Services' National Institutes of Health (NIH)-which includes the National Cancer Institute) or the Substance Abuse and Mental Health Services Agency (SAMHSA), to pay the direct salary of an individual at a rate in excess of "Level 1 of the [federal] Executive Schedule."

Date Submitted: 7/8/19 Certified on Behalf of: Worcester County Health Department

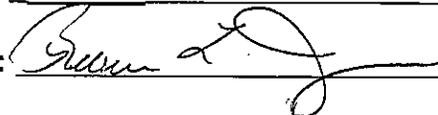
By: Rebecca Jones, RN, BSN, MSN

Title: Health Officer

Date: 7/8/19

Agreement Title: Fiscal Year 2020 Unified Funding Document

Agreement Number: Various

Signature of Official: 

LOCAL HEALTH DEPARTMENT

UNIFIED FUNDING DOCUMENT (UFD) - SIGNATURE PAGE

As Health Officer for Worcester County Health Department, my signature below signifies

- I will implement the described human service agreement program within the proposed budget, including all supplementary detail schedules, in accordance with the guidelines established by the Maryland Department of Health.
- I have reviewed and will comply will all relevant conditions of award, included in the **Fiscal Year 2020** Unified Funding Document Conditions of Awards, for all awards included listed on the attached Fiscal Year 2019 Unified Funding Document and any subsequent amendment thereto.

Applicant: Worcester County Health Department
Name

P.O. Box 249
Address

Snow Hill, MD 21863
Address

Signature: *J. Heather Barton*
Authorized Official

Director Of Administrative Services 7/8/19
Title Date

Contact Person/Phone # 410-632-1100 Ext 1210

Health Officer Approval: *[Signature]* 7/9/19
Signature Date

Local Executive Authority: _____
(if applicable) Signature Date

Notes:

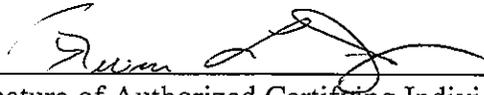
- (1) Advisory Council's recommendation should be attached, if none please explain.
- (2) The health officer and the local government chief executive officer in the case of political subdivisions or municipal governments must sign all new applications, supplemental budgets, and renewals, where applicable.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.



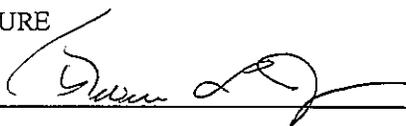
Signature of Authorized Certifying Individual

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

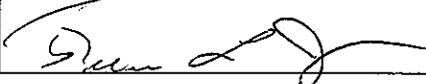
NAME OF APPLICANT Worcester County Health Department	
AWARD NUMBER AND / OR PROJECT NAME 2020 UFD Awards - ALL	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Rebecca Jones, RN, BSN, MSN Health Officer	
SIGNATURE 	DATE 7/9/19

CERTIFICATION REGARDING LOBBYING
 Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Award No. 2020 UFD Awards - ALL	Organizational Entity Worcester County Health Department
Name and Title of Official Signing for Organizational Entity Rebecca Jones, RN, BSN, MSN Health Officer	Telephone No. Of Signing Official 410-632-1100 Ext 1030
Signature of Above Official 	Date Signed 7/19/19

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See page 2 for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date (s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information required through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If know, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

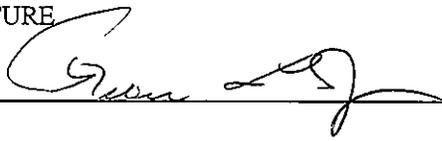
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

NAME OF APPLICANT Worcester County Health Department	
AWARD NUMBER AND / OR PROJECT NAME 2020 UFD Awards - ALL	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Rebecca Jones, RN, BSN, MSN, Health Officer	
SIGNATURE 	DATE 7/19/19

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

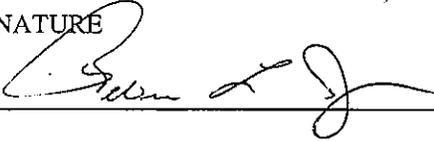
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility a Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

NAME OF APPLICANT Worcester County Health Department	
AWARD NUMBER AND / OR PROJECT NAME 2020 UFD Awards - ALL	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Rebecca Jones, RN, BSN, MSN Health Officer	
SIGNATURE 	DATE 7/9/19

**Federal Funding Accountability and Transparency Act
Sub-Recipient Information**

Sub-recipient's DUNS Number (provide 4 digit suffix if applicable)

VENDOR NAME AND ADDRESS (Same information associated with the DUNS NUMBER provided above)

Name: Worcester County Health Department

Address 1: 6040 Public Landing Road

Address 2:

City: Snow Hill

State: MD

Zip + 4: 21863-0249

Country: United States

VENDOR NAME AND ADDRESS (Primary Place of Performance - Complete if Different from Above)

City:

State:

Zip + 4:

Country:

Sub-recipient's Federal Tax Identification Number

52-1835864

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity represented by the above DUNS number) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? YES NO **If answer is YES, answer next question below.**

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity represented by the above DUNS number) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? YES NO **If answer is NO, provide your entity's Top 5 Highly Compensated Officers below.**

List Top 5 Highly Compensated Officers	Officer's Name	Officer's Compensation

Optional - Provide additional comments on an attachment to explain your answers.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

DATE

Debra H. Jones, Health Officer

SIGNATURE OF AUTHORIZED REPRESENTATIVE

7/19/19

MDH 434
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND SECTION 503 AND 504 OF THE REHABILITATION ACT OF 1973,
AS AMENDED

As a condition necessary to the award of State and/or Federal funds, _____
_____ Worcester County Health Department _____ (hereinafter called the Applicant).

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with Section 503 and 504 of the Rehabilitation Act of 1973, their amendments and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services issued pursuant to these Acts (45 CFR Parts 80 and 84), to the end that no person in the United States and/or State of Maryland shall on the grounds of race, color, national origin, or handicapped status, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by an applicant that receives Federal and/or State financial assistance from the State of Maryland, Department of Health and Mental Hygiene; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color or national origin in any Aprogram or activity receiving federal financial assistance≡ [42 U.S.C. 2000 (d)] (Discrimination on the basis of sex is addressed by a different law.) It does not extend to employment practices unless providing employment is a primary objective of the federal assistance but relates to the provision of services in a non-discriminatory manner. AEach state agency administering a continuing program that receives federal financial assistance is required to establish a Title VI compliance program for itself and its sub recipients≡ (20 CFR Sec. 42.410).

In addition, the Applicant agrees that there will be no discrimination in any phase of employment practices, policies or procedures on the basis of race, religion, age, sex, political affiliation or handicap.

Section 503 of the Rehabilitation Act of 1973, as amended: requires federal contractors and subcontractors to take affirmative action to employ and advance in employment qualified disabled people (as opposed to the nondiscrimination of Section 504). An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

In addition, Section 503 of the Rehabilitation Act of 1973 requires the following clauses in all contracts and subcontracts involving federal funds of \$10,000 or more. The required clauses are:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment

6practices such as the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selector for training, including apprenticeship.

- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more of federal funding unless exempted by rules, regulations, or orders of the (federal) secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance (41 CFR 60-741.4.4)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.): prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires that all recipients of federal funds analyze and make any needed changes in three general areas of operation: programs and activities, facilities, and employment. A Recipient≡ is specifically defined to include sub recipients. It states among other things that:

A Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.≡

THE ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal and/or State financial assistance extended after the date hereon to the Applicant by the State of Maryland, Department of Health and Mental Hygiene, including installment payments after such date on account of applications for Federal and/or State financial assistance which were approved before

such date. The Applicant recognizes and agrees that such Federal and/or State financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States and/or State of Maryland shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

The recipient: (Check (a) or (b))

a. () employs fewer than fifteen persons;

b. (X) employs fifteen or more persons and has designated the following person(s) to coordinate its efforts to comply with these DHHS regulations for Section 504.

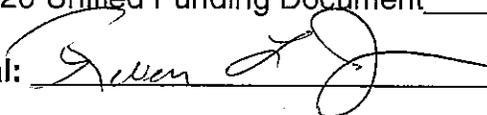
Heather Barton, Director Of Administrative Services
Name of Designee(s) - Type or Print

Date: 7/9/19 _____ Worcester County Health Department _____
(Applicant)

By: Rebecca Jones, RN, BSN, MSN Health Officer _____
(President, Chairman of Board, or comparable authorized official)

P.O. Box 249 _____
Snow Hill, MD 21863 _____
(Applicants Mailing Address)

Grant Title: FY2020 Unified Funding Document Grant Number: Various

Signature of Official: 

KATHRYN GORDON
Director

kgordon@co.worcester.md.us

100 Pearl Street Suite B
Snow Hill, Maryland 21863
Phone: 410-632-3112
Fax: 410-632-5631



4

DEPARTMENT OF
ECONOMIC DEVELOPMENT

Worcester County

TO: Worcester County Commissioners
FROM: Kathryn Gordon, Director 
DATE: July 10, 2019
RE: Pocomoke City Public Water Line Extension Project and the Rural Maryland Prosperity Investment Fund through Rural Maryland Council

The Rural Maryland Council (RMC) is a State rural development council consisting of community-based organizations, federal, state, local, and municipal government officials that collectively address the needs of Rural Maryland communities. RMC is accepting applications for the Rural Maryland Prosperity Investment Fund (RMPIF), a targeted investment in Maryland's traditionally disadvantaged and underserved rural communities to help raise the overall standard of living in rural areas and promote economic prosperity. RMPIF consists of four categories: Entrepreneurship, Health Care, Infrastructure, and Regional Councils. Infrastructure is the category focused on in this memo.

Pocomoke City owns approximately 80 acres of land available for commercial development with access to U.S. Route 13 South as well as access to Old Virginia Road on the west side of the property. Public sewer service is available at this property, but not public water. It is Pocomoke City's goal to extend public water service to this commercial property, as well as surrounding properties, to encourage commercial development and attract businesses that generate revenue and create full-time, family-sustaining jobs in Pocomoke City and Worcester County. Worcester County Economic Development continues to explore opportunities to assist with projects within the county that promote growth. The extension of infrastructure to this property will allow the property to be more readily available for development and afford the southern portion of Worcester County the necessary assets to attract private sector businesses, relieving conditions for unemployment and underemployment. The total estimated cost of the project is \$500,000. RMPIF Infrastructure Project would provide matching grants for projects that involve two or more units of local government up to 25 percent (\$125,000) of the total project cost with applicants securing the remaining 75 percent (\$375,000) through local, private

and federal funds. Pocomoke City's Planning Director Daniel Brandewie will be working alongside Worcester County to secure funds for the remaining cost of the project, provide detailed project information and project execution should the application be approved. The application deadline is Friday, July 26. I have attached the FY 2020 RMPIF Grant Guidelines and Criteria along with the application material for your review.

With the deadline for submission quickly approaching, I am requesting your approval to partner with Pocomoke City and apply for the Rural Maryland Prosperity Investment Fund to assist with the public water line extension to the commercial property on U.S. Route 13 with the understanding that Worcester County is not obligated to continue with the grant project should additional funding sources for the remaining cost of the project not be found.

**FY 2020 Rural Maryland Prosperity Investment Fund
Grant Guidelines and Criteria**

Regional Infrastructure Projects

Overview: The objective of the Rural Maryland Prosperity Investment Fund is to help raise the overall standard of living in rural areas to a level that meets or exceeds statewide benchmark averages by 2030, while preserving the best aspects of a pastoral heritage and rural way of life. Resources provided to the Fund are designed to facilitate significant targeted investments in important economic and community development programs and promote regional and intergovernmental cooperation. These investments will also enable local and regional public and nonprofit organizations to leverage additional non-state financial and human resources to facilitate the realization of sustainable rural development objectives. The Fund will serve the interests of the entire State by:

- encouraging the increase of entrepreneurial activity and commerce and a balanced economy in the State;
- relieving conditions of unemployment and underemployment in rural areas;
- assisting in the retention of valuable farm and forest land for productive use by present and future generations;
- promoting intergovernmental cooperation and public sector/private sector partnerships in and between rural and other areas;
- enhancing the deployment of housing, transportation, water, wastewater, and broadband communications infrastructure and services in rural areas;
- supporting rural commercial center redevelopment and community revitalization efforts; and
- generally promoting the health, happiness, safety, employment opportunity, and general welfare of the residents of each of the rural counties and municipal corporations of the State.

Infrastructure: Infrastructure improvement – from traditional public facilities like roads and sewage treatment plants to such increasingly important amenities as workforce housing – are vital to healthy, flourishing communities. For instance, about half of the State’s major sewage treatment facilities and 90 percent of small community waste water systems are located in rural areas, and many of these are experiencing difficult problems associated with aging collection and treatment infrastructure.

Rural regional infrastructure projects would provide matching grants for projects that involve two or more units of local government and are related to broadband, water, wastewater, transportation, workforce housing, and commercial/industrial facilities up to 25 percent of the total project cost. Workforce housing is defined as housing targeted to 80 to 120 percent of median income of the community in which the employees work. Other potential projects could include GIS services to modernize and improve utility infrastructure data and renewable energy facilities such as biomass, solar or wind electricity or thermal heat generators.

Decisions: Grant award determinations for entrepreneurship, infrastructure and health care applications are made by the independent Maryland Agricultural Education and Rural Development Assistance Fund Grant Review Board set by law and consisting of the Secretaries (or their designee) of the Departments of Agriculture, Business and Economic Development (now Commerce), Health and Mental Hygiene, Housing and Community Development and

Natural Resources as well as the Chair (or the designee) of the Rural Maryland Council. Decisions by the MAERDAF Grant Review Board are final and binding.

Fiscal Year 2020: For Fiscal Year 2020, the State has budgeted \$1,027,833.00 in General Funds for the infrastructure portion of the RMPIF program.

Please contact the RMC Executive Director at (410) 841-5772 for any administrative guidance. For more background, see: www.rural.maryland.gov

Call for Letter of Intent Due: Friday, May 31, 2019
Full Application Deadline: Friday, July 26, 2019
Awards will be announced by: Monday, August 19, 2019

Guidelines and Criteria for FY 20120 Infrastructure RMPIF Grant Applications

Eligible Applicants: Applicants must be a local government, institute of higher education, regional council, or be a 501(c)(3) IRS tax designation or similar and serve a regional or statewide rural constituency. Community Colleges, Career Technology Centers, Regional Councils and Libraries are eligible applicants. The applicant does not have to be located in a rural area or in the area it serves.

For non-profits, applicants must be in "Good Standing" with the State of Maryland. Go to <http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx> to find if your organization is in good standing with the State of Maryland. We do not require a copy of the certificate; it is sufficient to provide a screen shot and attach it with your application AS LONG AS IT SHOWS WHETHER THE ENTITY IS CURRENTLY IN GOOD STANDING. An explanation for an entity not in good standing must be included with the application otherwise, the application will be rejected.

Eligible Projects: To be eligible, **proposals must be intergovernmental (meaning two units of government)** and be completed between August 1, 2019 and June 30, 2020.

Rural counties: State-determined rural counties are: Allegany, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Garrett, Harford, Kent, Queen Anne's, St. Mary's, Somerset, Talbot, Washington, Wicomico and Worcester. Regional projects may include non-rural counties; the majority of service must be provided in rural areas.

Grant Amounts: There is no maximum grant amount designation; however the Board is optimally looking to fund up to five to six infrastructure projects. Past and current RMPIF and MAERDAF grantees are eligible for a FY 2020 grant if they have met all the requirements of their previous grant agreements, including reporting deadlines.

Eligible Expenditures: The MAERDAF/RMPIF Grant Review Board considers each expenditure as it is detailed in the Application Attachment A.

Salaries and Wages are allowable expenses. It is strongly encouraged to include a statement on sustainability for future years.

Construction and renovation of buildings are eligible expenses. Acquisition of land is not. Permitting costs are eligible expenses. Please include quotes of expenditures.

The purchase or rental of vehicles is an eligible expense. The purchase of equipment is an eligible expense.

Indirect administrative costs are capped at 10%.

Ineligible Expenditures: Contributions, donations or subsequent subawards to third parties are ineligible expenses. Gift cards are also ineligible.

Organized fundraising including financial campaigns, solicitation of gifts or bequests, or similar expenses incurred to raise capital or obtain contributions regardless of the purpose for which the funds will be used are ineligible. Advocacy and lobbying activities are also ineligible.

RMPIF funds are not to supplant existing funding from other sources.

Match Requirements: Applicants must have secured over 75% matching funds from non-state sources. **A match is required for infrastructure projects.** Federal funds are considered matching funds. Local, private and federal funds for the required match are preferred.

Changes and Unused Funds: Only very minor changes in scope are allowed after a grant has been awarded. Some project timelines can also be modified. Unused grant funds must be returned to the Rural Maryland Council no later than July 13, 2020.

Ranking Criteria: The Grant Review Board uses the following criteria in reviewing applications.

Basic Criteria: Applicant meets all basic eligibility requirements – it serves a regional (multi-county) or statewide rural constituency (or is a community college).

Applicant has clearly identified a well substantiated need and developed a Scope of Work that clearly describes specific project activities and how a RMPIF grant will be used.

Proposal will significantly impact the quality of living in rural Maryland. Proposal demonstrates substantial value and lasting impact by providing information which includes relevant background research, opportunities for replication, and a statement of impact.

Specific goals and measurable objectives were clearly stated and appear to be achievable. Goals must be specific, measurable, achievable, reasonable and time-bound. Its Mission Statement is included and lends itself to the activities and goals addressed in the proposal.

The organization has the experience, expertise and resources to deliver on this scope of work. Operational and line-item budgets were included and seem reasonable.

The applicant has significant matching funds of at least 75% of the total project cost from non-state sources.

Other organizations, businesses, agencies and/or other community-based entities have expressed strong support for the organization's work and planned grant activities. Letters of support complement the project narrative. Letters of support and other supportive materials (newspapers articles, etc.) were included.

Project/proposal falls under one or more of the following priorities (entrepreneurship, infrastructure or health care) and clearly defines a designated benchmark and outcome associated with the Rural Maryland Prosperity Investment Fund.

Grant agreements: Awardees are required to execute a grant agreement. A sample blank grant agreement is included as Attachment A.

Record keeping: Grantees are required to record expenditures and file an interim and final report with the RMC. Reporting guidelines are included as Attachment B.

Please include these items in your interim and final report narratives:

1. The dollar amount of this grant.
2. Matching funds secured.
3. The funding period of this grant (as outlined on page one of the Grant Agreement).
4. Name, title, telephone number, and email address of CEO or executive director.
5. Name, title, telephone number, and email address of contact person for this report (if different).
6. Number of jobs created/retained.
7. Number of individuals served (if applicable).
8. Number of instructional hours delivered.
9. Number of services delivered.
10. Signature of executive director or other authorizing official.

Application Process

❖ **Phase 1: Preproposals – Due Friday, May 31, 2019, 5:00pm**

(1) Grantee Portal:

<https://www.grantinterface.com/Home/Logon?urlkey=ruralmaryland>

To submit an LOI, you will need to ensure you have an account in the Grantee Portal.

Please have the following information on hand to create your organization's account:

- An email address that will act as your username
- Your contact information
- Your organization's or fiscal sponsor's information, including the EIN/Tax ID number (required)
- Your organization's website url
- Your organization's Executive Officer's contact information

Please retain a record of your login information as you will need it in the future to access your in-progress applications and your online application history. Applications can be accessed only via the account in which they were started.

If you are unable to access or setup your account or have any technical problems, please contact our offices at 410.841.5772 or rmc.mda@maryland.gov.

- ❖ **Submitted Proposals will be notified Monday, June 24, 2019 of acceptance status. An invitation to submit a full application and materials will be provided to accepted proposal applicants.**

❖ **Don't let your proposal be declared ineligible on a technicality:**

- Proposals received after the deadline will not be accepted and will be deemed ineligible.
- Proposals must be submitted electronically to be received.

If you have any questions, please contact **Charlotte Davis, Executive Director of the Rural Maryland Council** at: charlotte.davis@maryland.gov or (410) 841-5774.

Attachment A

GRANT AGREEMENT FOR DISBURSMENT OF FY 2020 RMPIF AWARDS

Grantee Name: «Grantee_POC_Organization»
Address: «Grantee_POC_Address»
Federal ID Number: «Federal_Tax_ID_Number»

Fiscal Contact: «Grantee_POC_First_Name»
«Grantee_POC_Middle_Name»
«Grantee_POC_Last_Name»«Grantee_POC_Su
ffix»

Organization: «Grantee_POC_Organization»
Address: «Grantee_POC_Address»
City, State Zip:
«Grantee_POC_City», «Grantee_POC_State»
«Grantee_POC_Zip»
Phone: «Grantee_POC_Phone»
Fax: «Grantee_POC_Fax»
Email: «Grantee_POC_Email»

Project Contact:
«Project_POC_Courtesy_Title»
«Project_POC_First_Name»
«Project_POC_Middle_Name»
«Project_POC_Last_Name»«Project_POC_Su
ffix»

Organization: «Project_POC_Organization»
Address: «Project_POC_Address»
City, State Zip:
«Project_POC_City», «Project_POC_State»
«Project_POC_Zip»
Phone: «Project_POC_Phone»
Fax: «Project_POC_Fax»
Email: «Project_POC_Email»

The Rural Maryland Prosperity Investment Fund (the "Fund") provides funding to rural regional planning and economic development organizations, rural entrepreneurship and healthcare programs, institutions of higher education and advanced technology centers at community colleges, as described in State Finance and Procurement Article, Section 2-206 Annotated Code of Maryland (the "Act"). Under the Act, the Rural Maryland Council ("RMC") (the "Grantor") has designated the Maryland Department of Agriculture (the "Administering Agency") to administer the grant with the above named organization. The Administering Agency has designated the following to be its official contact: Charlotte Davis, Executive Director, Rural Maryland Council, 50 Harry S. Truman Parkway, Annapolis, MD 21401. The following conditions apply.

Grantor and Grantee agree as follows:

The purpose of this Agreement is to provide a grant of «Amount_In_Words» («Amount_Awarded») to Grantee to assist in achieving the overall project and/or programmatic goals set forth in the Grantee's FY 2020 RMPIF Grant Application and referenced in the Scope of Work and Deliverables ("Exhibit 1") attached to this Agreement and incorporated herein. Specifically, these funds are to be used for those Deliverables as outlined in Exhibit 1. Significant changes in the scope of work are not permitted. Minor changes that adhere to the original intent of the grant and maintain the essential integrity of the grant's purpose may be allowed provided the Grantor and the Administering Agency agree that such changes are consistent with the Board's intent.

Performance under this Agreement commences on **September 1, 2019** and continues until agreed upon services are completed, but in any case no later than **June 30, 2020**.

Upon execution of this Agreement and receipt of "Request for Disbursement" ("Exhibit 2"), the Administering Agency will approve **disbursement of 100 percent** of the Grant funds to Grantee.

Reporting: The Grantee shall provide an interim programmatic and financial report no later than **January 27, 2020** to the Administering Agency. The Grantee shall provide a final programmatic and financial report to the Rural Maryland Council and the Administering Agency Representative no later than **July 31, 2020**.

Interim and final reports shall include **original documentation or certification verifying all grant fund expenditures**, to date. Interim reports shall include a forecast of expenses for the remainder of the grant period. Any overpayment or unspent funds shall be returned to the Grantor in conjunction with the final grant report.

Interim and final reports must be submitted by email to both the Rural Maryland Council and Administering Agency in Microsoft Word, PDF and/or Excel document format. Electronic copies may include scans of the documentation required to verify use of grant funds.

By signing this agreement, the Grantee certifies that it:

- Complies with all applicable federal, state, and local law, including laws relating to discrimination in employment;
- Complies with Maryland's policy concerning drug and alcohol free work places, as set forth in COMAR 01.01.1989.18 and 21.11.08 and shall remain in compliance throughout the term of this agreement.

General Provisions:

If Grantee's annual revenue exceeds \$300,000 during the preceding fiscal or calendar year, Grantee shall provide to the RMC and the Administering Agency a copy of a certified financial audit report. If Grantee's annual revenue does not exceed \$300,000 during the preceding fiscal or calendar year, Grantee shall provide a detailed statement of annual revenues and expenditures including a copy of the federal 990. Universities and local governments may provide alternative financial information as approved by the Maryland Agricultural Education and Rural Development Assistance Fund Grant Review Board.

Inspection of Records. Grantee shall allow any duly authorized representative of the Administering Agency or the State of Maryland (the "State") to inspect and audit, at reasonable times, all records and documents of the Grantee relating to this Grant, which records shall be retained by Grantee for at least three years after the termination of this Agreement. Grantee shall also submit such other reports or information as the Administering Agency requires.

Acknowledgement. Grantee shall use the RMC logo to credit and acknowledge the RMC in all programs and promotional materials relating to activities of the project supported by this Grant Funding Agreement to include publications and ads on the web and in print. Any organization receiving funds from the RMC shall give credit to the RMC whenever and wherever credit is being given, including written, oral, broadcast and internet. To ensure proper credit to the RMC Grantees shall:

- Use the RMC's name and logo on printed materials related to the grant,
- Link to the RMC website from your organization's website,

- Include the RMC logo on event signage or publications at your events,
- Acknowledge our support in Power Point presentations, videos or reports,
- Make an announcement at one of your regular/special events or meetings,
- Mention the RMC's support in print, radio or television interviews you give about the organization, program or project.
- Grantee shall notify local and state legislators of grant award received, and consider participating in, or sending an organization representative, the annual legislative event in February 2019.

Grantee's Certifications. As an inducement to Administering Agency to make the Grant, Grantee hereby certifies and warrants that:

Grantee has all requisite power and authority to enter into this Agreement.

This Agreement has been executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.

Amendment. This Agreement, or any part hereof, may be amended from time to time only by written instrument executed by the Grantee, the RMC and the Administering Agency.

Assignment. Without the prior written approval of Administering Agency, the Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed by this Agreement.

Default. A default shall consist of any breach of any of Grantee's covenants, agreements, warranties or certifications in this Agreement.

Remedies Upon Default.

(a) Upon the occurrence of any default, the Administering Agency shall have the right to terminate this Agreement by written notice to Grantee. In the event of termination, Grantor may require Grantee to repay to RMPF within thirty days of receipt of written notice of default all Grant funds which have been disbursed to Grantee, and Grantee shall have no right to receive any undisbursed Grant Funds.

(b) In addition to the rights and remedies contained in this Agreement, the Administering Agency may at any time proceed to protect and enforce all rights available to Administering Agency by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

Indemnification. Grantee releases the Administering Agency, Grantor and the State, and its employees or agents from, agrees that the Administering Agency, Grantor and the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless the Administering Agency, Grantor and the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Grantor,

Administering Agency, or the State, and/or its employees or agents, as their interests may appear.

Entire Agreement. This Agreement 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 to bind the parties hereto at the time of execution.

WITNESS:

«Grantee_POC_Organization»

By: _____

Printed Name: _____

Name: _____

Title: _____

WITNESS:

Rural Maryland Council

By: _____

Printed Name: _____

Name: Charlotte Davis

Title: Executive Director

FY 2020 Rural Maryland Prosperity Investment Fund
Grant Agreement

Exhibit 1

Name of Grantee Organization: «Grantee_POC_Organization»

Amount Awarded: «Amount_Awarded» **Amount Requested:**
«RMPIF_Amount_Requested»

Scope of Work Summary:

«Scope_of_Work»

Deliverables:

«Deliverables»

Attachment B

Grant Reporting Guidelines

Reports should be typed in 12-point font (Times New Roman, Calibri or similar), single-spaced, with one-inch margins on all sides. Pages should be numbered and include number of pages in the report (for example, page 1 of 6). Reports should be e-mailed to the following addresses:

- rmc.mda@maryland.gov
- Charlotte.Davis@maryland.gov

Please include a cover page for your report. This page should include:

- Organization name and contact information (full address, including mailing address if different, telephone number, and website)
- Type of report (interim or final)
- Report date
- Federal tax-exempt number. If not a 501(c)(3) nonprofit, provide fiscal agent's contact information and federal tax-exempt number
- Period that this report covers

Please include these items in your report narrative:

11. The dollar amount of this grant.
12. Matching funds secured.
13. The funding period of this grant (as outlined on page one of the Grant Agreement).
14. Name, title, telephone number, and email address of CEO or executive director.
15. Name, title, telephone number, and email address of contact person for this report (if different).
16. Number of jobs created/retained.
17. Number of individuals served (if applicable).
18. Number of instructional hours delivered.
19. Number of services delivered.
20. Signature of executive director or other authorizing official.

The report narrative should tie back to the scope of work outlined in your original application and referenced in the Scope of Work and Deliverables ("Exhibit 1") listed in your Grant Agreement. It should also address the "Table of Goals and Measurable Objectives" outlined in your original application. An example of a previously submitted Table is provided below.

Goal	Measurable Objectives
Connect with X number of new individuals	Conducted three (3) community information sessions (give dates of number of individuals in attendance). How many have continued in the program?
Reduce attrition from program	No less than 85% attend at least 8 of 10 sessions

Achieve diverse participation in program	A minimum of 50% women, 25% minority Maryland demographics: 49% Male, 51% Female 76% White, 20% Black, 3% Hispanic, 1% Asian/Other
Establish new businesses in the region	3 new businesses per course, 6 total for year
Create new jobs in the region	6 new jobs per course, 12 total for year
Return on investment	1 new job per ≈ \$5,000.00 spent on program overall 1 new job per \$1,243.54 of MAERDAF funding

Answer these questions in your report.

- What progress have you made toward achieving the results you described in your proposal during this period? What evidence do you have to demonstrate your success? If you did not achieve your intended results, why not?
- What do you consider to be the greatest strength(s) of your work? What do you consider to be the most important concern(s) – apart from finances – currently facing your organization (or project, if you received project support)?
- How many jobs were retained or created? If applicable, how many volunteer hours were created?
- Have there been any significant changes in your organization or the project since the grant was awarded (i.e., executive leadership, staff, facilities, location)?
- As applicable, describe any plans for moving forward. What, if anything, will you do differently?
- What are the organization’s two (2) most significant financial challenges and how are you planning to address them?



As outlined in the grant agreement, interim and final reports shall include **original documentation or certification verifying all grant fund expenditures, to date**. Interim reports shall include a forecast of expenses for the remainder of the grant period. Any overpayment or unspent funds shall be returned to the Grantor in conjunction with the final grant report.

For general support grants:

- Organization budget as submitted in the original proposal and actuals for this period. Explain any significant variances
- List the organization’s three largest funding sources during this period

For project support grants:

- Organization and project budgets as submitted in the original proposal and actuals for this period. Explain any significant variances
- List other funding sources and amounts received for this project during this period

Attachments

Feel free to include copies of press releases, articles, event announcements that demonstrate or support the information outlined in the report narrative.

Additionally, as outlined in the original Grant Agreement, interim and final reports should provide documentation to demonstrate the Grantee has acknowledged funding by the RMC. Refer to item number three Acknowledgement under the section titled General Provisions, which states in part, “...the Grantee shall use the RMC logo to credit and acknowledge the RMC in all programs and promotional materials relating to activities of the project supported by this Grant Funding Agreement ...”

Please call our offices at (410) 841-5772 with any questions or comments.

Pocomoke City FY 2020 Rural Maryland Prosperity Investment Fund (RMPIF) Application Material

Organization Information

Organization Mission Statement*

To extend public water service along a major U.S. highway to a commercial property to encourage commercial develop and attract businesses that generate revenue and create full-time, family-sustaining jobs in Pocomoke City and Worcester County.

Organization Type* Local Government: Pocomoke City and Worcester County.

Project Information

Project Name* Extension and Connection of Water Line Service to Pocomoke City and Worcester County Business Parks

Project Point of Contact Name* Daniel L. Brandewie, Planning Director

Project Point of Contact Email* dan@pocomokemd.gov

Amount Requested* \$125,000

Total Project Budget \$500,000

Project Start Date* Aug, 2019

Project End Date* June, 2020

Focus Area*: Infrastructure

Project Narrative* Pocomoke City owns approximately 80 acres of land available for commercial and industrial development with access to U.S. Route 13 South located in Worcester County and within the corporate limits of Pocomoke City. This site also has access to Old Virginia Rd on the west side of the property offering maximum exposure to major roadways. Approximately 36 acres of the property is cleared, shovel ready land. The property has both commercial and industrial zoning in place.

Presently, the property is subject to a real estate purchase agreement and is being considered by a private company for development. The property is serviced with public sewer service but has no water service. The City installed sewer lines along Highway 13 to the Virginia line several years ago.

In order for this property to be fully developed, it is necessary for public water service to be extended along US Rt. 13 and along Old Virginia Rd to avoid any dead-end water lines. Water extension along Old Virginia Road will consist of laying 6" water line 3,400 linear feet from the existing water line to the project site. A 10" water line will be extend 5,100 linear feet along U.S. Route 13 to the project site. Project costs for both extensions are estimated at \$500,000 and are in direct support of the Pocomoke City and Worcester County Comprehensive Plans.

Pocomoke City FY 2020 Rural Maryland Prosperity Investment Fund (RMPIF)

Application Material

Project Goals & Anticipated Outcomes*: Worcester County is continuing to explore opportunities to assist with the infrastructure in the southern part of the county. The water, storm drainage, and sewer system will be turned over to the City of Pocomoke. Upon completion, the City will have extended two water lines, a 6" and 10" water line to the project site with fire hydrants. The estimated combined length of both extensions is approximately 8,500 linear feet. With access to public water and sewer, this project site will be more readily available for private development. It is critical for growth, especially in rural areas to have property that has existing infrastructure in place. This project will afford Worcester County the necessary assets to attract private sector businesses that offer full-time, family-sustaining jobs. These are the type of jobs that attract and retain talent in the area. That talented workforce raises their families in the community, support their community and its economic wellbeing. This project is one of the most optimum location for large-scale development in Worcester County. Its development is greatly needed to off-set high unemployment and poverty levels in the area.

Partnerships*

Pocomoke City is partnering with Worcester County in the cost of the water line extensions to the project site. Several adjacent properties may also benefit from having water service.

Geographic Area Served* The geographic areas served are the southern portions of Pocomoke City and the unincorporated areas of Worcester County.

Please select the counties that your project will impact.

Worcester

Population Served* 4,184 persons in Pocomoke City. Additionally, the population of the southern areas of Worcester County will also benefit from increased job opportunities.

Please provide the demographic breakdown of who this project will serve.

Description	Measure	Source
Population		
Census 2010 Total Population	4,184	<u>2010 Demographic Profile</u>
2018 Population Estimate (as of July 1, 2018)	4,042	<u>2018 Population Estimates</u>
2017 ACS 5-Year Population Estimate	4,099	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Median Age	35.3	<u>2013-2017 American Community Survey 5-Year Estimates</u>

Pocomoke City FY 2020 Rural Maryland Prosperity Investment Fund (RMPIF)

Application Material

Description	Measure	Source
Number of Companies	330	<u>2012 Survey of Business Owners</u>
Educational Attainment: Percent high school graduate or higher	80.7%	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Count of Governments	N/A	2012 Census of Governments
Total housing units	1,860	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Median Household Income	31,509	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Foreign Born Population	111	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Individuals below poverty level	34.0%	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Race and Hispanic Origin		
White alone	1,945	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Black or African American alone	1,900	<u>2013-2017 American Community Survey 5-Year Estimates</u>
American Indian and Alaska Native alone	16	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Asian alone	144	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Native Hawaiian and Other Pacific Islander alone	0	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Some Other Race alone	0	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Two or More Races	94	<u>2013-2017 American Community Survey 5-Year Estimates</u>

Pocomoke City FY 2020 Rural Maryland Prosperity Investment Fund (RMPIF)

Application Material

Description	Measure	Source
Hispanic or Latino (of any race)	100	<u>2013-2017 American Community Survey 5-Year Estimates</u>
White alone, Not Hispanic or Latino	1,867	<u>2013-2017 American Community Survey 5-Year Estimates</u>
Veterans	225	<u>2013-2017 American Community Survey 5-Year Estimates</u>

Please describe how your proposed project will be regional or statewide.

This project will benefit the southern portions of both Pocomoke City and Worcester County. Additionally, as public water service is extended further south, water service can be extended to additional commercial properties in the southern area of Worcester County and into Virginia, located approximately 4 miles to the south if demand warrants it. The economic increase resulting from this project will raise the overall standard of living in Worcester County and surrounding areas by:

- Encouraging the increase of entrepreneurial activity, commerce and a balanced economy in the State;
- Relieving conditions of unemployment and underemployment in rural areas;
- Promoting intergovernmental cooperation and public sector/private sector partnerships in and between rural and other areas;
- Enhancing the deployment of water, wastewater, and services in rural areas; and
- Generally promoting the employment opportunities, and general welfare of the residents of Pocomoke City and Worcester County.

Pocomoke City FY 2020 Rural Maryland Prosperity Investment
Fund (RMPIF)
Application Material

Proposed Operational Budget

Use this sheet to show all project funds, all grant funds, and all matching funds, as well as all sources of these funds. **Note this sheet does not automatically calculate totals.**

Use ***Line Item Budget sheet (below)*** to explain these amounts.

Name of Applicant Organization:

Estimated Expenses	Funds Requested	Federal, Local, Gov't	Business & Industry	Community College	Other (Include other grants)	Total
A. Salaries & Wages						
B. Fringe Benefits						
C. Travel						
D. Equipment						
E.						
F.						
G.						
TOTAL DIRECT COSTS						
H. Other Costs						
Materials & Supplies						
Pubs./Documentation						
Consultant Services						
Subcontracts						
Other:						
Other:						
Other:						
TOTAL OTHER COSTS						
TOTAL Project Cost*						

**Total Project Cost should equal the sum of Direct Costs and Other Costs*

Line Item Budget

Use this sheet to provide a narrative that explains each amount on your Proposed Operational Budget. (For instance, if your spreadsheet in Attachment A shows \$5,000 in travel from business/industry, explain where those funds came from, how they will be used, and what restrictions there are in using them, if any.) **Be concise but complete.** Use as much space as you need.

Name of Applicant Organization:

Line A: Salaries & Wages –

Line B: Fringe Benefits –

Line C: Travel –

Line D: Equipment –

Line E:

Line F:

Line G:

Line H: Other Costs –



RMC
Rural Maryland Council

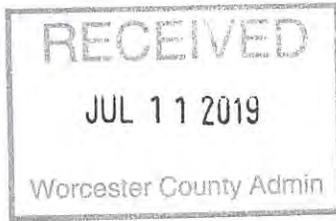
The project narrative should tie back to the Scope of Work and Project Goals outlined in your Letter of Intent (LOI) proposal. An example of a previously submitted table and template is provided below.

Example:

Goal	Measurable Objectives
Connect with X number of new individuals	Conducted three (3) community information sessions (give dates of number of individuals in attendance). How many have continued in the program?
Reduce attrition from program	No less than 85% attend at least 8 of 10 sessions
Achieve diverse participation in program	A minimum of 50% women, 25% minority Maryland demographics: 49% Male, 51% Female 76% White, 20% Black, 3% Hispanic, 1% Asian/Other
Establish new businesses in the region	3 new businesses per course, 6 total for year
Create new jobs in the region	6 new jobs per course, 12 total for year
Return on investment	1 new job per ≈ \$5,000.00 spent on program overall 1 new job per \$1,243.54 of MAERDAF funding

Please list goals and measureable objectives below. Please feel free to add more rows if needed.

Goal	Measurable Objectives



5

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: July 11, 2019
SUBJECT: Public Boat Ramp Use – South Point

Please be advised that Mr. Mark Spagnola, Captain, Dusk to Dawn (dusktodawnbowfishing.com) Fishing Charters has requested a special use permit as identified in section CG 4-406 (f) for use at South Point Boat Ramp.

Mr. Spagnola has utilized the South Point ramp to launch and retrieve. His services would not appear to provide any material impact on the Recreation and Parks Department.

Should you approve the request, the department would suggest that only a pick-up and drop-off would be permitted and that no advertising either on his web site or at the boat ramp, overnight storage boats, materials or equipment, etc, should be permitted.

cc: Bill Rodriguez, Parks Superintendent
Maureen Howarth, County Attorney
Ed Tudor, Director DRP

Kelly Shannahan

Subject: FW: Public boat ramp use

From: Marc Spagnola [mailto:marc@dusktodawnbowfishing.com]
Sent: Wednesday, June 26, 2019 11:31 AM
To: Kelly Shannahan <kellys@co.worcester.md.us>
Subject: Public boat ramp use

To whom it may concern;

I am writing this letter in order to request a special use permit as identified in (f) of Bill No. 88-10.

My background is as follows; I have been a licensed charter captain, and Worcester County Resident for 5 years. Over that time I have utilized regional boat ramps from Virginia to Delaware and as far west as the Chesapeake. As you are aware, some ramps in certain counties are paid ramps while others are public. Over my 10 years of operation, I have never had an issue where utilizing any ramp is concerned. Last September an issue regarding my use of Worcester County's South Point Ramp emerged and continues. As of this request it is important to point out that like the public and many charter captains alike, I do use the site to launch and retrieve my water craft and while on the water, I utilize the parking area for my vehicle and trailer. Finally at no point has commercial business ever been conducted on county property.

As already mentioned, I utilized access points throughout the region. My usage of South Point provides a safety factor for Worcester County visitors since it is most prudent to launch close as opposed to running long distances in rough water where inclement weather is always an important consideration. Additionally, I provide a service for which there is a demand as I have been serving satisfied customers for 10 years. Finally, my activities add to broaden the economic base, promote lodging, food and beverage, etc., which ultimately drive local revenues.

Furthermore, and without going into specific detail, it would become clearly apparent to anyone who takes a moment to review the present situation, that the utilization of many county ramps by others pursuing a commercial end is simply common place. The purpose of this writing is twofold; first my hope is to be granted my request for a special permit as made available in section (f) of Bill No. 88-10. Secondly, I would urge the county to adopt a procedure that considers the issuance of permits where activities similar to mine are concerned as the demand for sought after services that I and others provide to visitors is being constrained simply due to the economics of water access.

In closing, I appreciate your consideration of my request. As you can imagine the matter is extremely important to me in terms of my livelihood, and therefore, I urge you to reach out with any questions you may have prior to your review of the matter.

Sincerely,

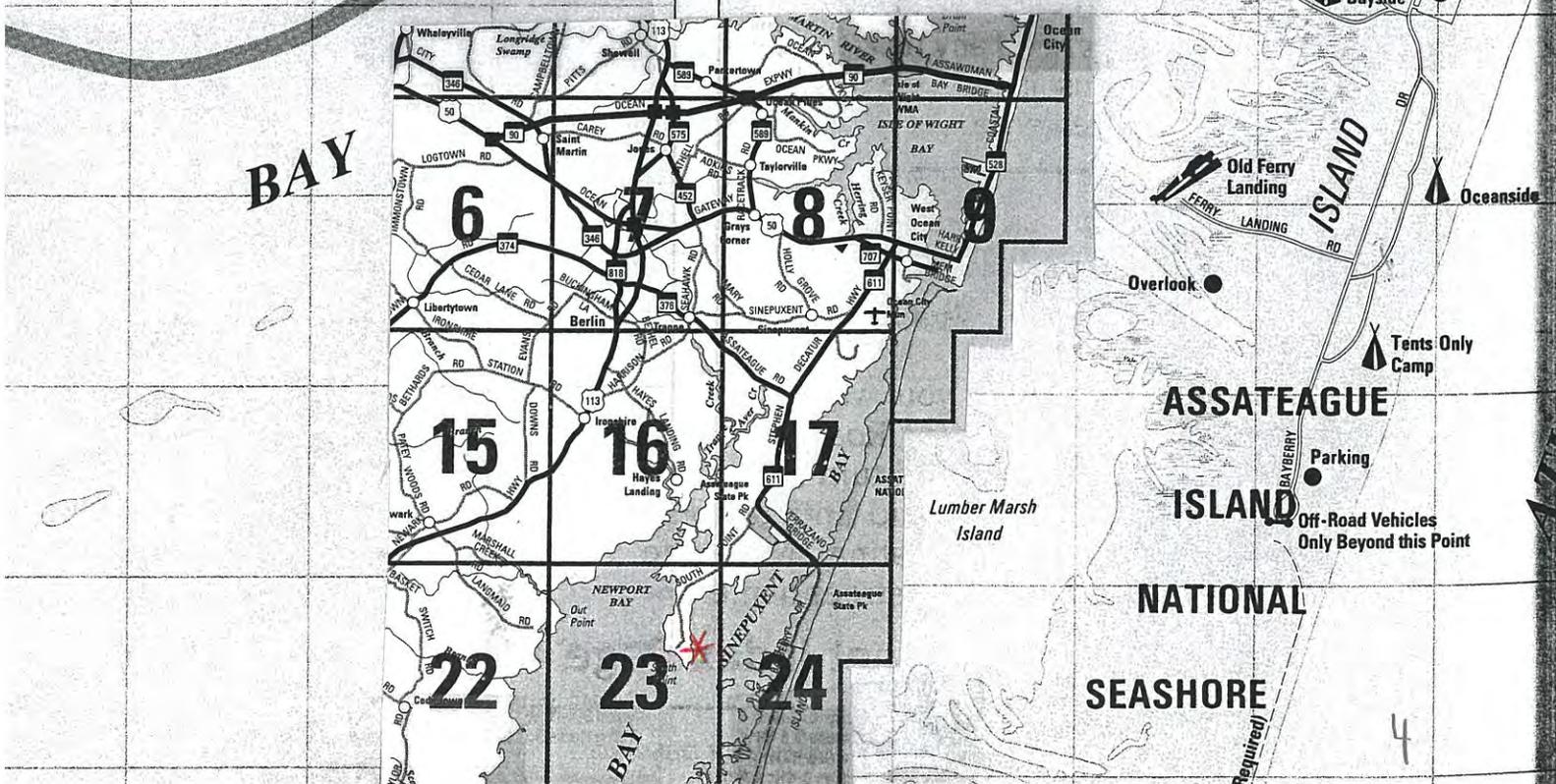
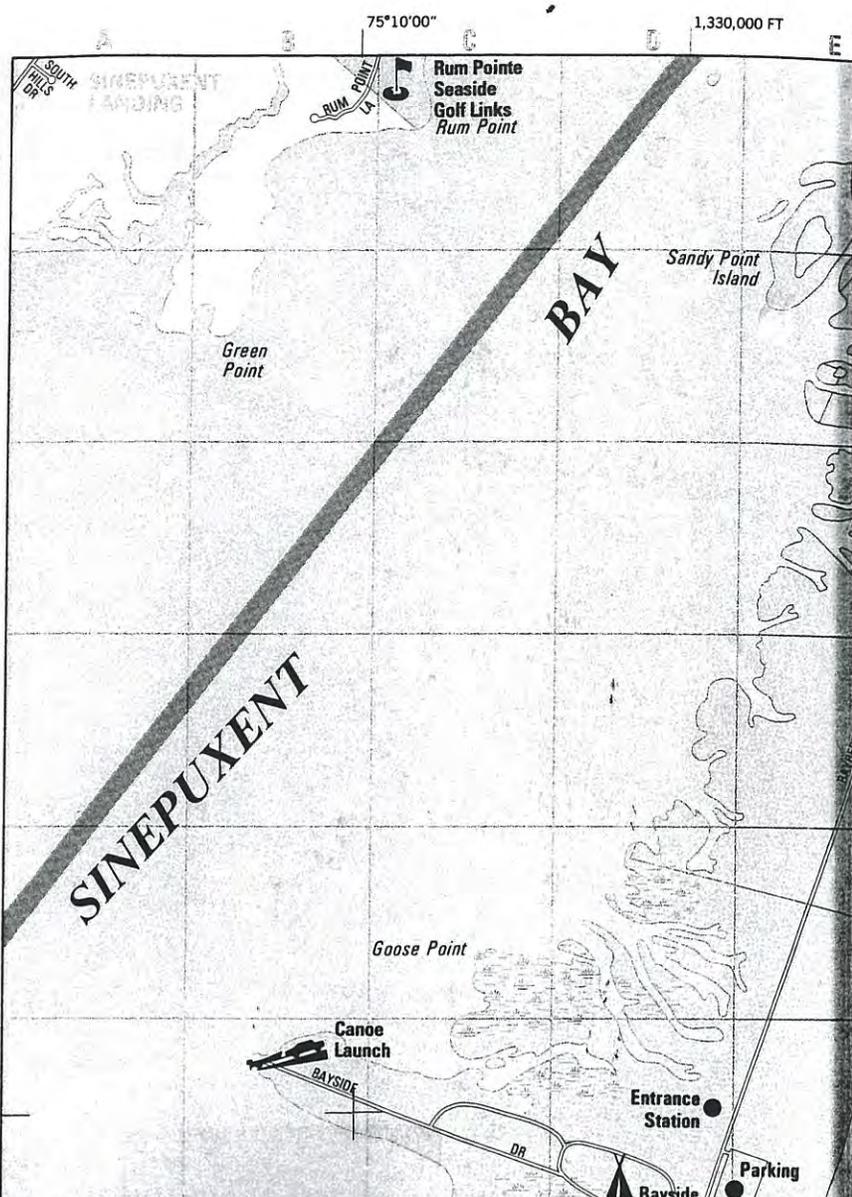
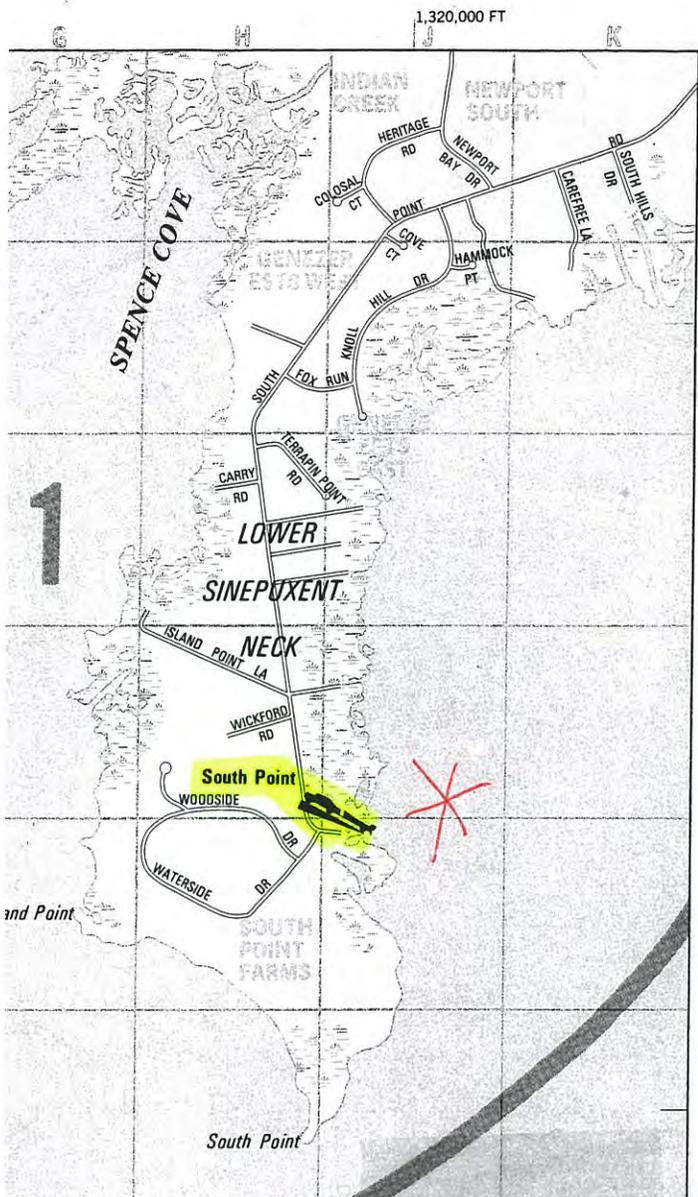
Marc A. Spagnola

Marc Spagnola
7173241649

Ordinance No. 35, the West Ocean City Harbor Management Ordinance previously in effect.

§ CG 4-406. County landings. [Added 9-13-1988 by Bill No. 88-10]

- (a) "County landings" defined. Used herein, the term "county landing" shall mean any dock, harbor, wharf, pier or ramp owned, maintained or operated by the County Commissioners of Worcester County except the West Ocean City Harbor.
- (b) Limitation on use. All county landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities thereto as herein set forth.
- (c) "Ancillary activities" defined. "Ancillary activities" mean:
- (1) Parking of vehicles used for transporting watercraft or passengers utilizing the landing.
 - (2) Crabbing and fishing.
 - (3) Such other activities as may from time to time be permitted by the County Commissioners. [Added 1-12-1993 by Bill No. 92-19]
- (d) Prohibited activities. The following activities are prohibited at county landings:
- (1) Commercial activities, including loading and unloading of produce, seafood, freight or merchandise.
 - (2) Tenting, camping or sleeping.
 - (3) Storage or warehousing of personal property.
 - (4) Anchoring, docking, mooring or tying up to any county landing or piling associated therewith.
- (e) Impoundment of property. Any personal property [except for motor vehicles as permitted by Subsection (c) hereof] left at any county boat landings shall be subject to impoundment by the County Commissioners or County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.
- (f) Special use permits. Any person wishing a special use permit for an activity not permitted hereunder may apply, in writing, to the County Commissioners, who may, in their sole discretion, grant such permit.
- (g) Violations. Any person violating the provisions hereof shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.





6

BILLY BIRCH
DIRECTOR

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

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *B.B.*
Re: Update of Mutual Aid Agreement – Wicomico County Department of Emergency Services
Date: 9 July 2019

The Department of Emergency Services is requesting the Commissioners resign the attached Mutual Aid Agreement proposed to be executed between Wicomico and Worcester County Departments of Emergency Services. This is due to a change of Director (Webster to Birch). This MAA formalizes the relationship between the parties as it relates to Emergent and Non-Emergent events. Worcester County has a history of partnering with other counties for both planned and unplanned events. These partnerships have permitted substantial cost savings to both the State of Maryland and Worcester County as it relates to our community's needs.

I respectfully request approval and execution of this MAA by the County Commissioners. I am available for any questions that you may have.

Attachment (1)

MUTUAL AID AGREEMENT BY AND BETWEEN WICOMICO COUNTY DEPARTMENT OF EMERGENCY SERVICES AND WORCESTER COUNTY DEPARTMENT OF EMERGENCY SERVICES

The Wicomico County Department of Emergency Services has been designated by the Annotated Code of Maryland, Public Safety Article §14-109 and Wicomico County Code sections 15-1 through 4 to be the coordinating agency for disaster operations in Wicomico County. The Wicomico County Department of Emergency Services will cooperate with all Federal, State and local agencies. The undersigned, acting pursuant to the authority conferred in the Public Safety Article, Title 14, "Emergency Management" of the Annotated Code of Maryland hereby enter into this Mutual Aid Agreement between Wicomico County Department of Emergency Services and Worcester County Department of Emergency Services.

WHEREAS, it is in the public interest that emergency services departments throughout the State of Maryland and the United States cooperate to the greatest extent possible in order to provide effective and professional services for a planned event or an emergency/ disaster ; and

WHEREAS, officials of Wicomico County and Worcester County are aware that from time to time situations may develop at locations and at times in their respective Counties when assistance from neighboring agencies may enhance the rendering of prompt, effective and professional services to the public; and

WHEREAS, the Directors of Wicomico County Department of Emergency Services and Worcester County Department of Emergency Services agencies are desirous of extending prompt, effective and professional services to the public in each of their respective jurisdictions, to the extent that resources are available.

NOW, THEREFORE, the Undersigned do hereby agree as follows:

1. Whenever, in the judgment of the Director or designee of the Wicomico County Department of Emergency Services or the Director or Designee of Worcester County Department of Emergency Services, or, in the event of their absence or unavailability, the highest-ranking on-duty official of the requesting county, of a planned event or an emergency / disaster exists and the jurisdiction in which the planned event or an emergency / disaster occurs would benefit by acquiring the services of personnel with expertise to supplement the requesting county limited staff and/or other resources, the Director/ designee, or highest-ranking on- duty official of the jurisdiction in which the planned event or an emergency / disaster occurs may request assistance in the form of personnel or other resources from the other party to this Agreement. The request shall be directed to the Director/ designee, or in the event of his/ her absence or unavailability, the highest-ranking on-duty official of the other jurisdiction. If, in the judgment of the authorized official to whom the request has been made for a planned event or an emergency / disaster will / does exist and the personnel or other resources requested are available, such personnel or resources may be provided as requested. In such an event, the Agency providing assistance shall appoint a liaison officer to the requesting county who will assist as set forth in paragraph 3 of this Agreement.

2. The parties to this Agreement anticipate that the events for which mutual aid may be requested and provided may include, but will not be limited to a planned event or an emergency / disaster. Resources include, but are not limited to, personnel, equipment, and/ or public works services.

3. Whenever any individual is acting in the other jurisdiction pursuant to a request for assistance under this Agreement, he or she shall serve as needed and will assist in the coordination of local and state resources and agencies related to the specific planned event or an emergency / disaster. The officer/ employee shall obey

all lawful commands and directions issued by the official of the jurisdiction in which the planned event or emergency/ disaster is occurring who is in command of the situation.

4. Whenever any officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such officer / employee to the same extent as if such officer or officers / employees were performing his or her respective duties within his or her employing jurisdiction.

5. Each party hereto does agree to waive any and all claims against the other party hereto which may arise out of any activity provided for in this Agreement outside their respective jurisdictions, and each party hereto agrees to indemnify and hold harmless the other party hereto from any and all claims by third persons for property damage or personal injury which may arise out of the activities of the other party to this Agreement outside their respective jurisdictions, to the extent permitted by law.

6. The parties hereto acknowledge that the acts performed in furtherance of this Agreement by officers / employee(s) and the expenditures made by the respective jurisdictions shall be deemed conclusively to be for a public and governmental purpose, and all of the immunities from liability enjoyed by the jurisdictions when acting through their officers for a public or governmental purpose within their territorial limits shall be enjoyed by the other jurisdiction to the same extent when acting pursuant to other lawful authority and/or agreement beyond the territorial limits of their jurisdiction. All parties agree to provide services to other party and may waive any cost or fees.

7. This Agreement shall be binding upon the parties hereto and shall remain in effect until the delivery of written notice by either party to the other terminating this Agreement. Said notice shall be given thirty (30) days prior to the termination of the Agreement.

AS WITNESS, the hands and seals of the parties hereto this ____ day of _____, 2019.

ATTEST:

WICOMICO COUNTY, MARYLAND

BY: Bob Culver
County Executive

WICOMICO COUNTY EMERGENCY SERVICES

BY: David Shipley, Director

County Commissioner of WORCESTER COUNTY, MARYLAND

BY: Diana Purnell
President of County Commissioners

WORCESTER COUNTY EMERGENCY SERVICES

BY: John W. Birch Jr., Director



7

BILLY BIRCH
DIRECTOR

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

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *B.B.*
Re: Memorandum of Understanding – Maryland State Police
Date: 9 July 2019

The Department of Emergency Services is requesting the County enter into a Memorandum of Understanding proposed to be executed between the Maryland State Police and Worcester County. This MOU formalizes the relationship between the parties as it relates to the two Maryland State Police owned communications towers where Worcester County has communications equipment installed. Worcester County has a history going back several decades of partnering with the State of Maryland for the development of communications infrastructure. These partnerships have permitted substantial cost savings to both the State of Maryland and Worcester County as it relates to the development of tower sites, microwave radio relays and fiber optic communications systems.

I respectfully request approval and execution of this MOU by the County Commissioners. I am available for any questions that you may have.

Attachment (1)

MEMORANDUM OF UNDERSTANDING

Communication Tower and Shelter Shared Usage

This Memorandum of Understanding (the "MOU"), made this ____ day of _____ by and between The Maryland Department of State Police ("MDSP") and, the County Commissioners of Worcester County, Maryland ("County") is made to specify the location and agreed upon terms under which MDSP will provide tower and shelter space for the County equipment on MDSP property, tower and shelters. Any reference to notifications, approval or decisions by MDSP shall be made to and by the Director of the Maryland Department of State Police Electronic Services Division ("MDSP-ESD"). Any reference to MDSP-ESD is not intended to distinguish it from MDSP, but is for logistical purposes, only. This is an intergovernmental agreement and not a procurement.

1. Agreed Space.

The term "tower" refers to the structure on which antenna systems are placed. The term "shelter" refers to structures on the tower site, other than the tower itself, that house equipment used for the transmission of radio signals and network backhaul equipment. The term "premises" or "tower site" are synonymous and include the tower, the shelter and the auxiliary equipment that supports the functioning of the tower and the grounds upon which these sit.

At the MDSP properties in Worcester County located at 9758 Ocean Gateway, Berlin, Maryland 21811 and 6572 Snow Hill Road, Snow Hill, MD 21863 hereto referred to as the tower sites or premises, the MDSP hereby agrees, in accordance with the terms provided herein, to provide the County the space on its tower (the "tower") along with shelter space as needed and agreed upon, to be used for the purpose of the transmission and/or receiving of Public Safety Communications as licensed by the Federal Communications Commission ("FCC"). The MOU granted herein is a non-exclusive agreement and nothing contained in this MOU prohibits or restricts the County from entering into agreements with other entities for the use of other towers or property.

2. Use of Agreed Space.

(a) The County shall use the premises and its equipment that is placed on the tower site only for the purpose of the transmission and/or receiving of Public Safety Communications for operations licensed by the FCC. The County shall conduct such operations and installations in accordance with the standards from time to time imposed by the FCC, the U.S. Government, the State of Maryland and any of its appropriate subdivisions, and any other authority over such operations.

(b) MDSP makes no guarantee or warranty as to the communication's performance or coverage of any equipment operating from the tower and tower site. The County shall assume all risk of loss or damage to the equipment and in no event shall MDSP and MDSP-ESD be liable for the maintenance or protection of the County's equipment.

3. Termination.

(a) Upon nine (9) months written notice to the other party, either the County or MDSP may terminate this MOU whenever it determines that such termination is in its best interest.

(b) If the tower site is destroyed or damaged and rendered unsuitable for normal use, either the County or MDSP may terminate this MOU upon thirty (30) days written notice to the other party.

4. Rights and Duties upon Termination.

At termination or expiration of this MOU, the County shall coordinate with MDSP-ESD to arrange for the safe removal of the County's equipment. Removal of equipment shall be in a manner that will not damage or interfere with the uses of the premises and property at that time and in a manner which complies with any and all applicable regulations of the FCC and all other applicable governmental regulations, if any. The County shall return the ground space to its preconstruction condition as determined by MDSP. The County shall leave the premises in good order and repair, ordinary wear and tear expected. If the equipment has not been removed within one hundred fifty (150) days of such termination or expiration of this MOU, MDSP shall have the right at its option to keep, remove, and or dispose of any or all of the equipment as it deems fit. In the event that MDSP incurs costs or charges associated with the removal or disposition of the equipment, the amount of such costs and charges shall be due by the County to MDSP. Any proceeds from the disposition of the equipment shall be retained by MDSP as additional compensation.

5. Installation.

(a) Any transmitting/receiving antenna used by the County shall be mounted in a professional manner and in accordance with regulations prescribed by the FCC and any other governing authority and to the reasonable satisfaction of MDSP-ESD. If MDSP-ESD determines in its sole discretion that a tower analysis shall be performed, reinforcements shall be added if the tower analysis indicates a need for such reinforcements to properly support the addition of the County's antenna(s) and not cause undue stress to the preexisting antennas or the tower itself as so determined by MDSP-ESD, except that if the cost of the reinforcements is determined by the County to be excessive, the County may terminate this MOU immediately without further liability. The cost for this tower analysis and reinforcements shall be paid by the County. The County shall have the right to select the company to perform the tower analysis. Any reinforcements to the tower shall become the property of MDSP.

(b) The County is currently on the tower site. The County shall not commence installation of any new equipment until MDSP-ESD has approved the plans and specifications and contractor. MDSP approval of the plans and specifications and contractor is exclusively for its benefit and shall impose no liability upon the County. The approved contractor:

(i) shall install the equipment in accordance with the approved plans and specifications.

(ii) shall install identifying labels provided by the County on the equipment, including but not limited to, on the transmission line(s), if MDSP requests such labeling and such request must be done before the plans and specifications are approved.

(c) At the completion of any installation of equipment at any time during this MOU, the County shall have an inspection of all tower mounted equipment and hardware to verify that the final installation meets all specifications as per the approved plans. This inspection shall be performed by a tower company pre-approved by MDSP-ESD and the cost of the inspection shall be paid for by the County and a written copy of the report submitted to MDSP-ESD. If the report discloses that the

installation does not meet specifications, the County shall have the installation corrected, at its own cost, to comply with specifications.

6. Access.

MDSP grants to the County the right of ingress and egress to the tower sites on a twenty-four (24) hour basis for the purpose of installation, maintenance, optimizing, and troubleshooting of its equipment. Access to the towers by the County shall always require coordination with MDSP-ESD.

7. Modifications and Utilities.

The County accepts the present condition of the towers and tower sites and MDSP shall not be required to modify the tower sites for the requirements of the County. However, the County may request, in writing, permission from MDSP to modify the agreed upon space on the towers and the County may only make such modifications as are approved by MDSP in writing. The County shall be solely responsible for all costs of the modifications. As of the termination of this MOU, MDSP shall have the option of requiring the County at the County's sole expense, to remove any or all permitted modifications in order to restore the tower to its original condition as existed at the Commencement Date. If MDSP does not so require the removal of the modifications, then the modifications shall become the property of MDSP without compensation to the County. Modifications do not include the County's antenna(s), which remain the property of the County in accordance with paragraph 4.

8. Governmental Approvals.

(a) It is understood and agreed that the County's ability to use the property of MDSP is contingent upon the County obtaining, at the County's cost, all of the certificates, permits, MOUs and other approvals required by federal, state and local authorities. In the event of the County's failure to obtain any certificate, permit, MOU or approval, or in the event of a lapse of any of the foregoing, the County agrees to make a good faith effort to procure and/or renew same, and all use of MDSP property shall cease until such certificates, permits, MOUs and other approvals required by federal, state and local authorities are obtained and/or renewed, as the case may be.

(b) If the County is unable to obtain or maintain any MOUs, permits or other approvals required by any federal, state or local authority for the County's use of the premises or for the installation or use of the equipment, the County may terminate this MOU upon three (3) months written notice to MDSP.

9. Insurance.

(a) The County agrees to hold the following types of insurance in at least the amounts described below.

Coverage	Limits of Liability
Worker's Compensation	In accordance with the laws of the State of Maryland
Employers Liability	\$2,000,000 each occurrence
Comprehensive General Liability	\$2,000,000 each occurrence
Comprehensive Automobile Liability	\$1,000,000 each occurrence

(b) The County shall require any and all contractors and subcontractors to procure and maintain in good standing the types and amounts of insurance described below, including contractual indemnification liability in favor of MDSP.

Coverage	Limits of Liability
Worker's Compensation	In accordance with the laws of the State of Maryland
Employers Liability	\$2,000,000 each occurrence
Comprehensive General Liability	\$2,000,000 each occurrence
Comprehensive Automobile Liability	\$1,000,000 each occurrence

(c) Certificates for the above insurances shall be furnished to MDSP prior to the time that the County enters on the premises and shall state that the State of Maryland be given at least thirty (30) days written notice prior to any material change in, or cancellation of, the coverage indicated thereon.

10. Interference.

If, at any time, it is determined by MDSP-ESD that the County's operations interfere with MDSP operations or the operations of any use of the property whose use predates the execution date of this MOU, the County shall promptly correct such interference after receipt of notice from MDSP. In emergency situations, as determined by MDSP-ESD, MDSP-ESD may require that the County immediately discontinue all operations. If any interference is not so corrected and is incapable of being corrected within ten (10) days of written notice from MDSP-ESD to the County, MDSP shall have the option of terminating this MOU without further obligation by either party.

For the purpose of this MOU, interference shall mean:

- (i) a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.
- (ii) there is a material impairment of the quality of either sound or picture signals or other electronic equipment belonging to the community surrounding MDSP, as compared to that which would be obtained if the County's communications equipment was not in operation.

MDSP agrees to include a similar provision in any subsequent agreement or MOU for tower space on the property in order to protect the County's operations.

11. RF Radiation Compliance.

If at any time it is determined by MDSP-ESD that the County's transmission of RF signals pose a health threat as defined in OSHA Standards – 29CFR regarding Nonionizing Radiation – 1910.97, to tower climbing personnel, the County shall reduce power or cease operations entirely in order to achieve a safe work environment.

MDSP-ESD will provide 24 hours notice prior to any scheduled tower activities that will require RF power reduction by the County. In the event of emergencies, as determined by MDSP-ESD may require that the County immediately reduce RF power or cease all transmission operations.

12. Indemnification.

In addition to the insurance required under paragraph 9, the County to the extent permitted by law of the State of Maryland, shall exonerate, hold harmless, indemnify and defend MDSP, its employees, agents, and commissioners and the State of Maryland from any and all claims, obligations, liabilities, costs and attorney's fees, which may arise out of any injury, death or damage arising out of or resulting from the acts or omissions of the County or the County's principals, employees or agents directly relating to the County's use and operation of the premises, shelters , or towers.

The State, to the extent permitted by law of the State of Maryland, shall exonerate, hold harmless, indemnify and defend the County, its employees, agents, and commissioners from any and all claims, obligations, liabilities, costs and attorney's fees, which may arise out of any injury, death or damage arising out of or resulting from the acts or omissions of the State or the State's principals, employees or agents directly relating to state's use and operation of the premises, shelters, or towers.

13. Assignment.

This MOU may not be assigned nor the premises subleased without MDSP's prior written consent and approval.

14. Notices.

Any notices in connection with this MOU shall be deemed given upon the date such writing is deposited with the U.S. Postal Service, via certified mail return receipt requested or with a commercial courier service providing proof of service, except for the notice required in paragraph 3, which shall be deemed given only upon receipt by MDSP. Such notices shall be addressed as follows:

If to Worcester County:

Director of Emergency Services
1 W. Market Street, Room 1002
Snow Hill, MD 21863

If to Maryland Department of State Police:

Director Electronic Services Division
Maryland Department of State Police
7755 Washington Blvd.
Jessup, MD 20794

15. Event of Default.

(a) It shall be an event of default ("Event of Default") if the County fails to perform any of its other obligations under the provisions of this MOU, which failure has continued for a period of thirty (30) days after written notice thereof to the County.

(b) In addition to (and not in limitation of) MDSP right to exercise any and all applicable rights and remedies set forth above, on the occurrence of an Event of Default, MDSP may:

(i) terminate this MOU by giving written notice of such termination to the County (which termination shall be effective as of the date of such notice or any later date specified by MDSP therein).

(ii) exercise any or all of its rights under paragraph 4 above.

16. Waiver.

The waiver at any time by MDSP or the County of any particular provision or right under this MOU shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

17. Representations and Warranties.

The County hereby represents and warrants that:

(a) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU; and

(b) It shall obtain, at its expense, all MOUs, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this MOU.

18. Entire MOU.

This MOU constitutes the entire agreement between the parties and supersedes all prior written and verbal MOUs, representations, promises or understandings between the parties with respect to this MOU.

19. Severability.

In the event that any one or more provisions of this MOU are determined to be invalid or unenforceable, the balance of this MOU shall remain valid and in full force and effect.

20. Survival.

The termination or expiration of this MOU shall not impair any rights or obligations of MDSP or the County hereunder, with the exception of those rights and obligations that clearly must terminate by implication.

21. Counterparts.

This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. Applicable Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

23. Headings.

The headings contained in this MOU are for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this MOU.

24. Hazardous Substances.

The County agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the property or premises in violation of any law or regulation. The County shall defend, indemnify and hold harmless, to the extent permitted by law of the State of Maryland, the MDSP and MDSP partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from (i) any breach of any representation, warranty or agreement contained in this paragraph and (ii) any breach of any law or regulation pertaining to hazardous materials by, or resulting from the action of, any agent, employee or contractor of the County. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any governmental requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the property or premises.

This numbered paragraph 24 shall survive the termination of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the above date.

County Commissioners of Worcester County, MD

By: _____

Printed Name: Diana Purnell, President

Title: _____

Date: _____

Maryland Department of State Police

By: _____

Printed Name: Colonel William Pallozzi

Title: _____

Date: _____

Approved for form and legal sufficiency:

Assistant Attorney General

Date _____

Contact information:

Worcester County

1. 24/7 Operational Point of Contact:

Worcester County PSAP

1 W. Market Street, Room 1002

Snow Hill, MD 21863

410-632-1311

2. Administrative Point of Contact:

Director of Emergency Services

1 W. Market Street, Room 1002

Snow Hill, MD 21863

410-632-3080

Maryland Department of State Police

1. 24/7 Operational Point of Contact:

Director of Electronic Services Division

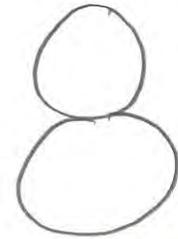
7755 Washington Blvd.

Jessup, MD 20794

443-677-7524

2. Administrative Point of Contact:

Same as above



BILLY BIRCH
DIRECTOR

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

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *B.B.*
Re: Bid wavier and Purchase approval
Date: 8 July 2019

The Department of Emergency Services is requesting approval by the County Commissioners to waive bidding and procure 1 DiagnostX DX-2002a Over-the-Air Waveform Analyzer with DX-AFC option from Locus Diagnostics, LLC for a total price of \$48,956.65 inclusive of shipping. Funding for this procurement in the amount of \$64,000 was included within the FY20 Department of Emergency Services budget.

The Department became aware of a product being used in the Town of Ocean City. This tool has the ability to remotely determine radios that are beginning to drift from alignment allowing our sole radio technician to focus limited resources on only those radios requiring service which will increase productivity and result in substantial cost savings. This DiagnostX device is the only device currently on the market that provides this functionality and Locus Diagnostics, LLC is the manufacturer and sole supplier of this device. Working with the vendor, the Department has been able to negotiate pricing for the device below the GSA contract level resulting in a substantial discount.

I am available to answer any questions at your convenience.

Attachment (1)

DIAGNOSTX		Quote #: GSA070119RR1	
Locus Diagnostics, LLC 1055 S. John Rodes Blvd. West Melbourne, FL 32904 Phone: 321-727-3077 Fax: 321-727-3067 www.locususa.com		Quotation Date: 7/1/2019 Sales Contact: Ray Richards Phone: 321-323-3138 Email: rrichards@locususa.com	
Name: James Hamilton Company Name: County of Worcester, MD Address: 1 W Market St. Room 1002 Snow Hill, MD 21863		Phone: 410-632-3080 Mobile: Email: jhamilton@co.worcester.md.us	

UNIT	DESCRIPTION	Qty	List Price	REF Price	Ext. REF Price
DX-2002a REF	DiagnostX Over-the-Air Waveform Analyzer includes: • DX-2002 Hardware (2U) • P25 Trunked Protocol • 800 MHZ Frequency Band • Monitoring Antenna • Multi-coupler Cable • Rack Mount Brackets • 1 Year Limited Warranty/Support on Hardware & Software	1	\$54,900.00	\$39,900.00	\$39,900.00
DX-SHIPPING	Handling & Freight charges (DX)	1	\$170.00	\$170.00	\$170.00

TOTAL					\$40,070.00
--------------	--	--	--	--	--------------------

UNIT	DESCRIPTION	Qty	List Price	GSA Price	Ext. GSA Price
DX OPTIONS					
DX-AFC	DiagnostX AFC Meter option for stand-alone DX (All receiver nodes must be licensed)	1	\$9,800.00	\$8,886.65	\$8,886.65
DX-EXWTY	The annual Extended Warranty covers any hardware, software or firmware defects that arise after the expiration of the one year manufacturer warranty. The Extended Warranty also entitles the customer to software updates released during the warranty term.	1	\$4,900.00	\$4,443.32	\$4,443.32

Terms and Conditions:

- 1) The DiagnostX solution is sold as a perpetual license to government entities for the life of the hardware subject to the Terms & Conditions of the EULA
- 2) Pricing valid for 60 days from above quotation date
- 3) Unit will ship within 45 days of purchase order receipt
- 4) Payment terms: Net 30, Payable to Locus Diagnostics, LLC

Thank you for your business!



9

BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *B.B.*

Re: Bid wavier and Purchase approval

Date: 9 July 2019

The Department of Emergency Services is respectfully requesting approval from County Commissioners to waive bidding and procure the Commshop platform from MCM Technologies for a total cost of \$53,775.00 as the sole provider of this software package. Funding for this procurement is included in the amount of \$54,000 within the FY20 Department of Emergency Services budget.

The Department currently maintains approximately \$10,000,000 of assets including public safety radio infrastructure, mobile and portable radios, 9-1-1 telephone equipment, fiber optic network equipment and community warning siren infrastructure. These assets are spread throughout the county with a large portion assigned to third-party entities such as volunteer fire companies.

To achieve accountability and management of these assets, the Department has conducted a thorough review of available software applications that will provide for lifecycle tracking, work order management for repairs and the ability to track consumable parts as well as critical spare parts. After reviewing multiple available systems and consulting with several other radio system managers the Department has determined that a singular system, Commshop by MCM Technologies, provides for the features needed to specifically manage the type of assets with the type of data that we require. Additionally this product is provided in a "hosted" environment reducing the need for server infrastructure provided by the county and allowing access outside of the county network for non-county users such as volunteer fire companies.

I am available to answer any questions at your convenience.

Attachment (1)

1a

July 1, 2019

Statement of Work

Worcester County, MD

Commshop

powered by  Motiondeck



Table of Contents

1.	Project Summary	3
2.	Definitions	3
3.	Project Responsibilities.....	4
3.1	Mcmtech responsibilities	4
3.2	Customer responsibilities	4
4.	Project Deliverables	4
4.1	Software deliverables	4
4.1.1.	Commshop core applications	4
4.1.2.	Core user licenses	5
4.1.3.	Light user pages	5
4.1.4.	Light user licenses	5
4.1.5.	Enhancements software.....	5
4.2	Hardware deliverables	6
4.3	Professional Service deliverables	6
4.3.1	Project management.....	6
4.3.2	Pre-engineering	6
4.3.3	Database configuration	7
4.3.4	Software installation.....	7
4.3.5	Data conversion.....	7
4.3.6	User training.....	8
4.3.6.1	Training Schedule	8
4.3.6.2	Training Manuals.....	8
4.3.6.3	Training Methodology	8
4.4	Support & Maintenance	8
4.4.1	Application Support.....	8
4.4.2	Version Updates	9
4.4.3	Update webinars.....	9
4.4.4	New Version Upgrades	9
4.4.5	Services Not Covered.....	9
4.5	Requirements beyond Project Scope	10
4.5.1	Additional Costs Incurred	10
5.	Project Timeline	10

6. Project Milestones	10
7. Project Final Acceptance.....	10
Appendix A – Milestone Completion Schedule.....	11

1. Project Summary

MCM Technology (Mcmtech) proposes to deliver our **Commshop** Solution to Worcester County, MD (**Customer**) as defined in this Statement of Work (SOW). This SOW is intended to outline both the software deliverables for the solution and the professional services and processes for implementing the solution.

Commshop is an enterprise-class asset and work order management software solution designed to track and manage the life-cycle of complex radio systems and equipment inventory. This enterprise-class, web-based software application allows for the recording and continued management of data related to serialized and/or capitalized assets. A robust work order module is also included, allowing detailed repair and maintenance activities to be recorded.

An experienced team of software engineers will be responsible for delivering this solution by way of a proven, methodical series of professional services. The structure of these services has been designed to allow for the most successful and effective integration of the software to each unique end user environment based on the best practices of the Public Safety industry.

2. Definitions

The following is a list of defined terms that will apply to this Statement of Work:

- Solution – a combination of software and services deliverables that are combined to meet a particular need. (Example - Mcmtech’s solutions are **Commasset**, **Commshop**, **Motiontrack**, and **Motion360**)
- Application – a group of modules that are licensed together and linked to a single database.
- Page – a collection of screens or layouts within an application, consisting of fields, options, and detail or list views that allow the end-user to interact with the database; display format for the screen within the application.
- Schema – the tables and relationships defined within a single database; design of tables in the database.
- Database – a collection of tables containing data for a single customer entity.
- User license – a named account providing end-user access to the application. Mcmtech application user licenses are not concurrent licenses.
- Beneficial Use – the date in which the system has been fully configured, data converted, training provided, and access is available to the Customer.

3. Project Responsibilities

The following is a list of responsibilities for both Mcmtech and the Customer as it relates to delivery of the solution.

3.1 Mcmtech responsibilities

- Assign a Project Manager
- ✓ Coordinate project schedule
- ✓ Provide Project Documentation
 - Project Schedule
 - Training Schedule
 - Electronic training manuals
- ✓ Assign tasks to project team
 - Installation
 - Data Conversion
 - Training

3.2 Customer responsibilities

- Assign a Project Manager
- Identify key subject matter experts and ensure proper availability and participation during implementation, especially as it relates to the following areas:
 - ✓ Installation (I/T)
 - ✓ Data collection and consolidation, prior to conversion
 - ✓ Business Processes
- Adhere to agreed upon Project Timeline
- Address requirements for background checks or on-site authorization and/or access to facilities

4. Project Deliverables

4.1 Software deliverables

4.1.1. Commshop core applications

- **Commshop** license includes a single database / instance for the application.
- **agency** - manage customer records and the database hierarchy for the customers that are supported by the asset and service management applications.
- **asset** - capture detailed records for both serialized and capitalized assets including location, assignment, configuration and more.
- **id management** - control how radio system ids are assigned; avoid duplications and assignments outside of pre-determined id ranges.
- **sites** - create detailed profiles for each site, identifying key information like location, vendors, site access, and linking equipment to the site record.
- **alerts** - automate notifications via email and in-app alerts based on dates and changes to data on a record.

- **dashboards** - easy access and view of key system metrics for assets, work orders and inventory via configurable dashboards and exportable graphs and charts.
- **work orders** - track service and preventative maintenance with labor and materials while linking records to agencies, assets, locations and sites.
- **inventory** - monitor consumable inventory quantities on-hand, utilization, and reorder levels.
- **purchase orders** - issue orders to buy consumable inventory and fulfill orders to replenish stock.
- **Stock reporting**
 - ✓ Asset by Agency Listing
 - ✓ Asset Detail Form
 - ✓ Work Order Form
 - ✓ Work Order Invoice
 - ✓ Packing List Form
 - ✓ Work Order by Agency Listing
 - ✓ Work Order by Item Listing
 - ✓ Purchase Order Form

4.1.2. Core user licenses

- Core users are users that will have the ability to add, modify, and delete information by group permission. These users can also have access to supporting table management (Manage All). Core users could also have the ability to create new users, modify user permissions and restrict all user access.
- Core users are named accounts and are licensed by application.
- The number of core user licenses quoted in this proposal is five (5).

4.1.3. Light user pages

- Light User Service Request Page – allows light users to fill out a pre-defined service request form that will generate a new work order when submitted. This page will also allow light users to view submitted request history for their agency. A Light User Service Request Page is included as part of this proposal.
- The total number of light user pages included in this proposal is one (1).

4.1.4. Light user licenses

- Light user accounts provide access to the light user pages, as defined above. Core administrative users will manage the light user access and permissions.
- Light users are named account and are licensed by application.
- The number of light user licenses quoted in this proposal is twenty (20).

4.1.5. Enhancements software

- No enhancement software is included with this proposal.

4.2 Hardware deliverables

For hosted solutions, Mcmtech will provide the following in the cloud hosted environment:

- All licensing, storage and backup for the database and application
- Maintain access to the application via secure web address (using SSL)

	Server	Workstation
Operating System	Windows 2012 or Higher	Windows 7, 8, & 10
Database Platform	Microsoft SQL 2016 Standard or Higher, SSRS	
Hardware	Database Server: Minimum – 8GB RAM Raid 5 Drive configuration Recommended – 16 GB RAM 4 ea. SCSI/SATA Drives – Raid 10 Web Application Server: 8 GB RAM (min. depends on projected user load)	
Web Application	IIS 7.5 or higher .Net 4.5 Framework	Browsers: Google Chrome, Safari for iOS
Storage Requirements	Application – 500 MB min Database – 1 GB min	

- Application may be hosted in a virtual server environment.

4.3 Professional Service deliverables

It's essential to have the proper implementation services to ensure a successful deployment of any software application. The following is a list of professional services that are included as part of the software implementation:

4.3.1 Project management

a project manager will be assigned to lead the project and handle scheduling and assignment of the project tasks among the Mcmtech project staff.

4.3.2 Pre-engineering

During pre-engineering, Mcmtech will conduct information gathering interviews and meetings to review the Customer's current business processes. These pre-engineering sessions will allow the Mcmtech Project Management staff to better understand the environment for which the software solution will be installed and identify the most effective plan for the implementation process. The typical areas covered will include:

- Work flow processes
- User roles and permissions
- Data structure

- Review of the data conversion plan
- Training considerations

4.3.3 Database configuration

Mcmtech has a standard schema and page design for each of our solution applications. The Customer will receive the standard database schema and default pages, unless noted differently in this section. Based on discussions and review of the application during the pre-engineering process, the standard pages may be adjusted as follows:

- Mcmtech can remove fields from screens that are not needed
- Mcmtech can change field labels
- Mcmtech will manage "Custom Fields" per asset category per the customer's request

Other standard configuration tasks included with database configuration:

- Supporting tables
- User Groups and Permissions
- Menu Configuration
- Report Form Modifications (logo, address, etc)

4.3.4 Software installation

The Mcmtech project staff will install the software solution either in the cloud environment or on the Customer's network depending on the proposed solution delivery method. For cloud solutions, all of the hardware and software needed to host the solution will be provided by Mcmtech and the cloud provider. For on-premise installs, the Mcmtech project staff will work with the Customer to install the software according to the Customer's I/T guidelines.

4.3.5 Data conversion

The Mcmtech project staff will perform a conversion of Customer data one time, prior to user training. The preferred format for data conversion is Microsoft Excel. Data will be reviewed prior to conversion, and the Customer may need to spend time consolidating data files. The Mcmtech staff will then take the final data and load it into the solution database to match the configuration of the system. Once the data is converted, a data review will take place to ensure the Customer is satisfied with the final result.

As part of the implementation, unless otherwise noted, Mcmtech will convert the following data.

- Agency / Customer information (single file)
- Asset information (single file)
- Site data (single file)
- Historical Work Order information (single file)
- Parts/Consumable Inventory information (single file)

** Data will only be converted one time. **

4.3.6 User training

Following data conversion, the Mcmtech project staff will conduct user training.

4.3.6.1 Training Schedule

The training schedule will be set by the Mcmtech Project Manager and Customer Project Manager. This schedule should take into consideration the availability of key personnel and their schedules.

The schedule is made up of multiple sessions that cover the same topics, so that small groups of personnel can be trained at different times, without affecting your normal workload and staffing capabilities.

A training schedule outline will be developed prior to the training sessions and agreed on by both parties.

4.3.6.2 Training Manuals

Mcmtech will provide soft copies of standard training manuals. Training materials are also made available through Mcmtech's Customer Support Portal, which is accessible by Mcmtech customers on the company website.

4.3.6.3 Training Methodology

A variety of teaching methods may be offered, including one-on-one individual training, classroom and web-based education. The training team will tailor the education to fit the number of users, timeframes and available facilities.

Depending on the needs of the customer, the training team normally recommends a combination of the following training methods:

- Classroom sessions for group specific training (i.e. Administrators, Technicians, Inventory clerks, etc.)
- Hands-on training with users at their work locations

4.4 Support & Maintenance

The proposed solution includes 12 months of annual subscription/hosting fees, Support & Maintenance for the software, starting when beneficial use of the software begins ("Go-Live"). Additional years of annual subscription/hosting fees and Support & Maintenance are included as optional items at the bottom of the

4.4.1 Application Support

A toll-free number is available to access during Mcmtech business hours for Support staff to provide guidance on the use of Mcmtech software and associated functionality, as well as Technical Assistance, which may include:

- User interface assistance (basic functionality)
- User account management
- Server migrations due to technology refresh or failures
- Changing existing field labels
- Adding or changing custom category detail fields

Standard Support hours are from 8:00 am – 5:00 pm Central Time. Mcmtech Support Line – (877) 626-6156 or Email support@mcmtechnology.com

4.4.2 Version Updates

Mcmtech provides periodic application updates that include new features which have been developed based on customer input and necessary software patches. Product enhancements are designed by Mcmtech's Product Development Team with direction from Mcmtech's Solution Implementation Engineers. Updates may include changes such as:

- New Application Utilities
- Increased Reporting Capabilities
- User Interface (UI) Enhancements
- Work Flow Improvements and Features
- Increased Application Performance

There is one (1) major release per year and the potential for multiple minor releases. These version updates are made available for download through the Mcmtech Customer Support Portal as they are issued. Mcmtech will schedule and assist customers with performing yearly major updates and any minor releases or patches that may be required between the major release periods.

4.4.3 Update webinars

Mcmtech provides a webinar review of new Features and products to ensure that customers are up to date on all the latest enhancements and how they can utilize them within their organization. It is available for download on the Mcmtech Customer Support Portal.

4.4.4 New Version Upgrades

Maintenance customers are offered incentives on future full version upgrades. Version upgrades are not included under support and maintenance.

4.4.5 Services Not Covered

Support & Maintenance does not cover Custom Development, page or schema changes, building custom reports, dashboard modifications or converting data (beyond the one-time conversion). These services must be scoped and quoted per request.

4.5 Requirements beyond Project Scope

Any deliverables or requirements beyond those identified in this SOW are subject to additional costs and should be negotiated separate from this proposal.

A separate proposal or change order will be provided along with documentation on the new requirements that must be agreed upon by both parties outside of the existing project scope.

4.5.1 Additional Costs Incurred

Additional costs incurred by the **Customer** before, during, or after the implementation that may be required as a result of this project but are outside the deliverables defined in this SOW will be borne solely by the customer. This includes, but is not limited to, cost for the purpose of providing site access, insuring technological compatibility, and undertaking hardware upgrades.

Also, Mcmtech will not incur or invoice the Customer for any expenses relating to activities outside of the scope of work, without prior approval from Customer.

5. Project Timeline

Mcmtech proposes to begin the implementation process, within 90 days of the contract award and to complete the implementation of the system within 120 days of the start date of the project. Mcmtech will not be responsible for delays caused by the unavailability of Customer personnel, or other events beyond its control (e.g. malfunctioning infrastructure elements, delays of input data), as these delays could directly impact end-date deliverables.

6. Project Milestones

The Project will be broken down into several project milestones to allow the Project Team and the Customer to track deliverables and completion of tasks.

The proposed Project Milestones are as follows:

1. Purchase order issues; software installed in host environment
2. Pre-engineering and database configuration services delivered
3. Data conversion and User Training
4. Final Acceptance

These project milestones are listed in Appendix A: Milestone Completion Document.

7. Project Final Acceptance

Final acceptance is defined as the completion of all deliverables and recognition of beneficial use of the software. Final acceptance will be confirmed by customer signature on Appendix A (Milestone Completion Document).

Appendix A – Milestone Completion Schedule

Task / Milestone	Acceptance Criteria	Completion Date	Payment	Signature / Title
Milestone #1	<ul style="list-style-type: none"> ✓ Purchase order issued ✓ Software installed in host environment 		100% of software	*No signature required
Milestone #2	<ul style="list-style-type: none"> ✓ Pre-engineering complete ✓ Database configuration 		30% of services	<u>Customer Signature</u> <u>MCM Technology - Project Manager</u>
Milestone #3	<ul style="list-style-type: none"> ✓ Data Conversion and User Training 		30% of services	<u>Customer Signature</u> <u>MCM Technology - Project Manager</u>
Milestone #4	<ul style="list-style-type: none"> ✓ Final Acceptance 		10% of services	<u>Customer Signature</u> <u>MCM Technology - Project Manager</u>

* Completion of Milestone #4 and subsequent signatures constitutes acceptance by Customer as project completion.



MCM Technology, LLC
 3510 Vann Road, Suite 105
 Birmingham, AL 35235
 (205) 655-8949

This quote is intended exclusively for the Project and Licensee stated below

Proposed to:

Customer: Worcester County, MD
 Quick Quote: Worcester County, MD_4
 Contact: James Hamilton
 Email: jhamilton@co.worcester.md.us

Proposal Date: 7/1/19
 Proposal Expiration: 7/31/19
 Channel Contact(s): -Unknown-
 MCM Rep: EL
 Quote #: Worcester County, MD_4_20190701

License Key: LN43847-3871456

Software Applications

Subscription Licensing

	Number of Months Quoted:	Qty
4071-MO-CS-S	Commshop powered by Motiondeck (per user / per month)	12
4071-MO-SRLU-S	Service Request Light User	5
		20

Total Software Subscription Fees:
 (Support & Maint Included in Subscription Fee)

PROFESSIONAL SERVICE BUNDLES *

		Qty
4011-MO-CS-PSB-S	Commshop Prof Svcs Installation Bundle	1
4011-MO-LU-PSB-S	Light User Page Prof Svcs Installation Bundle	1

Total Professional Service Bundles:

TOTAL YEAR-ONE COSTS:

4071-MO-CA-L-SM2 ** Year 2 Annual Subscription, Support & Maintenance (includes hosting fees)
 4071-MO-CA-L-SM3 Year 3

Unit Price	Extended	Discount Price
\$ 3,300.00	\$ 16,500.00	\$ 14,850.00
\$ 75.00	\$ 1,500.00	\$ 1,350.00
	\$ 18,000.00	\$ 16,200.00
\$ 40,000.00	\$ 40,000.00	\$ 36,000.00
\$ 1,750.00	\$ 1,750.00	\$ 1,575.00
	\$ 41,750.00	\$ 37,575.00
	\$ 59,750.00	\$ 53,775.00
	\$ 18,720.00	\$ 18,720.00
	\$ 19,468.80	\$ 19,468.80

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

** Support & Maintenance (and/or subscription license, if applicable) shall be renewable annually for any number of 12 month terms. The annual renewal rate shall be determined based upon the prevailing rates at the time of the renewal. At no time shall the renewal rate increase more than 5% over the prior year's rate. The full year's renewal fees are prepaid and are due and payable at the time of the renewal. Support & Maintenance includes: technical support regarding software questions; guidance regarding operational interactions; release updates to existing modules; patches & fixes; and new enhancements.

Future years of this quote have an annual increase of 4.0%

* Professional Services Bundles include any number of the "non-bundled" Professional Services listed above, including those necessary for the implementation of the purchased Software Applications.



ASSET & SERVICE MANAGEMENT SOFTWARE SOLUTIONS

MCM Technology provides comprehensive asset and service management software solutions specifically designed to meet the complex demands of Federal, State & Local Government Public Safety Radio Communications Departments. MCM offers a turnkey solution delivery based on the industry's best practices and backed by proven software solutions that have been implemented in some of the largest and most recognizable Federal, State & Local communities in North America. Our CommASSET and CommSHOP Solutions bring an unprecedented level of operational efficiency and system-wide accountability.

MCM's solutions are enterprise-class, multi-user software applications that are scalable in nature, allowing the scope of the solution to be tailored to the needs of each client. The software allows for the recording and continued management of data related to serialized and/or capitalized assets and has very specific functionality for configuration management related to radio system assets. In addition to asset management components, our solutions also allow for tracking of historical service records by way of an integrated Work Order application, managing consumable parts inventory usage, generating billing records based on flat rate and / or time & material usage, purchase order creation for parts and much more.

In addition to the software features and functionality mentioned above, MCM's solutions include turn-key implementation services by way of a professional group of software engineers who have developed the process around the communication industry's best practices through their experience as industry experts. Our engineers have implemented these solutions in well over 150 Public Safety Communications agencies across North America, including many of the largest Federal, State, City and County Communications Departments – US Coast Guard Communications, Control & Command; State of Texas, Virginia, Idaho, Arizona and New Mexico; Baltimore County, MD; Richmond, VA; Fairfax County, VA; Atlanta, GA; Chicago, IL; Columbus, OH; Miami-Dade County, FL; Los Angeles, CA; San Diego County, CA; Nashville, TN; Orlando, FL; Harris County, TX; Oklahoma City, OK and many more. Having been deployed in so many Public Safety Communication Departments, these solutions have proven time and time again to be the industry's best solution for preparing a communication operation for any obstacles it may encounter through the effective planning and integration of a streamlined work-flow process geared to maximize the use of communications resources.



MCM Technology Solution Features by Module

UNIQUE COMPETITIVE ADVANTAGES:

The following features of the individual applications found in MCM's Solutions help create a competitive advantage over other asset management software tools based on the specific functionality that has been built into the product to help Communication Departments manage their radio system and all related resources. There is a reason the CommSHOP Solution has been selected by so many Communication Departments – this tool has specific and unique features that allow these departments to manage their resources in a way that they can be deployed and functional when needed most, and the people implementing the system understand how the radio business works!

General Solution Features

- HTML5 web-based application that can be deployed in the cloud (SaaS licensing) or on-premise (Perpetual licensing); SQL database back-end
- Solution supported on Windows applications as well as iOS and Android platforms for mobile deployment (supports the following browsers: Edge, Chrome, and Safari for iOS)
- Can be run in a virtual server environment
- Configurable queries of data with filters throughout the system, allowing each user to determine what views of data they would like to see in each module.
- Queries can be saved for each user profile to ensure the search is easily accessible the next time the user needs to view it
- All queries of data can be exported to Excel or .CSV format to be saved on a client's local machine
- Dashboard features are integrated throughout the system, with dashboard views for assets, work orders and inventory; filters can be applied to graphs to change the output of the graphs
- Supports single sign on with Windows; capable to be integrated to Active Directory
- File attachments for pictures and other file type (.pdf, .docx, .xls, .cpg, etc.) to any record throughout the system – Agency, Asset, Work Order Inventory
- Related attachments can be linked to a specific attribute, which then automatically links the attachment to every record with that same attribute.
- Automatic change history for any field in the system, with user / date / time stamp



Agency Management

- Agency Group / Agency / Location multi-tiered hierarchy
 - Allows for statewide / region-wide asset assignment and tracking
 - Many systems restrict the hierarchy to one or only two levels
- Identify sub-locations (sites, buildings, divisions) within agencies for tracking of an asset's physical location
- Site-specific application available for managing radio site locations and linking infrastructure assets to the site locations
- Query / filter by Agency to know where assets and work orders have been assigned
- Set Agency Status to determine notifications during the repair process
- Record and manage contacts for agencies so assets ownership is properly determined
- Radio System / Range assignment to the individual agency for tight control over Unit IDs
- Unlimited Date/Time/User stamped notes per agency
- Integrated to Asset and Work Order modules
- Billing contact information recorded for reporting and invoicing agencies
- Mark whether the agency is billable or not
- Set tax bracket and revenue center for each agency
- 6 Price Levels assigned at agency level for labor and consumable inventory charge-backs
- Custom definable fields for additional information that may be required at the Agency level (configured during implementation)
- Built-in alerting capability to create alerts in the software and send e-mail based alerts driven by changes made to the system or dates

Asset Management

- Track assets by the following data points:
 - Asset Number
 - Serial Number
 - Model, Manufacturer, & Description
 - Asset Status (which can trigger a provisioning change with our Radio Provisioning through Genesis)
 - User defined asset status tracking – Active, inactive, lost, on loan, etc.
 - Radio ID
 - Programming Template (radio programming) with code plug or personality file
 - Agency assignment
 - Agency location or Site location assignment
 - Assignment (person) & Vehicle
 - Building (label user-defined)
 - Room (label user-defined)



- Floor (label user-defined)
- Custom Configuration Management fields by Category of asset
 - .i.e. track Unit ID, Alias, Firmware, Flashcode, & options for portable radios
- Parent / Child relationship tracking between assets
- Assign assets to an agency, sub-location, site, person, vehicle, or one of (3) user defined locations
- Asset Import Utility (from spreadsheet) with template configuration
- Bulk Asset Update Utility (Allows end-user to query specific asset for bulk changes)
- Multi-Asset Transfer (Ability to query/select one or many assets for transfers)
- One-Click ability to see Open or Historical work orders per asset with drill down
- Ability to create unlimited user/date/time notes per asset record
- Ability to see all Unit ID assignments per asset with “master system” designation
- Financial information tracking:
 - Identify the date an asset was purchased & date in service
 - Track the vendor, purchase order, and cost of each asset
 - Track Warranty & maintenance dates / expirations
 - Preventative Maintenance schedules
 - Record grant-related purchases (also by fiscal year)
 - Flat rate billing per asset for maintenance fees
- Ability to create custom fields per asset category in the following formats (set up during implementation):
 - Binary / Text
 - Custom “Drop Down” Lists
 - Date field
 - Required / Not Required settings for each field (Check Box)
- Automatic email and/or system-based alerts can be sent based on changes made to asset records, dates recorded in the system (out of service date, preventative maintenance date, etc.) or a lack of change to a field after a certain amount of time.
- Configuration / Version Management
- Integrated Programming Template tool within the Asset Module
 - Create standardized templates attaching code plugs, users’ manuals, and recording firmware / flash code information
 - Ability to historically track template changes (date/time/user)
 - Set alerts to update firmware, encryption or other programming
 - Easily create asset export of template information
 - Administratively assign physical code plug or any other files to template record
 - End user can easily see and pull physical code plug to local workstation
 - Easily create asset/radio export of template information
- Bulk Asset Update Utility allows client to make mass changes to configuration / versions



- Perform swaps of assets (one for one) that swaps the Agency, location, vehicle, personnel, ID, and Alias assignment based on the configuration of the tool.
- Allow "Light User" access to asset records with "read only" or limited edit permissions

Radio ID Management

- Allows for unlimited number of Radio Systems
- Allows for unlimited number of system ranges for each system
 - Ranges can be assigned to single or multiple agencies (for system range sharing)
 - System allows view of available and assigned Unit ID's per range / per agency
 - Ability to automatically move assigned IDs during the radio swap
 - Historically tracks all ID changes with date/time/user/system stamp
- Full ID change transaction by user/date/time/agency/system/range
- Ability to clone or not to clone ID's per system
- Automatic hex conversion for Unit ID's
- Application can assign next available in the approved ID range
- Prohibit IDs to be assigned to a radio that is not approved for the appropriate range of IDs

Radio Activity Manager (Genesis Integration) for Radio Provisioning

* requires Genesis and Motorola software applications as well; must purchase all interface components to achieve the following functionality

- Automatically send radio status (i.e. active, inactive, etc.), Unit ID, Alias, security group, and more to Genesis' GeniiB application, which then has the capability to push the data directly to the Motorola Provisioning Manager Interface.
- Manage data in one location and have it automatically update the PMI
- Change IDs, Alias information directly in MCM's software and have it push automatically to the PMI through Genesis.
 - Allow radio users to change their own Alias and update the PMI
- Turn on / off radios on the PMI through MCM status changes
- View last affiliated date, time, zone, site, group and group alias information on the MCM asset record for that particular radio
- Real-time, live monitoring of a radio's traffic on the system within the MCM asset management database



Work Order Management

- Create / Maintain work orders
 - By Agency / Agency Location
 - By single or multiple Assets (Multi-Asset W/O)
- Use work order record as a transaction to issue consumable inventory to an agency
- Ticket Copy function (create exact copy of work order from previous)
 - Streamlines repetitive service activity
- Perform asset swaps on the fly within work order
 - Ability to keep asset configuration or use new asset configuration, including IDs
- Integrated Signature Capture on Work Orders
- Ability to bill T&M per work order (full billing capability)
- Ability to change bill-to for each work order (radio belongs to one agency / bill another)
- Custom user-defined fields available in work order, configured at implementation
- Problem / Solution Codes (user-defined) available within specific service codes
 - Reduce required typing / keep data format consistent
- Ability to manage unlimited labor services with specific agency-based rates
- Ability to manage overtime within work order labor services
- Ability to assign parts inventory to each specific ticket (permission to pull parts)
- See Bin, Count and cost information immediately upon selecting consumable part
- Unlimited tech and tech time per work order
- Permission based work order close / open capability
 - User defined work flow process for work order open, completion, and posting
- Custom designed work order / invoice / packing slip forms
- Allow "Light User" access for users to submit a request for service, which automatically creates a work order and sends notifications to the core users to complete the work order

Consumable Parts Inventory & Labor Rates

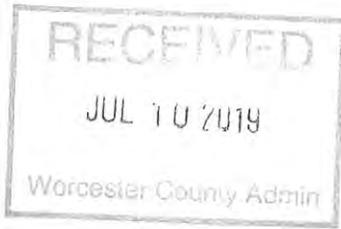
- Ability to allow users to manage locational based inventory
- Per user permission to pull parts out of inventory
- Multi-location parts inventory
- Vendor / Purchase history tracking (by part number)
- Universal pricing updates based on vendor costs
- See Bin, Count and Cost information immediately upon selecting consumable part
- Track parts usage based on work order records / manual updates
- Set re-order levels and auto-initiate purchase requests when parts hit re-order quantity
- Evaluate costs of parts for budgetary estimates
- Set multiple price levels for parts for billing of agencies at different costs



- Track last purchase cost / average purchase cost
- Set labor types / rates per service via the parts inventory module

Purchase Orders

- Create purchase orders when parts inventory drops below re-order level point
- Track vendors and costs of inventory
- Manage outstanding orders
- Fill orders upon receipt; replenish inventory automatically
- Track shipping vendor / ship to information



10

BILLY BIRCH
DIRECTOR

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

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *B.B.*
Re: Licensing Agreement Contract – Ergo Metrics
Date: 8 July 2019

The Department of Emergency Services (DES) is requesting the County enter into a Licensing Agreement with Ergometrics & Applied Personnel Research, Inc. (ERGO Metrics) which will support national security testing for 911 staff at a cost of \$30 per applicant. Sufficient funds for these services are included in the DES budget for FY20. This agreement has been reviewed and approved by the County Attorney. Furthermore, we request that Chief Administrative Officer Harold L. Higgins be authorized to sign future agreements which will be required prior to each testing session.

I am available to answer any questions at your convenience.

Attachment (1)



Worcester County Emergency Services
Licensing Agreement
Attachment A

Pricing

Per Applicant License:

Ecomm National Testing One Time Setup Fee	<i>Paid</i>
20 Applicants @ \$30 each	\$600
(\$150 minimum order)	

**cast may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
05/20/2019	06/24/2019

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a \$500 lost fee. Any lost test materials must have the incident documented on company letter head and will be subject to lost fees.

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The Licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of ~~Washington~~ Maryland.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. ("Ergometrics") (Licensor). By accepting the Ergometrics test materials for use, you are agreeing to the terms of this Agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Principal Signer _____		Date _____
Signature _____		
Title _____		
Agency Name _____		
Physical Address _____		
City _____	State _____	Zip _____
Telephone _____	EMail _____	

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Authorized Contact _____
Title _____
Telephone _____
EMail _____

Authorized Contact _____
Title _____
Telephone _____
Email _____



Return to:
Ergometrics &
Applied Personnel Research, Inc.
18720 33rd Avenue West
Lynnwood, WA 98037
FAX: 425-774-0829
Or email to your current
Client Services Representative

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product: _____
License Type: _____
Highrise: _____
Exam HQ: _____
Notes: _____



11

BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County

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

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *E.B.*
Re: Authorized over expenditure request
Date: 9 July 2019

I am respectfully requesting an authorized over expenditure for the Department of Emergency Services (DES) overtime budget G/L Account 100.1102.044.6000.400 in the amount of "\$169,444.17" which is a delta of \$99,444.17. The FY 19 overtime allotted amount was \$70,000. Please note there was a cost savings of \$14,915.58 from FY 19 DES salaries budget G/L Account 100.1102.044.6000.100. Which reduces the over expenditure to \$84,528.59.

This overage is the result of many factors: #1 employee shortages which increased overtime cost. #2 increased training cost for new hires. #3 overtime for medical, funeral, sick, personal, and vacation leave.

The FY20 budget has been increased to deal with additional operational overtime requirements and the addition of 3 part time employees to reduce overtime usage.

I am available to answer any questions that may arise at your convenience.



12

BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES Worcester County

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

Note: Removed pages 5-6 and 25-27 from public package due to proprietary and confidential information.

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *B.B.*
Re: Shelter Bid selection with Over Expenditure Authorization
Date: 9 July 2019

The Department of Emergency Services has been working toward the replacement of the existing communications shelter located at the Snow Hill Water Tank for several years. The existing shelter is a lightweight fiberglass construction and is in poor condition as is the emergency generator that powers it. Funding in the amount of \$300,000 toward the replacement of this structure was appropriated within the Assigned Fund Balance as part of the FY19 budget process and a Request for Proposals was released for the replacement of the structure with bids due on May 28th, 2019.

P. 43

A total of two bids were received for this project by the deadline. The first proposal, received from BDC Group, Inc. in the amount of \$309,487.71, was reviewed and found to not be fully compliant with the requirements of the RFP and includes language indicating that there pricing and availability of required materials may change between the time of bid submission and receipt of a purchase order. The second proposal, received from JG Contracting Company in the amount of \$374,400.00, was reviewed and found to be fully compliant with the requirements of the RFP.

P. 4

P. 15

This facility houses critical components that impact nearly all government internet, telephone and public safety radio communications within Worcester County used by state, county and municipal governments. As a result of the significant amount of fiber optic, microwave and other items that must be addressed as part of this project, in addition to this procurement, completion of this project requires additional work performed by others to include fiber optic splicing, RF cabling and connection to the electrical utility. These items that are outside of the scope of this specific procurement are estimated to cost approximately \$75,000.

The Department of Emergency Services respectfully requests the County Commissioners provide for an over expenditure in the amount of \$149,400 and award this procurement to JG Contracting Company in the amount of \$374,400.00.

I am available to answer any questions at your convenience.

Attachment (1)

Competitive Bid Worksheet

Item: Communications Shelter Replacement

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, May 28, 2019

Bids Received by deadline = 2

Vendor's Submitting Bids

Total Bid Price

BDC Group, Inc.
Courtney Elizabeth Senters
1936 51st Street NE
Cedar Rapids, IA 52402

* 309,487.71

JG Contracting Company
100 West Main Street, Suite 200
Carnegie, PA 15106

* 374,400

BID FORM

Communications Shelter Replacement

I/we have reviewed the specifications and provisions for furnishing and installing One (1) Concrete Communications Shelter and associated site work. I/we have reviewed the technical specifications within the Request for Proposals and understand said requirements. I/we hereby propose to furnish the equipment as specified:

Make: Barbour Building Systems Model: Custom

Total bid price: \$309,487.71

The product will be delivered within 100 calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID

Date: 05/22/19

Signature: 

Typed Name: Dennis Bruce

Title: President & CEO

Firm: BDC Group, Inc.

Address: 1936 51st Street NE

Cedar Rapids, IA 52402

Phone: 319-389-3282



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Iowa Insurance Agency 4101 Glass RD NE, PO Box 997 Cedar Rapids, IA 52406-0997 Robert L. Hammerberg	319-393-5262	CONTACT NAME: Cindy Foster PHONE (A/C, No, Ext): 319-393-5262 FAX (A/C, No): 319-393-3161 E-MAIL ADDRESS: cfoster@firstiowa.com
	INSURER(S) AFFORDING COVERAGE	
INSURED BDC Group Inc. 1936 51st Street NE Cedar Rapids, IA 52402	INSURER A:	CONTINENTAL WESTERN GROUP NAIC # 10804
	INSURER B:	ACCIDENT FUND COMPANY NAIC # 10166
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA3210238	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3210238	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA3210238	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6176438	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equip			CPA3210238	11/01/2018	11/01/2019	Limit/Ded 75000/1000
A	Installation Fltr			CPA3210238	11/01/2018	11/01/2109	Limit/Ded 500000/2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Please Contact First Iowa Insurance at 319-393-5262 to request a certificate of insurance	SAMPL-2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert L. Hammerberg</i>
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NOTEPAD

INSURED'S NAME BDC Group Inc.

BDCGR-2
OP ID: JA

PAGE 2
Date 03/12/2019

Professional & Contractors Pollution Liability Policy:

Carrier - Indian Harbor Insurance Co.
Effective - 11/1/18-11/1/19
Professional - \$2,000,000 w/ \$5,000 self-insured retention (SIR)
Pollution - Jobsite \$2,000,000 w/ \$5,000 SIR
 Transportation \$1,000,000 w/ \$5,000 SIR
 Non-owned Disposal Site \$1,000,000 w/ \$5,000 SIR

windstream



Windstream
5020 Smythe Dr
Evansville, IA 47715

Phone: 812-318-1627

We have used the team at BDC Group for several years now because of one simple fact: BDC Group will handle your telecom projects like they were their own.

In 2017 we hired BDC Group to build out and install a fiber regen site for Windstream in Snyder, Texas. Their caring team of experienced professionals built out the entire site including a custom platform design, engineering, surveying, and civil work. They even completed power up and testing for us.

After the site was completed, an issue was discovered on a Friday afternoon. I contacted BDC Group right away to assist and their electrician was on site on Saturday morning to correct the problem.

If you hire these guys for your next telecom project I am sure they will make you look good as they have always done for me.

Kyle Penick

Kyle Penick
Land & Buildings Engineering West
Windstream

Phone: 812-253-1597
Mobile: 812-449-1916



December 14, 2018

Dennis Bruce
BDC Group
1936 51st Street
Cedar Rapids, IA 52402

Dear Mr. Bruce

I wanted to share my companies experience we had with you on our long-haul build project.

We contacted BDC Group looking for a solutions provider for two co-location sites for our fiber network expansion. BDC Group came back with a competitive design solution to fit our requirements and challenging time frame for the project.

BDC Group's solution included full site construction, a new prefabricated concrete shelter, generator and integrated DC power plant. BDC also was there for all questions and concerns even after the project was complete.

Considering all of the moving parts, I would highly recommend hiring BDC Group and their project management staff to build any infrastructure on time and on budget.

Thanks,

A handwritten signature in black ink, appearing to read "Steve Ragland", written over a horizontal line.

Steve Ragland
VP Implementation and Operations
SummitIG LLC.

sragland@summitig.com

NebraskaLink

December 12th, 2018

Trent Pearson
BDC Group
1936 51st Street
Cedar Rapids, IA 52402

Dear Mr. Pearson,

I am writing on behalf of the experience we had with Kevin Minor and BDC Group throughout our Scottsbluff, Nebraska Hut project in August of this year. During this project, we had some aggressive timelines in place and your planning team was able to facilitate delivery and installation of the shelter earlier than expected. This was instrumental in our execution and completion which ultimately ensured customer satisfaction on our end.

In addition to meeting our expedited timelines, BDC Group worked to get new HVAC units ordered and shipped to us so we can get the hut on-site and turned up more efficiently. During the installation process we encountered installation issues which Kevin was incredibly helpful and resourceful in getting things resolved. Kevin worked directly with our third party HVAC contractor to get things lined up and installed correctly.

This level of customer service is higher than we could have ever imagined. BDC Group showed a willingness to go above and beyond to ensure our satisfaction at every step in our project and is the reason we are dedicated to making sure they are our first call for all future shelter needs. I really cannot say enough good things about our experience with BDC group.

If you would like additional information about our experiences with BDC Group you can reach out to me any time.

Kind Regards,



Anthony Rich

Outside Plant Manager at NebraskaLink Holdings LLC.

402-706-9950

anthony.rich@nebraskalink.com

Barbour Building Systems

Manufacture Limited

Warranty

Building Systems warrants to the original owner, that the precast concrete building, erected within the United States, will not have rain water penetration caused by atmospheric conditions within a period of 60 months due to exposure to normal environmental conditions and will cover parts and labor as outlined in Pricing Schedule below provided the maintenance plan in Addendum A is followed explicitly and recorded by way of a maintenance log and reviewable. Shelter warranty is exclusive and in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Such warranties are specifically disclaimed.

Warranty Matrix

Coverage	Coverage Period (Starting date of receipt)	Coverage Detail	Coverage Cost	Deductible (per occurrence)
Shelter- (Structural Integrity)	96 Months	Shelter Structure	\$0	\$0 First 10 years \$500/Occurrence plus mobilization Years 6-10 for mobilization
Non-Manufactured Parts and Components	Manufacturer's Warranty period	Non-Manufactured Parts and Components		Manufacturer's Warranty
Workmanship	12 Months	Manufacture Labor Related Workmanship	\$0	\$0

This warranty applies to buildings that remain in place at the original deployed site in strict accordance with all applicable manufacturer and Manufacture Construction instructions. The foregoing warranty is extended solely to the original owner, and is not transferable or assignable.

Our warranty does not cover normal maintenance items, repairs or replacement of consumable parts such as cleaning or replacement of filters, or items that are installed in accordance with the manufacturer's instructions and are operating effectively and are not used in the manner in which they were designed.

In the event of the failure of the building to conform to the foregoing warranty, Manufacture Building Systems must be notified in writing as soon as the failure is discovered and provide adequate identification of the building involved in the claim, including installation, model and invoice number and date of shipment. No corrective action shall be taken without Manufacture Building Systems first having been afforded reasonable opportunity to examine the failure and to approve the method of corrective action. Failure to comply with this requirement shall void this warranty.

Manufacture Building Systems will not be responsible for any incidental or consequential damages of any kind what so ever, including but not limited to, inconvenience, loss or damage to personal property, or loss of income.

*Warranty is void if a contractor is used without the written approval of Manufacture Building Systems.

This limited warranty does not apply in the event of the following:

- a) Areas subject to salt water (marine atmospheres) or to constant spraying of either salt or fresh water.
- b) Conditions or circumstances where corrosive fumes or condensates are generated or released inside the building.
- c) Mechanical, chemical, or other damage sustained by the building during shipment, storage, erection, or after erection.
- d) Failure to provide free drainage of water from and around the building and from overlaps from other structures.
- e) Damage caused to the coating of the building by improper scouring or cleaning procedures.
- f) Presence of corrosive materials in contact with or close proximity to the building.
- g) Damage caused to the building by person or company not affiliated with Manufacture Building Systems.
- h) The defect or failure in design or workmanship of the foundation, including, but not limited to cracking, heaving, sagging, collapsing, leaking, condensation or water intrusion, in cases when the foundation is not installed by Manufacture Building Systems.
- i) Accidents or other events beyond the control of Manufacture Building Systems, LLC such as acts of war, acts of God, civil disturbances, riots, vandalism, storm damage, flying objects, animals, vehicles, damage caused by workmen, fire, flooding, earthquake, lightning, or damage during transportation;
- j) Failure of Customer to comply with the terms and conditions of Manufacture Building System's written Preventive Maintenance Program (Addendum A). The Customer shall inspect each building subject to this warranty at least twice every year, and maintain complete records of each such inspection and of any alteration, modification, repair or corrective action to the building. Copies of the subject inspection and maintenance records shall be forwarded to Manufacture Building Systems, LLC as the said records are generated. In order to protect this warranty, the customer shall:
 - a) Contact Manufacture Building Systems, LLC as soon as you are aware of the defect.
 - b) Certify to Manufacture Building Systems, LLC in writing that the item claimed under this warranty is not disqualified by exclusion of this warranty.
- k) Alterations or repairs to the building or its components not approved by Manufacture Building Systems, LLC, or the improper installation, repair or servicing, handling of the building or components or utilization of parts not supplied or approved by Manufacture Building Systems, LLC

Customer Acceptance:

Barbour Building Systems Approval:

For Customer

Printed Name

Title

Date

For Barbour Building Systems

Printed Name

Title

Date

Addendum A.

Bi-Annual Interior Inspection: To be completed by owner.

- a) Door seal, frame, and threshold and replace the door seal, and repair the frame and the threshold, if necessary.
- b) Inspect and report any water detected by reviewing cleanliness of the floor, walls, ceiling, wire way, cable tray, ground bars and other equipment. Floor tiles, baseboard molding, seam covers, and any evidence of invasion of rodents and insects.
- c) Ceiling, walls, and floor for water intrusion

Bi-Annual Exterior Inspection: To be completed by owner.

- a) Cleanliness of the shelter, coloration of stain or sealer on aggregate, peeling or fading of exterior paint on the trim and doors, HVAC units, and any possible rusting bolts.
- b) Cracks in the walls, foundation or roof, attachment to the foundation, water between the floor and foundation, and any grouting or caulking on the floor
- c) Caulk around exterior units such as HVAC, light fixtures, canopy, waveguides, drip caps, etc.
- d) Mounting hardware on HVAC units
- e) Caulking at seams, walls, roofs, grounding inserts, and floor frames
- f) Calking at Motion sensors, lights, and GFCI plugs
- g) Doors, locks, louvers, waveguide and waveguide bridge connection
- h) Roof-(Look for cracks in the roof or roofing material, bubbles, loosened roof edges, seams, roof flashing, and gutters)
- i) Check for clogging on drain pan and hose

Expected Exterior Maintenance

- a) Touch up stain or sealer, touch up paint, and clean and coat any rusted items
- b) Fill all cracks in the walls or foundation with recommended patch material, tighten foundation connection, and clean and re-grout or re-caulk damaged areas on the floor. The entire seam between the floor and foundation will be re-grouted or re-caulked.
- c) Remove areas exceeding 3" past damage on exterior units and re-caulk around the entire unit
- d) Replace or add mounting hardware on HVAC units. Repair clogging on drain pan and hose, and clean, change filters; clean coils, check thermostat/lead lag for proper operation, and check proper operation of heating/cooling and exhaust modes.
- e) Remove area exceeding 3" past damage on all seams, walls, roofs, grounding inserts and floor frames, and re-caulk on entire seam
- f) Calk motion sensors and lights and GFI plus and Gen plug, and all entrances.
- g) Adjust or repair door hinges and/or strikes, repair or replace standard door mechanisms, Patch cracks in roofing material along with any bubbles in diameter of 6" or greater, repair loose edges, seams, and flashing, and clean out and repair gutters. Apply a layer of top coat on the entire roof

BID FORM

Communications Shelter Replacement

I/we have reviewed the specifications and provisions for furnishing and installing One (1) Concrete Communications Shelter and associated site work. I/we have reviewed the technical specifications within the Request for Proposals and understand said requirements. I/we hereby propose to furnish the equipment as specified:

Make: VFP, Inc. Model: 12' x 28' Concrete Equipment Shelter
Generac 45 KW Generator
Eaton 10 kVA UPS
Total bid price: \$374,400.00 (Three hundred seventy-four thousand, four hundred and 00/100)

The product will be delivered within 150+/- calendar days from receipt of written order.

BID MUST BE SIGNED TO BE VALID

Date: May 28, 2019

Signature: 

Typed Name: John Gyurina

Title: Principal

Firm: JG Contracting Company, Inc.

Address: 100 W. Main Street, Suite 200
Carnegie, PA

Phone: (412) 446-1701

May 28, 2019

Worcester County Commissioners
Room 1103
Government Center
1 W. Market Street
Snow Hill, MD 21863

Attn: COMMUNICATIONS SHELTER REPLACEMENT PROPOSALS

Re: Request for Proposal
Worcester County, MD
Communications Shelter Replacement

Ladies and Gentlemen,

Please find attached our proposal in response to the Worcester County Request for Proposals (RFP) for the Communications Shelter Replacement in Snow Hill, MD. In addition to the completed Bid Form, we have provided the information requested the PROPOSAL DELIVERY section of the RFP. This proposal meets the requirements as stipulated in the RFP documents as clarified herein.

We appreciate the opportunity to submit a proposal for this project. We stand ready to commit our company's resources to successfully complete this project for Worcester County.

We look forward to a favorable response.

Very truly yours,
JG CONTRACTING COMPANY
Telecommunications Division



John Gyurina
Principal

PROPOSAL TABLE OF CONTENTS

JG Contracting Company, Inc. Telecommunications Division

1. Bid Form
2. Shelter Information
3. Understanding of Scope and Clarifications
4. References
5. Warranty Information
6. Options
7. Contract / Milestone Payment Application
8. Certificate of Insurance

SHELTER FEATURES

JG Contracting Company, Inc. Telecommunications Division

Upon award, shelter drawings will be provided to the County for your review and approval. Upon approval, final fabrication drawings will be prepared, sealed by a State of Maryland Professional Engineer, and provided to the County for record.

The following is a list of shelter features to demonstrate our understanding / compliance with the project requirements. These features will be fully itemized and depicted on the shelter drawings.

Construction - Concrete

- Size nominal 11'6" wide exterior (12' wide with roof overhang) x nominal 28' long exterior x nominal 10' high interior, two-room concrete shelter
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete shelter are as follows:
 - 300 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 155 mph wind load – Exceeds specified 34 psf
 - Seismic zone 4
- Exposed aggregate exterior with two coats of Thoroglaze H Sealer applied
- The proposed shelter walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the shelter door is not bullet resistant.
- The walls will be insulated with hardboard insulation, total wall is R-11
- The ceiling will be insulated with hardboard insulation, total ceiling is R-19
- The interior walls and ceiling will be sheathed with ¾" white plywood backed nupoly board
- The generator and equipment rooms will be separated by a two (2) hour fire rated wall
- Light colored industrial grade 12" x 12" vinyl tile floor covering with 4" rubber base trim mold
- One (1) 36" wide x 84" high insulated steel exterior door, with stainless steel ball-bearing tamper-proof hinge, mortise lockset, panic bar, latch guard, magnetic gasket and fiberglass weather hood (equipment room)
- One (1) 48" wide x 84" high insulated steel exterior door, with stainless steel ball-bearing tamper-proof hinge, mortise lockset, panic bar, latch guard, magnetic gasket and fiberglass weather hood (generator room)
- Two (2) hydraulic door closers

Power Distribution

- One (1) MOV Type II surge arrester; Transtector Model: B82XRR

- One (1) 200 Amp, Transtector 1101-602-123644 integrated load center 120/240 VAC, single phase, 60 Hz, 42 space main breaker, with internal manual transfer switch, internal TVSS (MCP 120TA-10M), 200 Amp subfeed breaker, in a NEMA 1 surface mount enclosure
- Integrated load center to be supplied with the following breakers:
 - Two (2) 40 Amp double pole
 - Twenty (20) 20 Amp single pole high magnetic
- One (1) 200 Amp, 240 VAC, single phase, 60Hz, 40 space main breaker, snap-in utility power distribution panel, in a NEMA 1 surface mount enclosure
- One (1) 200 Amp, 240 VAC, fused, double pole, single throw safety switch in a NEMA 3R enclosure
- One (1) 200 Amp, four pin exterior power receptacle with pin assignment label on wall; Appleton Model: AJA20044-200
- One (1) Appleton AP20044-CD plug and 50' of conductor cabling terminated in a pigtail.
- Fourteen (14) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior GFI duplex receptacles
- Twenty-four (24) 20 Amp, ceiling mounted over equipment rack position, 240 VAC twist-lock receptacles; NEMA L5-20R
- Two (2) 20 Amp, 250V, ceiling mounted over equipment rack position, twist-lock receptacles; NEMA L6-20R
- One (1) 20 Amp, NEMA L5-20R receptacle dedicated to waveguide dehydrator feed

Lighting

- Eight (8) four-foot LED light fixtures
- Two (2) LED exterior door lights with photocell control with switch override
- Two (2) emergency/exit lights

HVAC

- Two (2) nominal 5-ton, 240 VAC, single phase, 10 EER, wall mount air conditioning units, with low ambient and compressor anti cycle controls, economizers, crank case heater, integral 5 kW resistance heat strips and washable dust filters
- Redundant lead/lag controls allowing approximately equal operating time on each air conditioning unit; Bard MC4002AC
- Active dehumidification controls that modulate heat and air conditioning operation to control high humidity conditions
- One (1) electric baseboard heater (generator room); Dayton 3UG86
- One (1) wall mounted thermostat (generator room)
- Two (2) 16" (at 0" of H2O static pressure) exhaust fan systems, including gravity intakes and exhaust louvers, thermostats, fiberglass hoods, permanent filters and exhaust insect screens

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. There are no provisions for audible, visual or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- Twenty-one (21) bridging clip style surge arrestors; Transtector 1101-468
- One (1) 66 punch down bridge clip silicon surge protection strip; Transtector 1101-115
- Two (2) door intrusion alarms
- Two (2) smoke detectors
- Two (2) heat detectors
- One (1) high temperature alarm
- Two (2) low temperature alarms
- One (1) high humidity alarm
- Two (2) Carbon monoxide alarms
- One (1) HVAC failure alarm derived from the HVAC controller
- One (1) Generator running alarm
- One (1) Generator transfer to load (a dry contact closure will initiate a transfer to load. If the generator is off, it will start the generator)
- One (1) Generator low oil pressure alarm
- One (1) Generator low coolant alarm
- One (1) Generator overcrank alarm
- One (1) Generator high coolant temperature alarm
- One (1) Generator low battery / charger failure
- One (1) Transfer panel switched alarm – Indicates that the transfer panel has switched to backup power
- One (1) Ventilation Fan Operation Alarm
- One (1) Type I surge suppressor alarm
- One (1) Type II surge suppressor alarm

Grounding

- One "halo" ground system consisting of a 2 AWG stranded green insulated copper halo, approximately 6 inches below the ceiling, with vertical 2 AWG bare/tinned copper drops through the floor at each corner. A length of wire is coiled at each drop to allow attachment to an exterior ring ground system by others.
- Provisions for the connection of a grounding electrode conductor at the shelter service equipment
- Interior grounding to meet or exceed Motorola R-56 guidelines and standards
- Two (2) Harger EPK16 MOT ground kits to include ¼" x 4" x 24" copper ground bars on exterior of building with exterior copper straps

- Two (2) ¼" x 4" x 24" copper ground bars on interior of building with exterior copper straps
- Eight (8) Panduit Rack Grounding Kits; Part 314733
- One (1) ¼" x 4" x 12" Telco ground bar

Generator System

One (1) Generac Industrial gaseous engine-driven generator, naturally-aspirated, 5.4L, V-8 engine consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 45 kW Rating, wired for 120/240 VAC single phase, 60 Hz
- Permanent Magnet Excitation
- With upsized 60kW alternator
- No Enclosure (open-set)
- UL2200
- EPA Certified
- Ultra-low Emissions
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise

- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- LP Vapor fuel system
- 60 kW
- 8 Function Alarm Relay Panel
- 21 Light annunciator
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Flex Fuel Line
- Primary MLCB, 80% rated thermal-magnetic
 - 200 Amp
- 2-Year Comprehensive Warranty
- SG0045AG035.4V18HPNNC
- Includes Factory Startup with ATS Test
- Additional heat shielding included on all exposed piping
- On-site one-hour load bank test
- **Generator is capable of IP network monitoring/control, devices required and the necessary connections are considered to be buyers responsibility and are not included in this quote**

One (1) GTS series automatic transfer switch consisting of the following features and accessories:

- 200 Amp, 2 pole, 120/240 VAC, single phase, 60 Hz, with 2-wire start circuit
 - Utility Voltage Sensing Controls
 - Adjustable drop-out and pick-up
 - Adjustable utility interrupt delay
 - Adjustable Logic Controls
 - Minimum standby voltage
 - Minimum standby frequency
 - Engine warmup
 - In-phase monitor
 - Time delay neutral

- Return to utility
- Engine cooldown
- Transfer on exercise
- Auto/Normal/Standby switch
- Remote Auto Control Circuit
- Double set of auxiliary contacts
- UL 1008 listed, CSA certified
- NEMA 1 enclosure
- Instrument Package
- Standard set of 3 manuals
- 2-year Extended warranty
- GTS020W-2A2LDYAY

Shelter Generator Accessories

- A generator air intake (gravity) louver with weatherhood equipped with a permanent expanded metal dust filter
- A generator radiator air exhaust (gravity) louver with weatherhood equipped with an exhaust insect screen
- An exhaust pipe thimble
- A flexible duct between the generator radiator shroud and building air exhaust opening
- Heat shields on exposed exhaust pipes

UPS

One (1) uninterruptible power system with features as described below:

- Type: double conversion
- Manufacturer: Eaton
- Model: 9155
- Output kVA rating: 10 kVA
- Input phase: single phase
- Input voltage: 120/240 VAC
- Output phase: single phase
- Output voltage: 120/240 VAC
- Frequency: 50/60 Hz
- Two (2) Eaton extended battery modules (9155 EBM 64)
- Full load battery backup minutes: 69.8 minutes

- Warranty: Manufacturer's standard
- Startup: On-site startup included
- SNMP capable Power Xpert Gateway Card
- Installation wiring and conduit per manufacturer's instruction and the latest edition of the National Electrical Code NFPA70.

Shelter Accessories

- Two (2) sixteen - port/waveguide entry panels with 4" sleeves, one on rear wall, the other on end wall between HVAC units, ports to be sealed with foam insert caps
- Up to sixty feet (60') of 24" wide cable ladder/tray mounted 8' above the finished floor using threaded rod hangers, cable tray to be equipped with 6" brackets to support equipment ground wire
- Four (4) 6' Panduit FiberRunner 2x2 Hinged Duct Vertical cable manager kits with covers
- Two (2) 6' Panduit FiberRunner 4x4 raceway with covers
- Four (4) Panduit FiberRunner 2x2 system spill out junctions
- Eight (8) 19" standard 2 post 7' equipment racks
- One (1) 48" x 96" x 3/4" equipment mounting board
- Two (2) 20# dry chemical fire extinguishers (one per room)
- Two (2) 10# CO2 fire extinguishers (one per room)
- Two (2) eye wash stations
- Two (2) ten-man first aid kits
- Two (2) "Electro Magnetic Energy" signs
- One (1) wall mounted ear plug dispenser (generator room)
- One (1) 3'x3' folding table
- One (1) folding chair
- One (1) trash can with 30 liners
- One (1) broom and dust pan
- One (1) 6' 250# step ladder
- One (1) service manual
- All shelter openings to be fire stopped
- All devices, panels, receptacles, etc. shall be labeled
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electric Code, latest revision

REFERENCES

JG Contracting Company, Inc. Telecommunications Division

Company Name: Armstrong County, PA DPS
Contact Person: Mr. Ron Baustert, 911 Coordinator
Address: 131 Armsdale Road, Kittanning, PA 16201
Telephone: (724) 548-3225

Company Name: Altairis Technology Partners, LLC
Contact Person: Mr. Steve Gompers
Address: 3420 Pump Road, Suite 221, Richmond, VA 23233
Telephone: (804) 310-7379

Company Name: Charles County, MD Department of Emergency Services
Contact Person: Mr. Tony Rose, Chief of Communications
Address: 10425 Audie Lane, P.O. Box 2150, La Plata, MD 20646
Telephone: (301) 609-3550

Company Name: Maryland Department of Information Technology
Contact Person: Mr. Denis McElligott
Address: 301 W. Preston St., Suite 1304, Baltimore, MD
Telephone: (410) 260-6125

WARRANTY INFORMATION

JG Contracting Company, Inc. Telecommunications Division

The following is a summary of the warranty provisions included in this proposal.

SITWORK:

JG Contracting Company, Inc. warrants to Worcester County, MD, that for a period of one year from the date of acceptance, the project site, under normal use, will be free from defects in material and workmanship.

SHELTER:

The shelter provided for this project includes a standard (10) year warranty against structural defects in workmanship and materials in accordance with the VFP, Inc. Warranty (copy available upon request).

GENERATOR & AUTOMATIC TRANSFER SWITCH:

The Generac generator and automatic transfer switch provided for this project include a standard two (2) year manufacturer's warranty that begins at time of startup.

UPS:

The Eaton UPS system includes the manufacturer's standard warranty that begins at time of startup.

ALL OTHER EQUIPMENT:

Unless specifically noted above, all other equipment provided for this project include the longer of a one (1) year warranty or the term of warranty provided by the manufacturer.

OPTION PRICING

JG Contracting Company, Inc. Telecommunications Division

We are not proposing any option pricing. Should the County wish to explore options to the proposed work, we would be happy to provide pricing for those specific requests.

AGREEMENT

THIS AGREEMENT, made this _____ day of March, 2017 between WORCESTER COUNTY, MD, a political subdivision of the State of Maryland, having its principal offices at 1 W. Market Street, Snow Hill, MD 21863 (hereinafter the "COUNTY"),

AND

JG CONTRACTING COMPANY, INC doing business as a business corporation organized and existing under the laws of the Commonwealth of Pennsylvania having its principal offices at 100 W. Main Street, Carnegie, Pennsylvania 15106 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY advertised an RFP to invite sealed proposals for Communications Shelter Replacement; and

WHEREAS, in response to COUNTY's invitation, the CONTRACTOR submitted to the COUNTY a proposal which was accepted and a contract awarded by the COUNTY's Board of Commissioners at a public meeting held the XXXth day of XXX, 2019.

NOW, THEREFORE, for good and valuable consideration the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. It is understood and agreed that the CONTRACT between the COUNTY and the CONTRACTOR shall include all the terms and conditions set forth in the following CONTRACT DOCUMENTS, all of which are on file in the Office of the Worcester County Commissioners, and are incorporated herein by reference thereto as if set forth herein at length. This Agreement, the RFP to invite sealed proposals for Communications Shelter Replacement, JG Contracting Company's Proposal dated May 28, 2019, Change Orders duly issued with or after the effective date of this Agreement, No-Lien Affidavit, Performance and Payment Bond, Insurance Certificates and mutually agreeable monthly payment schedule.

2. The CONTRACTOR agrees to provide the services, goods, materials, equipment and/or supplies as specified in the Project Agreement, at the price(s) and locations(s) and within the time period(s) specified therein.

3. Performance of the work under this Contract is to be completed within a mutually agreeable schedule and as modified by written change order duly issued during the course of the work.

4. During the term of this CONTRACT, CONTRACTOR agrees to comply with all State and Federal laws prohibiting discrimination in hiring and employment opportunities, and to comply with the provisions of the Nondiscrimination Clause attached hereto as Attachment "A." CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age sex or handicap.

5. During the term of this CONTRACT, CONTRACTOR agrees to comply with all State and Federal laws regarding contracting with public bodies, and to comply with the provisions of the Contractor Integrity Clause attached hereto as Attachment "B."

6. COUNTY reserves the right for the COUNTY and, if applicable, the governmental source of any grant funding used to pay the CONTRACTOR (Federal Government or State of Maryland) to review such books and records of the CONTRACTOR as may be necessary to conduct an audit of all services performed, product delivered, and payments made under this CONTRACT. CONTRACTOR agrees to maintain such books and records, and retain them for a period of at least three (3) years after the termination of this CONTRACT, or until final resolution of any audit exceptions.

7. Conditioned upon CONTRACTOR's compliance with the terms and conditions of the CONTRACT, the COUNTY agrees to make payment to the CONTRACTOR as set forth below.

CONTRACTOR shall submit Applications for payment by the 25th of each month for work projected through the end of the month.

COUNTY shall make progress payments on the Contract Price, and any approved and completed change orders, on the basis of CONTRACTOR's Application for payment on or before the 30th day of the month following the month the Application for payment was submitted. All payments will be on the basis of the progress of the work measured by the Payment Terms and Milestone Payment Schedule provided for in Attachment "C." The Milestone Payment Schedule shall allocate the entire Contract Sum among the various portions of the work. This schedule shall be used as the basis for reviewing the CONTRACTOR's Application for payment and may not necessarily reflect the associated value of work.

Upon submission of Close-Out Documentation of each site, COUNTY shall pay the remainder of the Contract price not previously paid.

COUNTY understands that the scope of work included in this contract represents only infrastructure construction and not system design. Payments to CONTRACTOR are not contingent upon radio system operability.

The CONTRACTOR shall have no right to assign or subcontract any of its rights or responsibilities under this CONTRACT without the prior written consent of the COUNTY. If the COUNTY consents to any assignment or subcontract, CONTRACTOR shall remain responsible for the quantity and quality of the performance of the assignee or subcontractor.

8. If CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under the CONTRACT, or in the event of violation of any of the terms, conditions or covenants contained herein, the COUNTY shall have the right by written notice to declare CONTRACTOR to be in breach of the CONTRACT. In the COUNTY's notice of breach, the COUNTY shall specify a time period within which the CONTRACTOR may cure such breach of contract, and if the CONTRACTOR shall fail to effectuate such cure to COUNTY's complete satisfaction, the CONTRACT shall be deemed terminated as of the date specified in COUNTY's notice of breach. In such event, the COUNTY shall have the



right to recover damages through forfeiture of the CONTRACTOR's Performance Bond, and to enforce any and all rights and remedies that COUNTY may have at law or in equity.

9. This CONTRACT is entered into under and pursuant to the laws of the State of Maryland, and will in all respects be construed in accordance with the laws of said State.

10. By executing this CONTRACT, the CONTRACTOR certifies that CONTRACTOR is not currently under suspension or debarment by the State of Maryland, any other state or the federal government. The CONTRACTOR further agrees that no subcontractor who is suspended or debarred by the State, any other state or the federal government may be used by CONTRACTOR to provide goods or services under this CONTRACT, and the COUNTY shall have the right to require the CONTRACTOR to terminate any subcontract with such a debarred subcontractor.

11. This CONTRACT, consisting of the Contract Documents specified above, constitutes the entire agreement between the parties, and shall not be modified or amended except by a written instrument signed by both parties.

12. Any legal proceedings to enforce rights under this CONTRACT shall be commenced in the Court of Common Pleas of Worcester County.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT the day and year first above mentioned.



COUNTY OF WORCESTER
BOARD OF COMMISSIONERS

CONTRACTOR:

, Chair

By: _____
James Gyurina, President

, Vice Chair

WITNESS/ATTEST:

, Secretary

John Gyurina, Secretary/Treasurer

ATTEST:

, Chief Clerk

(Seal of Corporation)

(SEAL)



ATTACHMENT "A"

NONDISCRIMINATION CLAUSE

During the term of this contract, the CONTRACTOR agrees as follows:

1) CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2) CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3) CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4) It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the State of Maryland Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the State of Maryland Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6) CONTRACTOR shall comply with the Contract Compliance Regulations of the State of Maryland Human Relations Commission, 16 Pa. Code Chapter 49 and with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract, or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and

CONTRACTOR may be declared temporarily ineligible for further County or State contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7) CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency, the Office of Administration, Bureau of Affirmative Action, and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 16 Pa. Code §49.35 (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency, the Bureau of Affirmative Action or the Commission.

8) CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9) CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Maryland Human Relations Commission.

11) CONTRACTOR's obligations under this clause are limited to CONTRACTOR's facilities within Maryland, or where the contract is for purchase of goods manufactured outside of Maryland, the facilities at which such goods are actually produced.

ATTACHMENT "B"

CONTRACTOR INTEGRITY

JG Contracting Company, Inc, hereinafter referred to as the CONTRACTOR, agrees as follows:

1. DEFINITIONS

- a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the State of Maryland or the County of Worcester.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the State or the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.
- c. "Contractor" means the individual or entity that has entered into this agreement with the County, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
- d. "Financial Interest" means:
 - (1) ownership of more than 5% interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the State of Maryland and /or the County.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The Contractor shall not, in connection with this or any other agreement with the County or the State of Maryland, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or request of any officer or employee of the County or the State.

5. The Contractor shall not, in connection with this or any other agreement with the County or the State, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the County or the State.

6. Except with the consent of the County and the State, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the County and the State, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.

10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the County or which are otherwise relevant to the enforcement of these provisions.

ATTACHMENT "C"

PAYMENT TERMS

1. 5% Upon Execution of Contract and Submission of Project Schedule.
2. 15% Upon Submission and Approval of Final Design Drawings and Documentation.
3. 75% Upon Completion, including Acceptance and Testing Procedures (ATP).
4. 5% Upon Submission of Close-Out Documentation of each site.
5. Monthly invoices for above work to be based on the pro rata portion of work completed.

***All Applications for Payment shall be submitted to:

Worcester County Commissioners
Room 1103
Government Center
1 W. Market Street
Snow Hill, MD 21863

***At the County's discretion, invoices can be submitted electronically in lieu of hard copy.

CONTRACTOR'S NO LIEN AFFIDAVIT

I, James Gyurina, President and duly authorized Agent for JG Contracting Company, Inc. acknowledge that a contract with Worcester County was entered into on the ____ day of _____, 2019 for the Communications Shelter Replacement.

I further acknowledge on behalf of the Contractor, that as the aforementioned project serves a purely public purpose, by law no mechanics lien or any other lien, attachment or encumbrance may be placed upon any and all buildings or premises owned by Butler county, into or upon which any work, labor, or materials are furnished under the aforementioned contract.

The Contractor further agrees that it will secure from any and all sub-contractors, materialmen, mechanics, journeymen, laborers or other parties acting in their behalf, whose labor services or materials will be used for the aforementioned project, a sub-contractor no-lien affidavit substantially in the form of this Contractor's no-lien affidavit. Upon the request of the Contractor, the County, in its sole and exclusive discretion, may waive the need for the Contractor to secure the sub-contractor no lien affidavit, either in whole or in part.

Furthermore, Contractor acknowledges that it has secured a Labor and Materials Bond, if required in the Bid Specifications in the amount of 100% of the Contract price and that copies of the Labor and Materials Bond will be provided to all sub-contractors, materialmen, mechanics, journeymen, laborers and all other parties who will be providing labor or materials in connection with the aforementioned Contract by the Contractor.

Contractor also acknowledges that all materials used to complete the aforementioned contract will be the absolute and sole property of the Contractor. Contractor warrants that at the time of the signing of the Affidavit, no work or materials of any kind have been furnished, delivered, or ordered in connection with the performance of the aforementioned contract.

This Affidavit shall be made a part of and incorporated into the aforementioned contract.

WITNESS:

CONTRACTOR:

JG Contracting Company, Inc.

James Gyurina, President

Date



MILESTONE PAYMENT SCHEDULE

Project Name: Worcester County
 Communications Shelter Replacement
 Worcester County, MD

Application Date TBD

Application No. TBD

Description of Work or Approved Change Order Number	Amount (\$)	% Complete	Value of Work Completed		
			Total to Date	Previous Requests	Current Request
1. Snow Hill Site	\$374,400.00				
1.a Execution of Contract	\$18,720.00				
1.b Submission and Approval of Final Design Drawings and Documentation.	\$56,160.00				
1.c Completion, including Acceptance and Testing Procedures (ATP).	\$280,800.00				
1.d Submission of Close-Out Documentation	\$18,720.00				
Total	\$374,400.00				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	CONTACT NAME: PHONE (A/C No., Ext): 412-734-4900		FAX (A/C No.): 412-734-5725
	E-MAIL ADDRESS: certs@seubert.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich Insurance Company	16535
INSURED JG Contracting Company, Inc. 100 W. Main Street, Suite 200 Carnegie PA 15106	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1220741616

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO013648703	9/30/2018	9/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP980531806	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC980523406	9/30/2018	9/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WC980532306	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CPP980532007	9/30/2018	9/30/2019	\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Worcester County Commissioners
 1 W. Market Street
 Snow Hill MD 21863

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristie Lulich

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	CONTACT NAME: PHONE (A/C, No, Ext): 412-734-4900 FAX (A/C, No): 412-734-5725 E-MAIL: certs@seubert.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company	NAIC # 17370
INSURED JG Contracting Company, Inc. 100 W. Main Street, Suite 200 Carnegie PA 15106	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

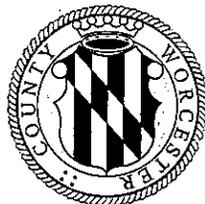
COVERAGES **CERTIFICATE NUMBER: 1284970172** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional/E&O			CCP201788813	9/30/2018	9/30/2019	\$2,000,000 Limit \$10,000 Deductible

CERTIFICATE HOLDER Worcester County Commissioners 1 W. Market Street Snow Hill, MD 21863	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kristie Lubich</i>
--	---

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



COMMISSIONERS
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

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 3, 2019



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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on April 11, 2019. Thanks.

NOTICE TO BIDDERS Request for Proposals

Communications Shelter Replacement Worcester County, Maryland

The Worcester County Commissioners are seeking proposals from qualified bidders to replace an existing fiberglass communications shelter located on the site of the Snow Hill Water Tower on North Washington Street in Snow Hill, Worcester County, Maryland with a new concrete shelter as a turn-key project with minimal site disturbance. Requests for Proposals (RFPs) are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested bidders are encouraged to attend an optional **pre-bid meeting at 10:00 AM on Monday, April 22, 2019**, at the Department of Emergency Services, Room 1002 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, immediately followed by a site visit. **Sealed proposals will be accepted until 1:00 PM, Tuesday, May 28, 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 "**Communications Shelter Replacement Proposal**" in the lower left-hand corner. Email submissions will not be accepted

After opening, proposals will be forwarded to the Department of Emergency Services for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal 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 and subcontractors being considered, previous experience of bidders and subcontractors with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Billy Birch, Emergency Services Director, at 410-632-1311 or by email to bbirch@co.worcester.md.us

Citizens and Government Working Together

✓+ KHAWK
4-4-19

POTENTIAL BIDDERS LIST
COMMUNICATIONS SHELTER REPLACEMENT

Fibrebond
1300 Davenport Drive
Minden, LA 71005
318-377-1030
sales@fiberbond.com

Custom Tower, LLC
402 Facile Road
Scott, LA 70583
337-873-9113
info@customtowerllc.com

Thermo Bond Buildings
109 E. Pleasant
Elk Point, SD 57025
800-356-2686
info@thermobond.com

JG Contracting
100 W. MAIN STREET
SUITE 200
CARNEGIE, PA 15106
412-446-1701

VFP, Inc
5410 Fallowater Lane
Roanoke, VA 24018
540-977-0500
info@vfpinc.com

NB+C Engineering Services
6095 Marshalee Drive
Suite 300
Elkridge, MD 21075
410-712-7092
mmcgarity@nbcllc.com

Modular Connections, LLC
1090 Industrial Blvd
Bessemer, AL 35022
205-980-4565
Sales@ModularConnections.com

Sabre Industries, Inc.
5031 Hazel Jones Road
Bossier City, LA 71111
800-213-2900
buildingsinfo@sabreindustries.com

INTRODUCTION

Worcester County, MD (the County) seeks to replace an existing fiberglass communications shelter located at the Town of Snow Hill water tank located on North Washington Street in Snow Hill, MD. The County desires to replace the existing fiberglass shelter with a new concrete shelter as a turn-key project with minimal site disruption.

This request for proposals is structured into seven separate components:

1. General Information
2. Communications Shelter Design
3. Generator & UPS Power
4. Fiber Optic Connectivity
5. Waveguide Ladder & Ice Bridge
6. Site Work & Installation
7. Warranty

ATTACHMENTS:

- A. Example Shelter
- B. Site Plan
- C. Bid Form

GENERAL INFORMATION

Scope of Work

This project shall include the full replacement of the communications shelter. Worcester County intends for this project to be 100% turn-key. As a turn-key project the Proposer will be responsible for the design, permitting, site construction, installation, testing, and final acceptance of the new shelter, power and related systems. All costs to provide these turnkey services shall be included in the Pricing Proposal.

Proposal Delivery

All proposals shall be delivered by **1:00 PM (Eastern Standard Time) on Monday, May 28, 2019** to the Worcester County Commissioners ATTN: COMMUNICATIONS SHELTER REPLACEMENT PROPOSALS; Room 1103 Government Center, 1 W. Market Street, Snow Hill, MD 21863

Proposals shall include, at a minimum:

- County BID Sheet with firm fixed price
- Shelter Drawing Package inclusive of:
 - Materials List
 - Floor Plan
 - Elevations
 - Electrical Schematic
 - Alarm Diagram
 - Grounding Schematic
 - Foundation Drawings
 - Installation Details
- Description of bidders understanding of Scope of Work and materials to be provided, specifically noting any exceptions to the technical requirements.
- Description of bidders experience on similar projects, including references.
- Description of bidders warranties.
- Fixed pricing for any options that the proposer wishes to include.
- Proposed contract with payment milestones.
- Copy of proposers certificate of liability insurance

Evaluation & Award

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.

Pre-Bid Meeting & Site Visits

An optional pre-bid meeting will be held on **Monday, April 22, 2019 at 10:00 AM** at the Department of Emergency Services in Room 1002 within the Worcester County Government Center located at 1 W. Market Street, Snow Hill, MD 21863. Questions shall be submitted, in writing, a minimum of four days prior to the pre-bid meeting. Any party wishing to submit a Proposal may send appropriate representatives to attend this meeting. Immediately following the pre-bid meeting a site walk will be held.

Accuracy of Information

Respondents are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of responses, negotiation of contracts, and the subsequent delivery of services pursuant to any contract. The County takes no responsibility for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during the selection process, or during the term of any subsequent contract.

Qualifications of Contractor / Sub-Contractor

Any Proposer desiring to use subcontractors must include within their Proposal a list and description of any such qualified subcontractors. Worcester County will require documentation and references to ensure the qualification of a subcontractor. The County will require that a subcontractor cannot be changed without written permission and that any changes in subcontractors will not provide an extension of time to the Contractor.

Special Requirements

Proposers must indicate any special requirements (e.g. architectural, mechanical, electrical, civil or structural modifications) that may be required to fulfill this contract that are not already defined within this document. The costs for these special requirements shall be disclosed in the Proposal as this is a turnkey project whereby the costs to furnish and install in place the new facility in service are fixed to the Proposal amount. As an example of special requirements: a geotechnical study is required for foundation design or a structural evaluation is required for antenna attachment. The County will have no obligation to pay or reimburse Contractor for any special requirement not provided for in their proposal.

Time for Completion

The Proposer shall provide a proposed project schedule as part of its proposal submission and this project schedule will be reviewed on a regular basis throughout the project.

The Project will not be deemed completed until approved by county official, inspections have been conducted with a Certificate of Occupancy provided by code officials and all systems are operational.

Failure to Deliver

In the event of failure of the successful Contractor to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the successful Contractor responsible for any costs stemming from additional purchased and/or administrative services.

Insurance Requirements

Bidders should be aware of the following mandatory insurance requirements and shall provide a certificate of insurance as part of their proposal submission:

- Automobile Liability Insurance for owned, hired and non-owned coverage, including bodily injury, per person and per occurrence and property damage per occurrence with a minimum limit of \$1,000,000.00 combined.
- Worker's Compensation Insurance meeting statutory limits as required by the State of Maryland or other applicable laws.
- Liability Insurance with a minimum limit of \$500,000.00 for:
 - Each accident for bodily injury by accident
 - Bodily injury by disease
 - Employee for bodily injury by disease
- Professional Liability Insurance for errors, omissions, or negligence acts per claim and aggregate, with one year discovery period with a minimum limit of \$1,000,000.00 per occurrence and a maximum deductible of \$5,000.00

Bond Requirements

Successful bidder shall be required to secure a performance bond and payment bond for this project.

Taxes

The County is exempt from federal and state taxes. Bids should be reflective of same.

Parallel Implementation

The new communications shelter must be installed in a parallel implementation with the County's currently-operating shelter. Additionally, the only access to the site for offloading of the shelter and large components is a busy parking lot. As a result, work requiring such access must be coordinated with county officials and be performed outside of normal county government business hours.

Standards and Summary Reference

The Proposer must demonstrate that it has designed, delivered and installed turn-key communications shelters having comparable size and scope. These systems shall be described with enough information that a reasonable determination of project equivalency may be made.

The Proposer shall prepare a Summary Reference Report for a minimum of three (3) installed and fully operational shelter implementations that best emulate that being proposed for Worcester County, and shall submit such report with the Proposal.

The Proposer shall provide a reference to those standards used as design criteria. The Proposer shall describe any exceptions taken to such standards in their design. The following standards shall be, at a minimum, applied to the project and any design exceptions clearly documented:

1. IBC 2018: Building Code
2. Maryland Performance Code for Industrialized Buildings
3. NFPA 70: National Electrical Code
4. NFPA 1: Life Safety Code
5. NFPA 1221: Standard for the installation, maintenance, and use of emergency services communications systems.
6. TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
7. ANSI/TIA/EIA-569-B
8. Motorola R56: Standards and Guidelines for Communications Sites
9. Harris LBI-39184: Concrete Communications Shelter Construction Guidelines & Practices
10. Harris LBI-39148: Standards for Site Construction & Contractor Specifications

COMMUNICATIONS SHELTER MINIMUM REQUIREMENTS

Contractor shall furnish one pre-fabricated communications shelter consisting of an equipment room and generator room. The shelter shall be nominally sized 12x28x10 foot (height is interior dimension).

Shelter shall incorporate non-porous wall and roof sections, to preclude capillary action, and shall be so designed, and constructed to provide a minimum useful life period of 20 years, without need for major maintenance actions.

The wall outer finish shall be natural stone aggregate with an aesthetically pleasing earth tone. Finish selections shall be submitted for review with final selection by the owner.

The minimum floor loading design shall be 300 pounds per square foot. The minimum roof loading design shall be 100lbs per square foot. The minimum wall loading design shall be 34lbs per square foot.

The shelter shall be rated to withstand winds of 145mph (minimum) while on specified foundation.

Structure and foundations shall be designed by a Maryland licensed engineer / architect.

The shelter shall be ballistic resistant withstanding 30-06 rifle fire at a distance of 15 feet per UL 752.

All joints shall be sealed with a compressible, resilient sealant. The surface of exterior walls shall be sealed with two coats of sealant (Thoroglaze H Sealer or equivalent).

The wall separating the generator and equipment room shall have a fire rating of not less than two hours.

Door frames shall be 16 gauge galvanized steel, primed, painted and fastened to the wall panel. Doors shall be 3'x7'x3/4" 18 gauge steel, insulated, primed, painted and installed flush with door check, door stop, weather-stripping, mortise lockset with deadbolt and tamper plate, stainless tamperproof steel ball bearing hinges. Deadbolt lock shall be security type with removable cylinder (Best or equivalent). The shelter doors shall have an internal lock mechanism to allow rapid exit from the building without requiring a key. The doors shall be equipped with a device to lock the door in the open position in order to prevent the door from being damaged by wind gusts. An illegal entry switch, with form "C" contacts shall be provided on both doors. Each door shall be covered by a canopy. Each door will be bonded to its frame with welding cable of the appropriate gauge in accordance with R56. Braided cable shall not be used.

The equipment room floor shall be covered with 1/8" thick 12x12" vinyl tile, light in color. Walls shall be trimmed with a 4" high rubber base trim against the floor.

Walls shall be covered with a minimum of white vinyl over 1/2" thick plywood.

A 3/4" 4'x8' plywood telephone mounting board (backboard) shall be installed on the interior wall. This backboard shall be painted.

Two 16-port cable entry points complete with weatherproof caps shall be provided for antenna cable entry. One entry point shall be located on the rear wall of the equipment shelter and the second entry point shall be located on the end wall between the air conditioner units. Each port within both assemblies shall be 4 inches in diameter and shall be located with the top of the assembly located directly under the cable rack in 4 rows of 4 ports each. Ports shall be sealed with removable foam inserts and blank caps to provide thermal insulation of unused ports.

Equipment and generator rooms shall be equipped with 16" ventilation fans with gravity operated back draft louvers and 16" gravity intake damper with filter and hood. Ventilation openings shall be insect and rodent intrusion resistant. Ventilation fan shall be operated by a thermostatic device to allow automatic fan on-off control. All required exhaust and intake plenums required for the manufacturer's recommended air flow shall be included as part of the installed equipment. A dry contact closure shall be provided to indicate the operation of the ventilation fan.

All openings in the shelter structure for the provision of entry or exit of cables, equipment, ventilation, etc must be sealed to prevent the intrusion of moisture, insects and rodents.

Electric baseboard heater strips shall supply heating for the generator room. A thermostat mounted on the wall opposite the heater shall control the heater strips. The heater strips shall be sufficient to the size of the generator room to maintain a room temperature of 72 degrees F.

Insulation shall be non-combustible, with vapor barrier. Insulation shall meet or exceed adopted energy code requirements.

Openings through fire resistant walls shall be firestopped using an approved method to maintain the fire resistance rating.

Overhead cable support

Cable ladders (24 inches wide) shall be mounted from the ceiling using all-thread and insulators and installed 8 feet above the finished floor.

The cable tray should be installed to provide at least 305 mm (12 in.) clearance between the cable ladder and the ceiling (ANSI/TIA/EIA 569-B).

The cable tray system shall be designed to accommodate cable distribution throughout the equipment area. Continuity of the cable tray system and support for the cables shall be maintained

The cable tray system shall use the proper sections as designed by the manufacturer. Straight sections, elbows, tees, dropouts, and expansion connectors shall be used as required within the system.

A cable channel, supported from the side of the cable ladder, shall be provided to support the dedicated equipment ground conductor.

The entire system shall be rigid, immovable and properly secured in place. Manufacturer's specifications as well as the NFPA 70-2005, Article 392 shall be followed.

All cable tray sections shall be electrically bonded together by an approved method and connected to the building ground system. The cable tray system shall be grounded to the room single point ground position (MGB) only per R56.

Threaded support rods shall not extend below the tray bottom further than the required fittings and shall include appropriate protective end caps.

HVAC

Two Bard single phase redundant wall-mounted, vertical, self-contained HVAC units with heat strips shall be installed at the locations specified on the equipment shelter drawing.

The provided HVAC units shall have sufficient capacity for the equipment shelter size supplied when fully loaded with equipment to maintain room conditions between 64° to 75° F and reduce humidity to a level of 30 to 55% relative humidity per ANSI/TIA/EIA-569-B. At a minimum, each unit shall be sized not less than 5-Ton cooling and 5kw heating.

To reduce operating costs and prevent the compressors from freezing during cold weather, all units should be equipped with heating elements and an economizer which allows the site to be cooled by outside air if the outside temperature falls below a predetermined value.

Separate circuit breakers for each unit shall be installed in the main load center panel.

Each unit shall contain a time delay startup relay, low ambient control, and a forced air resistive heat strip.

Delay start-up should be configured so that site AC power cycling or stand-by generator cut-over does not present a drop-out/brown-out condition which could stall and damage HVAC compressors.

The outside portions of the units shall be weather/rodent and tamper resistant.

The HVAC controller shall be a Bard MC-4002-AC with humidity control feature. Thermostats shall be installed in locations where room ambient temperature can be best and most evenly controlled. The placement and number of thermostats should be determined by the contracted

Coolant lockout (High/Low Pressure) alarm signaling circuits shall be provided for each unit.

Bidder shall provide the complete design of the HVAC system as part of their bid submission. Once accepted, any modification must be approved by county.

ELECTRICAL

A properly sized 240 Volt, fused single-phase disconnect switch shall be mounted on the rear exterior wall of the shelter.

The shelter shall incorporate a 200 amp integrated load center, such as Transtector ISP series, incorporating the main service disconnect, manual transfer switch, surge protection and load center. This

shall be sized for not less than (20) 20A breakers. Breakers shall be "high magnetic" or high inrush current type.

All electrical receptacles and devices shall be identified with a permanent labeling method at the receptacle or appliance indicating the panel and breaker of termination.

All electrical wiring shall be contained in surface mount EMT conduit that is properly sized and bonded per referenced codes and standards. For main power distribution through the length of the shelter, a wiring trough meeting applicable codes shall be permitted for ease of construction and maintenance.

Surface mounted, grounded, duplex outlets shall be provided at 5 foot increments (where possible) around the interior walls. All wiring for these outlets shall be installed in surface mount EMT. Outlets shall be 18" above the finished floor. Horizontal runs of conduit will be installed a minimum of 7.5' above the floor whenever possible with vertical connections to the surface mounted devices to minimize interference with installing equipment against the wall. Two weatherproof outlets will be installed on the exterior of the shelter.

An Appleton AJA20044-200 weatherproof emergency generator receptacle shall be mounted on the front of the shelter to allow the connection of a suitable portable emergency generator in case of failure of the internal generator during a power outage. The generator receptacle shall be located in such a place that it will not interfere with the operation of the equipment room door. The receptacles operation shall be controlled by operating the manual transfer switch inside the equipment shelter. A permanent label type diagram shall be provided at either the receptacle or manual transfer switch indicating the pin assignments for L1-L2-N-G.

The contractor shall furnish a compatible Appleton plug (AP2044-CD) with 50' of conductors terminated in a pigtail. The plug shall be designed to interface a portable generator with the Appleton receptacle mounted on the building. The plug will be weatherproof and the conductors adequately insulated and weatherproofed. They shall be sized to safely connect a temporary generator to carry the buildings load while mitigating any voltage drop. The cable assembly will be provided with the shelter and installed inside the generator compartment on an adequately sized hose bib. If made of a conductive material, the hose bib will be bonded per R56. At the unfinished end, conductors shall be identifiable either through conductor insulation color or a durable colored heat shrink tubing of black, red, white and green to indicate L1-L2-N-G. Proposal shall include option pricing for the purchase of up to five additional cable / connector setups.

Each rack position shall be furnished with three circuits and each circuit shall have its own dedicated neutral, ground and 20-amp circuit breaker. Each circuit shall be terminated to a NEMA L5-20R receptacle mounted to the ceiling to fall directly adjacent to the cable tray edge. Two of the circuits at each rack shall be terminated to a sub-panel for UPS power and the third terminated within the main load center. Racks #1 and 2 shall be supplied with one junction box each containing one 240V 20A circuit terminated with NEMA L6-20 receptacle supplied from the main load center. All circuits will have a dedicated neutral installed in accordance with the latest version of R56. Each receptacle shall be labeled via a permanent label indicating panel and breaker.

A dedicated circuit shall be installed and equipped with a NEMA L5-20R receptacle powered from the main load center for the purposes of powering a waveguide dehydrator to be mounted to the wall near the rear cable entry port. Contractor shall locate this outlet in a location conducive for dehydrator wall mounting without interfering with racks or other equipment.

All low voltage wiring (alarm, control, etc) shall be routed in separate conduits in accordance with the National Electrical Code.

RACKS

Industry standard 19" equipment mounting racks shall be provided and installed for each rack position shown on the example shelter diagram attachment. Each rack shall include an integrated grounding and bonding system as well as threaded rails for the attachment of network devices. Each rack shall be bonded to the equipment ground provided in the overhead cable tray and include a equipment ground bus bar.

Rack positions #4 - #8 shall be equipped horizontally overhead and vertically down each rack with fiber optic jumper cable management system such as the Panduit Fiber Routing System product line. The system shall be configured to contain, protect and ensure bend radius retention of fiber optic jumper cables between racks and between various components within the same rack.

LIGHTING

The equipment and generator rooms of the shelter shall be illuminated with two or four tube energy efficient fluorescent fixtures and shall provide sufficient lighting (minimum 50 foot candles) per ANSI/TIA/EIA 569-B. This lighting shall be controlled via a wall switch internal to the shelter, located next to the entry door.

An exterior LED entry light shall be installed outside the main doorway of the structure (RAB Lighting ENTRA12 or equivalent). This light shall be controlled by a photoelectric sensor wired through a wall switch inside the shelter. The wall switch shall allow the light to be turned on even if the photoelectric sensor does not indicate darkness.

Each room shall be equipped with emergency lighting to provide illumination in the event of a power failure.

GROUNDING, BONDING & SURGE SUPPRESSION

The shelter shall meet all grounding, bonding and surge suppression requirements of Motorola R56 and Harris LBI-39184. In the event of a conflict between those standards and/or this document, the stricter shall be applied.

An exterior ground ring shall be installed in accordance with R56 and LBI-39184.

An external minimum of ¼" x 4" x 24", (36 hole pairs) copper ground bar is to be installed on the outside of the shelter directly under the main cable entry port and attached with three (3), solid tinned copper,

2-inch ground straps, to the single ground point directly below the main cable entry port. Refer to Harger EPK16MOT)

An interior system ground (halo) with a single #2 AWG stranded wire will be provided with proper connections to the shelter and, in turn, to the tower ground system. The halo will have a 6-inch break roughly opposite the Master Ground Bar. The #2 AWG ground wire for each row of racks will be suspended on independent ground lead stand offs as outlined in the typical shelter drawing. They will be positioned to ensure the #2 AWG lead is isolated from the main cable racks. No electrical conduit is allowed to bridge the 6" gap in the halo ground. The internal ground system will be mounted on the wall using 2-inch (2") standoff insulators, connected to two (2) minimum ¼" x 5" x 24", (33 hole pairs) minimum copper master ground bus bars that are installed directly under each cable entry port. The ground bus system shall be a Harger EPK16MOT bus bar system or an approved substitute. The copper ground bars on the back interior wall of the shelter will be connected to the corresponding exterior ground bar with stainless steel insulated feed through. The external ground bar will be connected through a minimum of three (3) 2-inch copper straps to the external building ground ring and tower grounding system. All exterior connections shall be exothermically welded to ensure proper connection. Electrical ground will be bonded to the RF ground.

Interior bus bars shall be labeled and configured using the "PANI" method.

An equipment ground conductor, sized in accordance with reference standards but not less than #2AWG, shall be provided and suspended in a dedicated cable support channel of the cable ladder.

An equipment bonding conductor, sized in accordance with referenced standards but not less than #6AWG, shall extend from the overhead bonding conductor to each rack.

An equipment bus bar shall be provided and installed to each rack supplied.

A bus bar shall be provided on the telco backboard, bonded to the main ground bus, for the purposes of grounding surge protection devices that may be installed at that location.

An IEEE Type 1 SAD/MOV protection device shall be part of the integrated load center and approved for use in the latest version of RS6. This device shall provide a dry contact alarm connection.

An IEEE Type 2 MOV protection device shall be installed at the main power input inside the shelter, by means of a 60A (per leg) breaker disconnect, across the utility lugs of the transfer switch. The device will be installed inside the equipment shelter and approved for use in the latest version of R56 (Transtector IMAX or equiv). Installation shall comply with UL1449. This device shall provide a dry contact alarm connection.

Air condition units shall be connected to the internal (halo) grounding system only. There shall be no connection to the external grounding system.

An external ground ring shall be provided around each shelter foundation. Above grade ground tails will be provided. The buried external ground ring shall be in direct contact with the earth at a depth of 30

inches below the earth's surface with ground rods driven into the earth at intervals not to exceed twice the ground rod length. In the event 10-foot ground rods cannot be driven shorter rods are acceptable if driven at the proper intervals. The external ground ring is to be placed 3 feet outside each shelter foundation in order to be outside the drip line of the shelters.

A ground bus bar (Harger EPK16MOT bus bar system or an approved substitute) shall be installed at the base of the waveguide ladder on the leg of the water tank and connected to the external ground ring with a minimum of two #2AWG tinned copper conductors. All connections shall be exothermically welded to ensure proper connection.

All grounds must be bonded together. This includes the shelters, fuel tanks, fencing, and equipment shelter grounding systems, the ice bridge and the tower. The ground test reading must not normally exceed 5 OHMS. The County Project Manager shall witness this test.

ALARMS

Both rooms of the shelter shall be equipped with smoke, heat and carbon monoxide detectors installed in accordance with NFPA 72.

Alarms from the generator shall be provided in accordance with NFPA 110 Level 1 EPSS requirements.

The shelter shall be pre-wired, with the following functions, to a common point and terminated to a 66-Block:

1. High Temperature Alarm (equipment room) – Adjustable for over-temperature
2. Low Temperature Alarm (equipment room) – Adjustable for under-temperature
3. Low Temperature Alarm (generator room) – Adjustable for under-temperature
4. High Humidity Alarm (equipment room) – Adjustable for over-humidity
5. HVAC Failure Alarm – Derived from HVAC controller indicating coolant lockout of each HVAC unit.
6. Door Alarm (equipment room) – Indicates door has been opened
7. Door Alarm (generator room) – Indicated door has been opened
8. Smoke Alarm (equipment room)
9. Heat Alarm (equipment room)
10. CO Alarm (equipment room)
11. Smoke Alarm (equipment room)
12. Heat Alarm (equipment room)
13. CO Alarm (equipment room)
14. Type I Surge Suppressor Alarm – Indicates surge suppressor has an alarm
15. Type II Surge Suppressor Alarm – Indicates surge suppressor has an alarm
16. Generator Running
17. Transfer Switch Position – Indicates ATS position between utility and generator
18. Generator Low Oil Pressure
19. Generator Low Coolant

20. Generator Overcrank
21. Generator High Coolant Temperature
22. Generator Low Battery / Charger Failure
23. Ventilation Fan Running – Indicates ventilation fan for equipment room is active

The alarm block shall be installed on or next to the telephone backboard.

ACCESSORIES

Bridging clip style surge suppression devices (Transtector 1101-115, ITW Linx UP3 or equiv) shall be provided uninstalled for each alarm point.

The shelter shall be designed and installed per the latest version of Motorola R56 to include eye wash station, first aid kit, chemical and CO2 type fire extinguishers. Fire extinguishers shall be 10# ABC dry chemical type within the generator room and 10# CO2 within the equipment room. Each of these accessories shall be mounted to the interior shelter wall.

Each shelter shall include one broom and dust pan, one folding chair, one folding card tables, one six foot step ladder, one 30 gallon (plastic) trash can and one box of garbage can liners.

A box of disposable ear plugs shall be provided and a wall mounted ear plug dispenser mounted inside the generator room.

GENERATOR AND UPS POWER

Generator

Contract shall include all materials and services to provide a fully functional generator back-up system. Included in the pricing of the proposal shall include all wiring and fuel connections.

Contractor shall provide one liquid cooled 45kw LPG fueled generator to power the shelter in the event of the failure of utility power.

Generator shall be an industrial type designed, configured and installed in accordance with NFPA 110 Level 1 requirements.

Generator shall provide dry contact closure alarm points for all alarms required by NFPA 110 for Level 1 installations. These shall be routed to the alarm block within the equipment room.

A 200-Amp automatic transfer switch capable of zero cross-over (in-phase switching) and time-delay neutral switching to eliminate service interruptions of the electronic equipment. The transfer switch will also have a programmable exercise timer. Time delay neutral will be programmable from at least 0-3 seconds. The exercise timer will allow preprogramming of time and date of weekly generator runs. The transfer switch will allow the weekly generator runs to be conducted with or without load. As part of initial configuration, the generator shall be configured to exercise at 09:00 EDT on Mondays under load.

Fuel strainers on the propane fuel systems must be installed for proper drainage to prevent moisture buildup in the line. Proper sized flex fuel lines need to be installed on all generators and the fuel line to not impede the proper flow of fuel and must not be sharply bent, or crimped. The flex jumper must be placed to ensure minimal engine vibration is transferred to the fuel solenoid assemblies to prevent rupture. The fuel line from the secondary regulator to the manifold shall not be less than 1" to minimize fuel pressure drop from no load to full load. The metal fuel line inside the room will be bonded to the internal halo where it enters the room. This can be done with a c-clamp style device at the fuel line. Proper venting of the fuel system must be installed to ensure no buildup of pressure and safe venting will occur. Fuel lines run in conduit or sleeves must be sealed from moisture.

All exhaust piping that can come in contact with personnel will have a heat shield installed.

A battery charger shall be provided to maintain the starting battery and the charger shall be monitored / alarmed for failure.

Contractor shall ensure that generator is compatible with UPS unit specified herein.

Generator start-up and test under full load (using load bank) after permanent power is connected to the equipment shelter must be coordinated with the County Project Manager. The test using the load bank will be one hour. The startup will include generator alarm/function programming. Startup services shall be provided by the manufacturer.

If the generator proposed by the Contractor is capable of being monitored and/or controlled by an IP network (HTTP/SNMP), contractor shall propose this feature as an option.

UPS

Contractor shall furnish and install an Eaton 9155 UPS within the equipment room of the shelter.

UPS shall be rated for 10KVA and contain a minimum of two extended battery modules.

UPS shall be installed with a make before break maintenance bypass switch external to the device to facilitate UPS service without interrupting the load.

UPS shall be powered from the main load center and its output shall feed a sub-panel dedicated for UPS operation. This sub-panel shall be sized to support the number of circuits required within the design with 25% growth.

UPS shall be equipped with an SNMP capable network card for remote monitoring.

Contractor shall provide for on-site startup of the UPS by a factory authorized technician.

FIBER OPTIC CONNECTIVITY

The equipment room of the shelter will house a significant number of fiber optic circuits. These circuits are currently routed to the existing communications shelters via diverse paths into the structure.

Contractor shall be responsible to install new 4" conduit to intercept existing fiber optic conduits at two locations on the site. Contractor shall hand excavate the point of intercept with existing conduit and place a hand box over the existing conduit.

A hand box shall be installed for each conduit at the shelter exterior prior to making the vertical transition up the shelter exterior wall.

The fiber optic conduits shall enter the building through each cable entry port making use of an LB.

Contractor shall not be responsible to cut existing conduit, pull new fiber optic cable nor perform any fiber optic terminations or splicing. This work will be performed by others.

WAVEGUIDE LADDER & ICE BRIDGE

WAVEGUIDE LADDER

Contractor shall design and install a waveguide ladder down the leg of the water tank to intercept the ice bridge. Waveguide ladder shall be designed and installed in compliance with TIA-222-H and R56.

The waveguide ladder shall be designed and sized to secure at a minimum: (4) elliptical waveguides, (4) 7/8" coaxial cables and (2) 1/2" coaxial cables.

ICE BRIDGE

One (1) extruded metal, 24-inch wide, no cantilever ice-bridge, such as Andrew WB-T24-4 or suitable equivalent shall be installed to connect the shelter to the waveguide ladder.

A four tier "tee" or "tree" trapeze cable management system to facilitate easy installation and removal of cables shall be provided. The trapeze sections will be no more than four (4) feet apart.

Ice bridge posts will be no less than 3" in diameter, spaced no more than 6' apart. Posts will be buried 36" encased in concrete.

The ice bridge will be routed in accordance with the site plan attachment and electrically insulated from the tower. The ice bridge will be bonded to the external ground bus bars.

SITE WORK AND INSTALLATION

Contractor shall be responsible for all permitting and inspections required by code.

Contractor shall be responsible for performing all due-diligence related to site plan, site conditions and equipment configuration. This shall include the performance of any geo-technical studies, structural evaluations or similar work required for proper installation and/or permitting.

Contractor shall be responsible to locate any buried electrical, gas, fiber optic and/or telephone cable on the property that may be affected by site construction activities.

Contractor shall construct one (1) 12x28ft equipment shelter foundation. The foundation design shall be approved by the shelter manufacturer. At a minimum their footers will extend at least 6" below the local frost line. The installation of the concrete equipment shelter foundation shall include integrated continuous stoops for the doors and be designed to support a 12x28x10ft concrete equipment shelter (height is inside dimension). Foundation must be designed by a Maryland registered engineer and be acceptable to local permitting and inspection officials and permitting shall be considered within the project scope.

Contractor shall construct foundation for 1,000 gallon LPG tank. The foundation design shall include footers that will extend at least 6" below the frost line. Foundation must be acceptable to local permitting and inspection officials and permitting shall be considered within the project scope.

Contractor shall install shelter ground rings per the latest version of all referenced standards.

Contractor shall modify fence at the site to accommodate shelter placement per attached site plan.

Contractor shall coordinate conduit and associated fiber optic entrance considerations with the County's Wide Area Network contractor, Skyline Technology Solutions of Glen Burnie, MD. Contractor shall be responsible to install conduit and required hand boxes to intercept existing fiber optic conduits located on the site. Pulling and splicing of fiber optic cables shall be the responsibility of others and outside of the scope of this proposal.

Contractor shall coordinate with local electrical utility to establish electrical service to the shelter. This shall be inclusive of contractor installing required conduit, wiring, meter can, and any expense related to the establishment of electrical service required by the utility.

Contractor shall be responsible for the purchase and installation of one (1) new 1,000 gallon LP fuel tank at the site with hookup to the generator and shall include first LP fill-up. Underground fuel supply piping shall be "plastic" high-performance polyethylene piping or equivalent and include a method of inductive tracing for utility locating purposes. The above ground piping must be UV rated rubber jacketed corrugated metallic piping. Both underground and above ground piping shall be sized so that the flow of fuel is not impeded with the system operating at full load. Tank shall be secured to foundation in accordance with applicable codes and regulations. The fuel tank shall be connected to the ground ring.

Contractor shall purchase and install one (1) extruded metal, 24-inch wide, no cantilever ice-bridge with a four tier "tee" or "tree" trapeze cable management system to facilitate easy installation and removal of cables, such as Andrew WB-T24-4 or suitable equivalent. Ice bridge posts will be no less than 3" in diameter, spaced no more than 6' apart. Posts will be buried 36" encased in concrete. The ice bridge will be routed in accordance with the site plan attachment and electrically insulated from the tower. The trapeze sections will be no more than four (4) feet apart. The ice bridge will be bonded to the external ground bus bars.

Contractor shall purchase and install one (1) Waveguide ladder down water tank leg for supporting communications cables and waveguide.

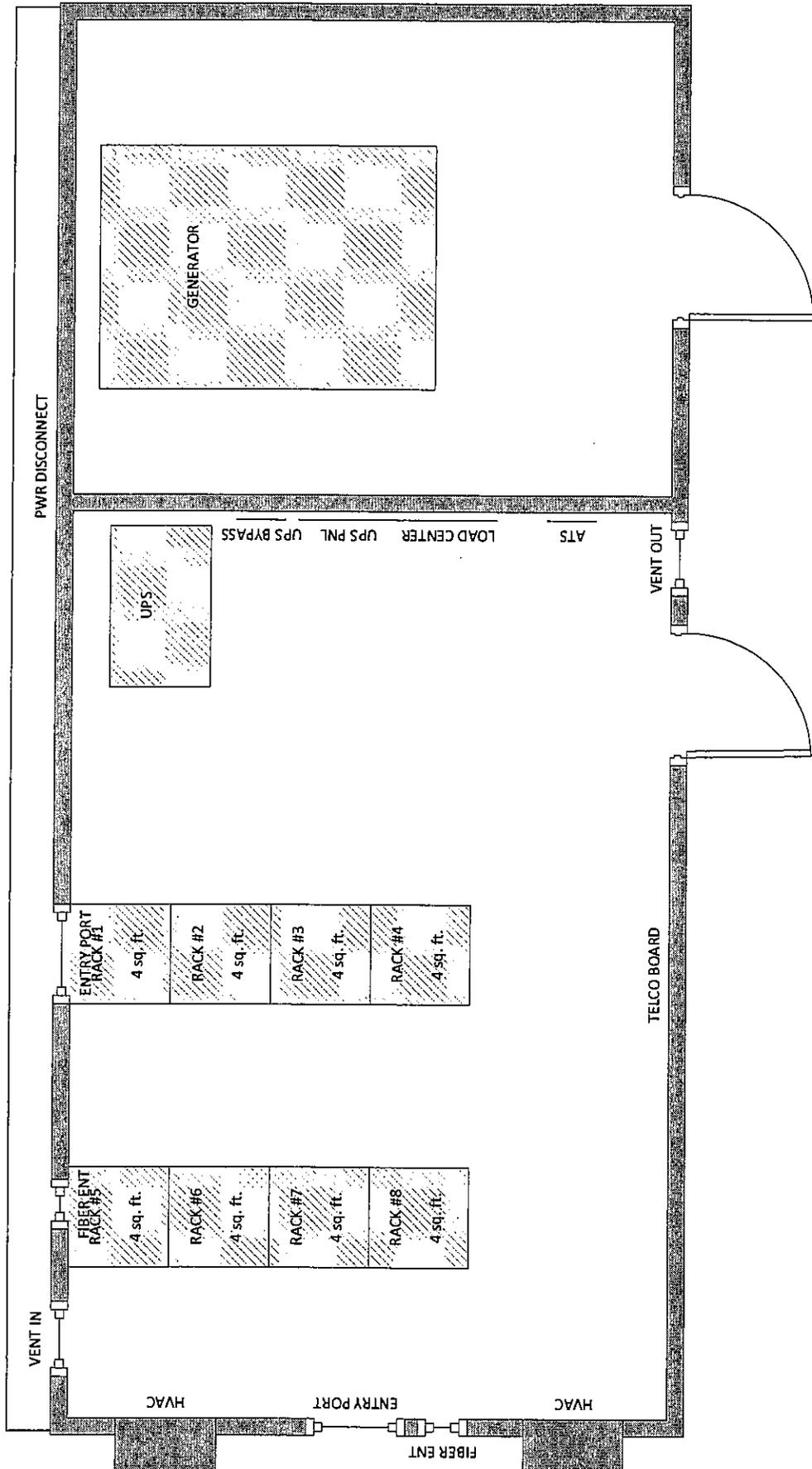
Contractor shall perform all work that requires disruption of multiple parking spaces during periods that shall not disrupt use of the parking facility for the conduct of county business. These activities must be coordinated, through the assigned project manager, with county officials but shall generally be restricted to weekends, holidays or after 5:30pm during the business week.

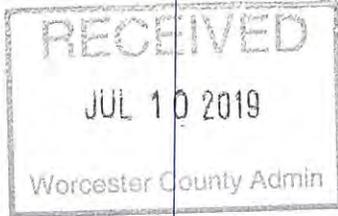
The contractor will provide placards affixed to each equipment and generator room door stating there is Electro Magnetic Energy danger at the "notice" level. These signs will comply with the latest version of Motorola's R56. Contractor shall also supply signage on exterior of generator room door as required by OSHA for sound levels produced during generator run condition.

After customer has completed migrating all equipment to the new communications shelter, Contractor shall remove and dispose of existing shelter.

WARRANTY

It is expected that a full warranty shall be provided with the structure, installation and associated systems. The County requests a warranty of not less than 10 years on the structural components of the shelter building. Additionally, the County expects that the successful bidder shall be responsible to resolve any defects associated with bidder provided equipment during its warranty period. Bidders shall provide detailed information regarding warranties with their submittal.





13

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: July 8, 2019
SUBJECT: FY20 Asphalt Overlay Bid
Department of Public Works - Roads Division

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents for the purchase of Bituminous Concrete for resurfacing approximately 11.45 miles (60,454 feet) ± of County roadway. Included in this packet is the Notice to Bidders, Specifications, Bid Forms, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of Bituminous Concrete.

Funding in the amount of \$1,000,000.00 for the purchase of Bituminous Concrete was approved in the current FY20 operating budget in the general fund account 100.1202.6140.010.

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

Attachments

cc: Frank J. Adkins

DRAFT

NOTICE TO BIDDERS

Blacktop Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide surfacing of various sections of roadways in Worcester County to be completed by November 27, 2019 requiring approximately 12,471 Tons of Superpave 9.5mm Bituminous Concrete for paving of roughly 11.46 miles (60,454 feet) of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, August 12, 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 “**Blacktop Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Bituminous Concrete. Sealed bids will be accepted until *1:00 PM, Monday, August 12, 2019*, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Blacktop Bid"**.

The work is to be completed by November 27, 2019. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM 1 - BLACK TOP SPECIFICATIONS:

All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration's Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.

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

The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately one and one-half (1-1/2) inches± compacted depth, Superpave 9.5mm. Quantities are approximate and unit prices shall apply regardless of any increase or decrease in the estimated quantities.

This item, "Bituminous Concrete", shall be paid for on a per ton basis, which price and payment shall constitute full compensation for furnishing, hauling and placing, preparation of all materials and for all labor, equipment, tools and incidentals necessary to complete this item. All milling of joints are to be included in bid price which include but not limited to driveways, intersections, curbing, etc. Milled joints are to be adequately signed and shall not be milled more than 1 day prior to paving. Any wedging of roads to be paved shall be determined by the inspector or Roads Superintendent. The tons of bituminous concrete required for wedging shall be deducted from the total tons required for paving "said road" or will be deducted from the total tons required for the entire project.

A materials laboratory under the direction of a competent laboratory technician or engineer shall be available at the plant site at all times during the mixing of bituminous concrete. Bitumen extraction, marshall, stability tests and aggregate gradation will be required at the discretion of the engineer. This will not be a pay item and considered as incidental to the construction.

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

WARRANTY:

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

DESCRIPTION:

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

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

The contractor shall use two (2) 12-15 ton steel wheel rollers. Anything less will not be accepted.

Contractor shall assign a sufficient number of trucks to each job site to allow for continuous paving of each road without affecting the efficiency of the paving process. The amount of trucks will be determined sufficient by either the inspector or the Roads Superintendent. If the amount of trucks is determined to be insufficient, then the operation will cease until these corrections are made.

Contractor shall ensure that a sufficient of employees is on-site to complete the job in a safe and efficient manner. This will be determined by the inspector or Roads Superintendent. If it is determined that the number of employees are insufficient, then the operation will cease until these corrections are made.

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

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will trim the shoulders of roads to be paved.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

Maintenance, Protection and Performance of the Work:

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

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor’s attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor’s responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor’s expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

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

SHA “Book of Highway Standards”

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

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

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

Referenced SHA section 104.02.03

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

Temporary Traffic Signs (TTS):

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

Cones:

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

Flaggers-Pilot Vehicles-Radio Communication:

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

Basis of Payment:

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

MOBILIZATION:

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

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

- 1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

- 2. **CONTRACTOR’S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen’s Compensation Insurance for all of his or any subcontractor’s employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

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

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

MEASUREMENT AND PAYMENT

- 1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
- 2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.

3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

BID FORM
“FY20 – Blacktop Bid”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 12,471 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 11.45 miles (60,454 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

12,471 Tons± Bituminous Concrete @ \$ _____ fixed price per ton = \$ _____

Work is to be completed by **November 27, 2019.**

Option 1: Trim the shoulders of the roads to be paved 12”-18” beyond the edge of the existing pavement. This material will be loaded and hauled to one of our 3 Roads Division facilities. Refer to Maintenance of Traffic within the paving specification for flagging operations. \$ _____

Option 2: Fill shoulders with topsoil 1’ beyond the new pavement, to be rolled and compacted. Refer to Maintenance of Traffic within the paving specification for flagging operations.
\$ _____

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

PROPOSED PAVING FY20

<i>1-1/2 inches± compacted depth</i>		<u>Length - Feet</u>	<u>Width</u>	<u>Tons</u>
Bunting Road (South)	ALL	3,274	21'	698
Cypress Road	ALL	8,448	20'	1,729
Five L Drive	ALL	2,270	25'	568
Five L Drive	extra @ storage unit entrance	105	7'	7
Five L Drive	extra @ go glass entrance	211	10'	21
Five L Drive	extra lane in front of storage	897	8'	72
Five L Drive	90° corner radius			194
Hotel Road	Rt 113 - MB #99	5,280	22'	1,162
Jones Road - North	Old Rt 113 - MB# 10503	1,056	18'	190
Logtown Road (N. 50)	ALL	3,748	19'	712
Mt Olive Church Road	#7007 - Sturgis Road	11,088	19'	2107
Purnell Crossing Road	MB #7563 - MB #7909	5,491	18'	988
Saddle Creek Drive	ALL	3,432	24'	874
Sheephouse Road	Buck Harbor Rd - MB #3540	3,274	22'	760
Sinepuxent Road	MB #11507 - MB# 11029	5,280	19'	1,003
Stevens Road	McGrath Rd - head s. to new joint	6,600	21'	1,386

TOTAL 60,454 feet

12,471 tons

VENDOR LIST:

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

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

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

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20604
Attn: Rebecca Fittery
Phone No.: 855-976-8465
Fax No.: 301-396-5783
Email: rebeccaf@pavementcorp.com

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

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

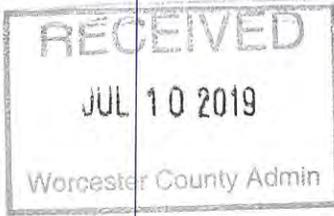
Chesapeake Paving and Sealing, Inc.
2445 North Zion Road
Salisbury, Maryland 21801
Attn: Jeff Brown/Kelly Marlott
Phone No.: 410-742-2330/443-978-8176
Fax No.: 410-749-0466
E-mail: chesapeakepaving@verizon.net

Asphalt Emulsion Industries, LLC
Post Office Box 38128
Henrico, Virginia 23231
Attn: Eugene Cifers
Phone No.: 804-716-7900
Fax No.: N/A
Email: ecifers@asphalt-emulsion.com

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

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

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



14

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 *[Signature]*
DATE: July 8, 2019
SUBJECT: Golf Course Road Parking - Signage

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

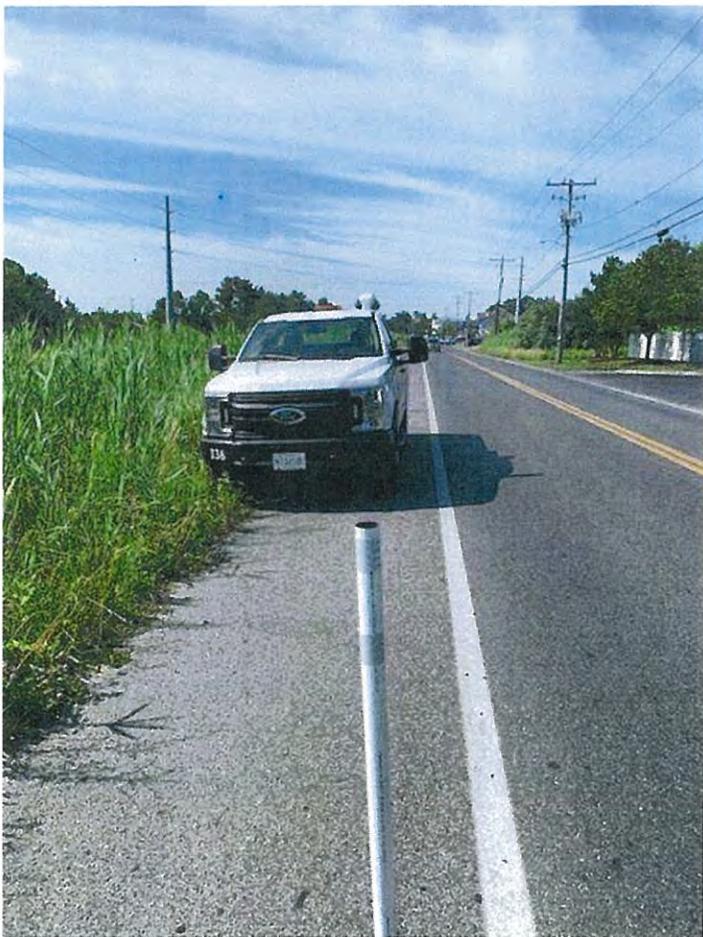
Recently, the Department of Public Works – Roads Division replaced several of the safe hits on the east side of Golf Course Road which are intended to provide safe travelway for pedestrians and bicycles and visually separating them from vehicles traveling along this roadway. Since these safe hits were installed several years ago, passenger vehicles and vehicles with boat trailers have been parking on top of the flexible safe hit posts causing many to be damaged or missing. This continues to be an ongoing issue in this area. Often times, these vehicles encroach into the northbound travel portion of the road and may impede traffic flow causing an unsafe travel condition while also forcing pedestrians into the roadway.

It is therefore recommended that “No Parking” signs be installed as soon as possible on easterly side of Golf Course Road between Old Bridge Road and Sunset Avenue for pedestrian safety and to prohibit dangerous situations from occurring.

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

Attachments

cc: Frank J. Adkins, Roads Superintendent





15

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: July 8, 2019
SUBJECT: St Martin's Parkway – Speed Limit Reduction Request

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

.....
The Department has reviewed the attached letter from B. Chris Shook dated June 13, 2019 concerning the possibility of reducing the current posted speed limit from 25 mph to 15 mph once you enter the subdivision and installing "Children At Play" signs. The 15 mph signs that Mrs. Shook is referring to on Dolly Circle are placed on private property and were not installed or authorized by Worcester County. Currently we do not promote or install "Children at Play" signs within the County right-of-way since the Manual of Uniform Traffic Control Devices (MUTCD) does not include these signs or any variation thereof . These signs can give a false sense of security and seem to encourage children to play in the roads. Studies have shown that "Children at Play" signs do not reduce the speed of traffic or make drivers more observant. When signs are installed that are not in conformance with the MUTCD, LGIT has indicated increased liability could be created for Worcester County.

After investigating this request and the area involved, I would recommend that the existing 25 mph speed limit signs remain. It is also recommended that we do not install "Children At Play" signs for the reasons mentioned above.

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

Attachment

cc: Frank J. Adkins

Info-pending



B. Chris Shook
11718 Riverview Drive, # 16
Berlin, Maryland 21811
443 614 1504

Copy: John Tustin
For review and
recommendation

June 13, 2019

Worcester County Commissioners
1 W Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Commissioners:

This letter is a written request, asking for your consideration, as to the current speed limit in our community. The current speed limit is 25 mph from the top of St. Martin's Parkway into St. Martin's By the Bay subdivision. Approximately half of a mile +/- . Once you approach our community the road has several curves. Currently, our neighborhood has a number of small children, dog walkers and bicyclists that are often in harms way with the current speed limit of 25. Our neighboring community of Dolly Circle has a speed limit of 15 and does not have the dangerous curves.

So with that being said, I am asking that the speed limited be reduced to 15 mph, once you enter our subdivision. Also, if we could have "Children At Play" signs included. One at the entrance and one at the third dangerous curve, that when cars are parked on the side you cannot see if a child, dog walker or bicyclist is on the road.

Thanking you in advance for your consideration for this matter,

Sincerely, _____

B. Chris Shook



Sign on Private Property



16

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Rural Legacy Area Easement Survey Proposals**
E.S. Adkins
Snow Hill, Maryland
Tax Map 61, Parcels 8, 23, 13, 7, 42,11
914.04 +/- acres

Date: July 9, 2019

To confirm the final acreage for the approved easement referenced above, we need to perform a property boundary survey. These services are covered administrative costs, similar to property appraisal costs, that are paid for by the state in the processing of our easement applications. Because of the size of the properties involved and the forested terrain involved in the locating and confirming the boundaries, this survey cost would be a bit more than the typical easement surveys we encounter which are all below the formal bidding threshold.

According to our Financial Management Rules and Procedures, anything over \$25,000 requires formal bidding. However, the rules also state that professional services (such as survey work) may be exempted from the bidding requirements by the County Commissioners. For this particular situation, we would be requesting the County Commissioners exempt this state-reimbursable survey work from formal bidding. We are also requesting to award the survey work to a bidder other than the low bidder and present reasoning for such a recommendation.

Environmental Programs sent identical proposal requests to all of the local surveyors including in our professional services list. This is the same list that is given to our customers requiring such services in their contact with staff for project, plan, and permitting review. We received just four (4) proposals for this project:

Scrimgeour \$44,900.00
HHA \$25,500.00
Doug Jones \$41,800.00
Wilkins \$47,250

While the apparent low bidder has done work on these types of surveys before, their proposal is significantly under the next lowest bid. If they were closer to the others, we would be more at ease with this quotation. This is quite a large job. As an example, the Lower Shore Land Trust just awarded survey work for one of their easements for a similarly-sized property survey that was more in line with the budgets for top three bidders noted above. The successful firm will need to hike thru woods and over pretty remote terrain to confirm these boundaries and the final acreage for payment of this easement by the state. The quotation is such an outlier that we do not feel comfortable in trusting that the workscope can be faithfully completed within the budget that was submitted to our office.

We would respectfully request the approval of the County Commissioners exempt this state-reimbursable survey work from formal bidding and permit our award to the next lowest bidder, Doug Jones, to complete this project so we may complete the administrative work for this easement purchase.

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

cc: David Bradford
Katherine Munson

Survey for Rural Legacy Easement--Request for Proposal

Dear Surveyor

Worcester County is seeking proposals for a property **boundary survey** for a conservation easement, to be recorded in land records.

Three mylars for recordation are required, and the data must be provided in digital format compatible with GIS as well. The survey does **NOT** need to meet ALTA standards.

The property is:

Owner: ES Adkins & Company
tax map 61, parcels 7, 8, 11, 13, 23 and 42.
Total acres (per assessment data): 914.04 +/- acres

A more detailed description of the property ("Exhibit A Agreement of Sale"), Assessment data and aerial image showing boundary, per tax map, is attached.

Title report is being ordered.

Please submit a proposal by 4:30 PM **June 28, 2019** including an estimated date of completion.

Please let me know of any questions.

Thank you,

Robert J. Mitchell, LEHS, REHS
Director
Worcester County
Department of Environmental Programs
1 West Market Street, Room 1306
Snow Hill, MD 21863
Phone (410) 632-1220 x 1601
Fax (410) 632-2012



Worcester County
Department of Environmental Programs

17

Proposed for public hearing
on September 3, 2019

Memorandum

To: Harold L. Higgins, Chief Administrative Officer
From: Robert J. Mitchell, LEHS 
Director, Environmental Programs
Subject: **Proposed Relocation of Kitts Branch Tax Ditch**
Tax Map 25, Parcel 460, Berlin, MD
Board of Viewers Final Recommendation and
Request for Public Hearing
Date: July 3, 2019

Full Report and Maps
Available at Department
of Environmental Programs

As you are aware, over the past months the Board of Viewers, established by the County Commissioners back in November 2018, have met and discussed the proposed relocation of a section of the Kitts Branch PDA (Public Drainage Association) at the above referenced location. The purpose of this established board is to allow for an independent and unbiased review of the proposed work to occur while ensuring that the PDA is not affected by the requested alterations. During their review, the board has held five (5) meetings in addition to visiting the site numerous times in order to perform a thorough review of the proposed project.

As allowed for within the Maryland Annotated Code, the Board of Viewers are authorized to solicit the assistance of a professional engineer to aid them in their review and analysis of the proposed relocation. During their meeting on January 7, 2019, the Board voted unanimously to hire J.W Salm Engineering Inc. of Berlin to assist them with their duties and perform a professional review of the proposed work. Once hired, Mr. Salm began an in-depth review and diagnosis of the proposed tax ditch relocation. This comprehensive review included items such as performing site visits, conducting plan reviews, analyzing complex data associated with stormwater and runoff, and ongoing discussions with County and the applicant's engineer. Mr. Salm met with the Board on April 29th to initiate preliminary discussions on his interim findings and to also allow for the Board to provide him with their comments. Following this meeting, Mr. Salm worked with the Board, county staff, and the owner's engineer to address all of the concerns and issues that were identified.

Citizens and Government Working Together

During the Board's most recent meeting on July 1, 2019, they reviewed Mr. Salm's final report and found it to be well written and accurately addressed all of their requirements successfully and would like it incorporated with their recommendations. Therefore, the Board voted on and have given a favorable recommendation for the relocation of this section of Kitt's Branch tax ditch subject to the conditions included within their report.

Members of the Board of Viewers have signed the report acknowledging their recommendation and conditions.

As identified in Mr. Salm's report, all expenses derived from this work have/will be paid for by the property owner.

We would respectfully request that the County Commissioners schedule a public hearing and take public comments and testimony on the project before approving or disapproving the relocation plan. A draft ad will be submitted electronically to County Administration.

Please let me know if you have any questions. Both David and I will make ourselves available for the applicable Commissioners meeting in the event there are any questions. Ms. Howarth will also be available for any discussions.

Attachments:

1. Viewers Report for the Planned Project, Dated June 28, 2019.
2. Headwaters of Kitts Branch Watershed Study, Atlantic Group & Associates, Dated July 2009.
3. Final Report from J.W Salm Engineering, Inc. dated 6/20/19.
4. Wetland Permit Drawings by Atlantic Group, Inc. dated 5/1/17.
5. Proposed Sediment & Erosion Control Plans from Atlantic Group, Inc. dated 6/13/19.

cc: Kelly Shannahan, Assistant Chief Administrative Officer
Maureen Howarth/County Attorney
David Bradford/Deputy Director
Phil Thompson/Finance Officer

reference to the project "benefit[ing] the public or promot[ing] the public health, safety, or welfare" is substituted for the former reference to the project "promot[ing] the public benefit or utility, or the public health, convenience or welfare" for consistency with similar provisions of the Code.

In subsections (b)(3) and (c)(4) of this section, the references to a "drainage project" are substituted for the former references to "improvements" for consistency with similar provisions of the Code.

In subsection (b)(3) of this section, the reference to a project "adopted under § 26-505 of

this subtitle" is substituted for the former reference to a project "previously constructed" for clarity.

In subsection (b)(4) of this section, the reference to the "amount determined under § 26-504(a)(1) of this subtitle" is substituted for the former reference to the "total estimated cost of improvements, including damages, compensations, and organization expenses" for brevity and clarity.

Defined terms:

"Board of viewers"	§ 26-101
"Landowner"	§ 26-101
"Person"	§ 1-101

§ 26-508. Examination of report; hearing; notice; report available for inspection.

(a) *Examination.* — (1) The county commissioners or county council shall examine a report submitted by a board of viewers under § 26-507 of this subtitle at the first meeting after receiving the report.

(2) If the county commissioners or county council find that a report under § 26-507 of this subtitle is not in proper form or not in compliance with the law, the report shall be returned to the board of viewers to be corrected and resubmitted.

(3) If the county commissioners or county council find that a report under § 26-507 of this subtitle is in proper form and in compliance with the law, the county commissioners or county council shall set a date for a public hearing on the report.

(b) *Notice.* — (1) At least 30 days before a hearing under this section, the county commissioners or county council shall:

- (i) publish notice of the time and place of the hearing in a newspaper of general circulation in each county in which the land affected is located; and
- (ii) mail a notice to each person named in the report.

(2) Notice of the hearing shall state that a copy of the report is available for inspection in an office of the designated officer.

(c) *Report available for inspection.* — A copy of the report of the board of viewers shall be:

- (1) available for inspection in an office of the designated officer; and
- (2) sent to the Secretary of Agriculture and the State Soil Conservation Committee in the Department of Agriculture. (An. Code 1957, art. 25, § 84; 2013, ch. 119, § 2.)

REVISOR'S NOTE

This section is new language derived without substantive change from former Art. 25, § 84.

In subsection (a)(2) of this section, the reference to a report "not in proper form or not in compliance with the law" is substituted for the former reference to a report "not to be in due form and in accordance with the law" for clarity. Similarly, in subsection (a)(3) of this section,

the reference to a report in "proper form and in compliance with the law" is substituted for the former reference to a report "in due form and in accordance with the law".

Also in subsection (a)(2) of this section, the reference to the report being "returned" is substituted for the former reference to the report being "referred back" for clarity.

6/28/19

Kitts Branch Board of Viewers

Reviewed on July 1, 2019

Approved on July 1, 2019

Kitts Branch Public Drainage Association

**Viewers Report for Planned Project
Kitts Branch Public Drainage Ditch
Main Street Extended
Tax Map 25, Parcel 460
Berlin, MD**



Staff Support:

**Department of Environmental Programs
County Administration – County Attorney**

June 28, 2019

6/28/19

Kitts Branch PDA
Board of Viewers
Report
on
Project to Relocate the Kitts Branch Drainage Ditch
Main Street Extended
Worcester County Tax Map 25, Parcel 460
Berlin, MD

The Application

A request was filed by Mark Cropper on behalf of the property owner, Last Stop Boardwalk, LLC, to review a proposed ditch relocation with associated drainage improvements. The property is within the Kitts Branch Public Drainage Association (PDA). A watershed study was prepared by the owner's consultant and provided with their request. This study was undertaken to determine an estimated 10 year and 100 year peak discharge for a drainage area upstream from the Kitts Branch drainage ditch. Current flow converges on the subject property to pass through a series of pipes and ditch sections before proceeding through two culverts under Rt 818. The owner's consultant prepared the report to demonstrate that in using peak flows, the planned improvements to the subject property will pass a 10 year storm event.

The subject property is located on the northwest corner of the Main Street Extended (MD Route 818) intersection with Ocean Gateway (US Route 50), in the northern portion of the Town of Berlin, in the Third Tax District of Worcester County, Maryland. The subject property is more specifically identified on Worcester County Tax Map 25, Parcel 460.

Board Introduction

The Board of Viewers was appointed by the Worcester County Commissioners at their meeting on November 7, 2018. This was done under § 26-506 of Title 26, Local Government Article of the Annotated Code of Maryland, which allows the Commissioners to appoint a subsequent board of viewers to determine if the original determination as to which lands have benefitted from the improvements have changed. The members were appointed and possessed the same qualifications, rights, powers, privileges, and duties as the original board of viewers.

Work Completed

An organization meeting was held with the Board members on November 30, 2018, where the proposed project was summarized and the Board members formally accepted

6/28/19

their appointments. The first official meeting was held on January 7, 2019, with subsequent meetings held on:

April 29, 2019

June 3, 2019

July 1, 2019

The Board visited and entered the subject property on multiple occasions, published a notice of its intentions to proceed with their review, posted this review at four (4) public places in the area described for the project, and held meetings open to the public in the course of their duties.

As allowed for within the Maryland Annotated Code, the Board of Viewers are authorized to solicit the assistance of a professional engineer to aid them in their review and analysis of the proposed relocation. During their meeting on January 7, 2019, the Board voted unanimously to hire J.W Salm Engineering Inc. of Berlin to assist them with their duties and perform a professional review of the proposed work. Once hired, Mr. Salm began an in-depth review and diagnosis of the proposed tax ditch relocation. This comprehensive review included items such as performing site visits, conducting plan reviews, analyzing complex data associated with stormwater and runoff, and ongoing discussions with County and the applicant's engineer. Mr. Salm met with the Board on April 29th to initiate preliminary discussions on his interim findings and to also allow for the Board to provide him with their comments. Following this meeting, Mr. Salm worked with the Board, county staff, and the owner's engineer to address all of the concerns and issues that were identified.

The Report

We, the undersigned Board of Drainage Viewers, appointed by the Worcester County Commissioners and authorized to go upon and view the lands within the Kitts Branch PDA for the purposes of reviewing the proposed ditch relocation project, have completed our duties as prescribed in the Maryland Drainage Law, Title 26, Local Government Article of the Annotated Code of Maryland. We have reviewed the owner's engineering report received by this Board entered and viewed the lands involved with this proposal, and engaged the services of a private engineer to verify the technical aspects of the owner's plan. We do hereby submit the following report to the County Commissioners:

- The list and area of affected properties has been reviewed and to the extent possible, all persons with benefitted property and all know inequities have been eliminated.
- The Board have found that properties within the PDA will not be negatively impacted by the proposed channel improvements and relocation.
- The proposed channel improvements will benefit the land in question sufficiently.
- No landowner shall be entitled to any damages or compensation for any works of improvement previously constructed.

6/28/19

- The Board recommend that the proportional levy of maintenance of the subject property be borne by the applicant/owner. Applicant accepts this responsibility.

In Conclusion

In accordance with Local Government § 26-507, during the Board's most recent meeting on July 1, 2019, they reviewed Mr. Salm's final report and found it to be well written and accurately addressed all of their requirements successfully and would like to incorporate that examination within this report. Therefore, the Board voted on the following findings on the submitted request and have given a favorable recommendation for the relocation of this section of Kitt's Branch tax ditch:

- The proposed drainage improvements and ditch relocation as noted on the attached site plan is feasible and backed by sound design and engineering.
- The improvements will not be a detriment to public benefit, health and welfare.
- The proposed improvements will benefit the property owners enough to justify the probable expenditures which will be borne by the applicant.
- All costs associated with this study, design, engineering, Board of Viewers expenses, and construction have been or will be paid for by property owner.
- The total estimated cost for the drainage improvements and ditch relocation is approximately \$90,000 +/-.
- The levy for maintenance of the improvements on the subject property will be paid by that property owner who will provide access for maintenance.

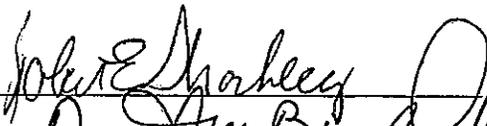
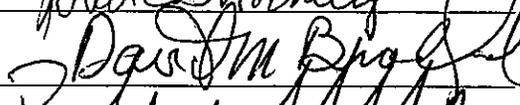
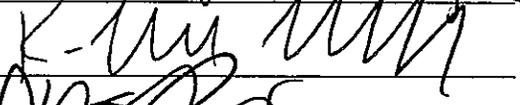
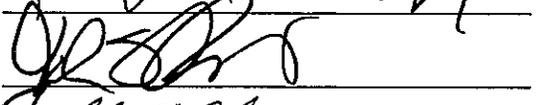
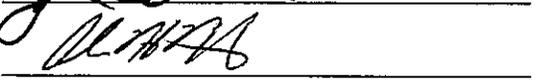
These findings are subject to the following conditions:

Owner/applicant shall obtain the following:

- 1) MDE non-tidal wetlands approval;
- 2) Town of Berlin Stormwater Management approval;
- 3) Approval from Worcester Soil Conservation District for Erosion and Sediment Control;
- 4) Approval from Maryland Department of Transportation;
- 5) Approval from the Maryland Department of Agriculture;
- 6) Recording a tax ditch drainage and maintenance easement with Worcester County Clerk of Court. Worcester County to be provided with copy of recorded easement.
- 7) Existing utilities shall not be impacted by the relocated ditch and that required maintenance easements can be provided;
- 8) Maintenance of access to and drainage from the Matyiko (TM25 P461) property to the west and immediately adjacent to subject property shall be maintained/provided during and after construction. Applicant shall provide the necessary drainage inlets to accept existing flow from aforementioned property into the relocated ditch.

The Kitts Branch Board of Viewers

Members of the Board of Viewers have signed below acknowledging their recommendation and conditions stipulated above.

Robert Shockley		Date: 7/1/19
David Bradford, Sr.		Date: 7/1/19
Lee Gillis		Date: 7-1-2019
John Ross		Date: 7-3-19
Allen Hudson Alan		Date: 7-1-2019

Attachments

1. Headwaters of Kitt's Branch Watershed Study, Atlantic Group & Associates, Dated July 2009
2. Final Report from J.W Salm Engineering, Inc. dated 6/20/19;
3. Wetland Permit Drawings by Atlantic Group, Inc. dated 5/1/17;
4. Proposed Sediment & Erosion Control Plans from Atlantic Group, Inc. dated 6/13/19;

J. W. SALM ENGINEERING, INC.

Kitts Branch Board of Viewers

Reviewed on June 3, 2019

Approved on July 1, 2019

P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

June 20, 2019

Mr. David M. Bradford, Jr.
Deputy Director
Department of Environmental Programs
Worcester County
Government Center
One West market Street
Snow Hill, MD 21863

Re: Kitts Branch Public Drainage Ditch, Main Street Extended, Tax Map 25, Parcel 460, Town of Berlin, Worcester County, Maryland

Dear Mr. Bradford:

As authorized, J.W. Salm Engineering, Inc. (*JWSE*) has performed the requested engineering review services to determine the feasibility for the referenced project. A site visit was made on Thursday, April 11, 2019 and *JWSE* has reviewed the materials provided to us by you along with materials provided directly from the property owner's consultant. These materials include the following:

- 1) Wetland Permit Drawings, dated 5/01/17 (7-sheets), prepared by the Atlantic Group and Associates, Inc.
- 2) A report titled: "Headlands of Kitt's Branch Watershed Study", dated July 2009, prepared by the Atlantic Group and Associates, Inc.
- 3) A letter from Mark Cropper, esq. to Doug Jones and John Taylor, dated July 30, 2018 with attachments.
- 4) Minutes from April 29, 2019 Board Meeting.
- 5) Email from MDOT to Atlantic Group, dated 10/12/17.
- 6) Letter from AJGA, PA to Worcester County, dated 5/22/19.
- 7) E-mail from Worcester County to AJGA, PA dated 5/29/19.
- 8) E-mail from Atlantic Group to Worcester County, dated 5/31/19 responding to items contained in this letter report.
- 9) Soil Erosion and Sediment Control (SESC) plan set, prepared by the Atlantic Group, Inc., dated 11/09/17, latest revision no. 3, dated 6/13/19.
- 10) E-mail from Worcester County, dated 5/31/19.
- 11) Open channel flow calculations provided on 6/13/19.

* Available in Environmental Programs Office

Based upon our review, it appears that the property owner's consultant has completed a thorough and professional analysis for this project. This has allowed *JWSE* to perform a comprehensive review of the submitted materials. We provided initial comments to the property owner's

consultant and received responses back from them. Our comments are presented in the following logical order and include the responses received to satisfy the particular issues:

- General Comments
- Comments on the Wetland Permit Drawings
- Comments on the Watershed Study
- Comments on the July 30, 2018 Letter
- Conclusion

General Comments:

Based on general design practices and overall permitting requirements, *JWSE* offers the following:

- 1) The project appears to have obtained a valid MDE/Corp Permit No. 201761680/17-NT-2009, dated October 4, 2017 for work in wetlands, buffers and waters of the US. The scope of our review does not include a detailed review of this Permit or conditions. The property owner will need to carefully coordinate all work in accordance with this Permit. The property owner has agreed with this.
- 2) The project appears to have obtained a Stormwater Management (SWM) waiver from the Town of Berlin, dated December 21, 2017 for the proposed tax ditch relocation. The Town of Berlin has jurisdiction for SWM plan review and permitting within the corporate municipal boundaries. The scope of our review does not include a detailed review of this waiver or any Town permit requirements or conditions. The property owner will need to carefully coordinate all work with the Town of Berlin. The property owner has agreed with this.
- 3) The project will disturb more than 5,000 square feet and/or 100 cubic yards of earth. Soil Erosion and Sediment Control (SESC) approval is required for this project. Plan approval is generally obtained from Worcester SCD in Snow Hill. Permit compliance is generally determined by the Maryland Department of the Environment (MDE) for projects within the municipal corporate boundary of the Town of Berlin. The scope of our review does not include a detailed review of SESC requirements. The property owner will need to carefully coordinate all work with the appropriate governmental agencies. The property owner has agreed with this and approval from the Worcester SCD should be a condition of the Kitts Branch PDA approval.
- 4) The project may affect the drainage from and under State Highway (Maryland 818). The scope of our review does not include a detailed review of any possible requirements. The property owner may need permission from the Maryland Department of Transportation – State Highway Administration (MDOT) for this project. The scope of our review does not include a detailed review of MDOT requirements. The property owner will need to carefully coordinate all work with the appropriate governmental agencies. It is noted that

the existing culverts under Maryland 818 appear to be in poor condition. The property owner's consultant should evaluate these culverts in conjunction with MDOT to determine if the tax ditch relocation project would adversely affect these existing culverts. The County will be conditioning this approval on the project receiving MDOT approval on issues which they have authority on.

- 5) Overall, the project is proposing to relocate a 500 +/- linear-foot portion of an existing tax ditch, wholly within the subject property. The purpose of this project is to provide for more compact and contiguous future development on the site. The ditch relocation is proposed to be accomplished by excavating a ditch in the new location shown on the project plans and filling the exiting ditch in its present location, also as shown on the project plans. It is recommended that, once this concept is approved by the Kitts Branch PDA, complete and detailed final plans be prepared and reviewed by the appropriate parties. This project will require approval from the Maryland Department of Agriculture (MDA). The County will be conditioning this approval on the project receiving MDA approval on issues which they have authority on.

Comments on the Wetland Permit Drawings:

- 6) The scale on Sheet No. D-1 was not initially accurate and has been corrected.
- 7) The proposed culvert pipes shown on Sheet No. D-2 plan did not initially match the symbols shown in the legend on the same sheet. This has been reconciled.
- 8) Existing power poles and their guide wires along with other utilities were not initially shown on Sheet Nos. D-2 through D-4. The existing power poles and guide wires are now shown. Other sub-surface utilities along the route should be shown from best available information to verify that they will not be impacted by the relocated ditch side slopes and that required maintenance easements can be provided.
- 9) Verify that it is intended that the proposed pipe inverts be placed below the proposed ditch bottom. This would be typically specified to allow room for a sediment beach of eroded material to form in the very bottom of the culvert pipes. The property owner's consultant has verified that the plan inverts are correct.
- 10) Show the required tax ditch and maintenance easement on the plans. A drainage easement and maintenance easement are required. A permanent drainage easement should be provided from top-of-bank of ditch to top-of-bank of ditch. There should be a 25-foot wide maintenance easement dedicated to the west of the relocated ditch. Buildings shall not be permitted in these easements. Show the required easements on the plans or a separate plat. These easements should be platted and reviewed by the Board of Viewers prior to the Board of Viewers final report being submitted to the County Commissioners. The easement plat shall be recorded subsequent to the County Commissioners approval of the tax ditch relocation.

- 11) Label all rip-rap dimensions and provide specifications and sizing calculations. Consider providing sufficient armoring downstream of the proposed culverts in order to prevent undercutting and/or the formation of a pool. The rip-rap sizing calculations have been provided and the dimensions match the plans.
- 12) Specify a lining recommendation for the relocated ditch bottom and side slopes, based on the anticipated velocity during the 10-year event. The proposed lining system design, based on the calculated velocity has been provided and it meets MDE lining design criteria.
- 13) There are two swept/mitered 90-degree bends and one 45-degree bend in the proposed ditch realignment. These bend areas will experience additional erosive action due to change in momentum of flowing water. The consultant has analyzed this aspect of the project and affirmatively stated that the chosen lining system will accommodate these additional forces and that the tax ditch will be repaired if erosion occurs.

Comments on the Watershed Study:

The watershed study, prepared by the property owner's consultant, is comprehensive in scope and professionally prepared. It was sealed and signed; however, the signature was not dated. The consultant modeled the watershed using commercially available software for analyzing hydrology and open-channel flow. The software used was the Hydraflow extension for AutoCAD Civil 3D. The modeler had several choices of software to model this system, ie. HEC-RAS developed by the Army Corp of Engineers (ACOE), the commercially available HydroCAD storm water model software, as well as a slew of other commercially available programs. It appears that the consultant's choice of this particular software package is appropriate for modeling this system. This author is very familiar with modelling of this nature and has personally performed similar modelling in the past.

The Consultant used the Rational Method to generate the hydrographs used in the model. The Rational Method model provided static (time-delayed) modeling to forecast peak flow associated with various return-period rainfall events. The consultant used the results of the model to formulate their conclusions.

The consultant chose to model the rainfall and generate their hydrographs by using the Rational Method. This method is simple. It is one that is generally accepted to be accurate for small drainage areas (<20 acres) and is typically used for small sites and/or for individual pipe sizing. Many jurisdictions place an upper limit for its use at watersheds not exceeding 200 acres. This particular watershed is identified to be over 425 acres in size. Normally this would be a point of concern: however, the following specific factors should be considered in this case.

- The Rational Method is simple; however, this simplicity results in modeling artifacts that include over-estimating the peak flow value and under-estimating the time to

obtain the peak flow. While generally not a factor for small watersheds and/or individual pipe sizing, these artifacts can seriously affect results in larger watersheds when compared with more complex modeling such as the SCS Method. This is one of the factors that needs to be considered in the overall evaluation of the consultant's conclusions.

- The Rational Method utilizes a land use or "C-factor" to model the runoff hydrograph for given rain events. This C-factor, which ranges from a low value of 0.3 to a high value of 0.90, is entirely dependent upon chosen land use cover which is often closely linked to the level of land development but is independent of other watershed parameters such as soil types, land slopes, etc.. Though the study area is largely undeveloped, the consultant went to great length to accurately calculate their C-factor. They utilized a C-factor of 0.43. This compares conservatively to a C-factor for undeveloped land of 0.30. *JWSE* believes that the consultant's choice of the C-factor of 0.43 would tend to overestimate the peak flow for the model and would hence bring conservative results.

JWSE offers the following specific comment on the Watershed Study documents prepared by the consultant:

- 14) Exhibit C of the consultant's watershed study contains the 300-scale watershed study drainage area map. This map initially showed four drainage areas (Subareas 1-4) that total 361.02 acres in size. The model and report used a study area that contained five drainage areas that total 425.47 acres. The map, model and report required reconciliation. The consultant has reconciled these items to resolve this issue.
- 15) The flood map presented as Exhibit B in the watershed study has been superseded by the NFIP. *JWSE* has examined a copy of the current FIRM Map for the project site, Map No. 24047C0155H, dated July 16, 2015. Both maps show 100-year (Zone A) impact areas on and upstream of the subject property. In general, the 2015 map is more refined and predicts a smaller extent of Zone A areas when compared to the earlier map. This comment is provided as an observation and no action is necessarily recommended.
- 16) The consultant has specifically addressed the 10-year event as being able to be safely pass by the proposed infrastructure, stating that the 100-year event will not safely pass either the existing or proposed infrastructure. Based on an examination of the watershed study and the FIRM map, *JWSE* agrees agree with their conclusion. This comment is also provided merely as an observation and no action is necessarily recommended.

Comments on the July 30, 2018 Letter:

JWSE's review of the referenced letter and its attached exhibits provided background and historical context. Documentation of permits already obtained by the project, along with the required review framework, aided the formulation of the opinions provided herein. As such, *JWSE* has no specific comments to address as a result of the review of the letter.

Conclusion:

Overall, we feel that the property owner's consultant has performed a comprehensive and professional modelling effort which has been presented concisely. The choice of the use of the Rational Method by the consultant is one that requires additional discussion herein. As was previously stated, it is generally not advisable to use the Rational Method for forecasting peak flow from large watersheds. In this particular situation, we feel that the consultant's use of a conservative C-factor has largely mitigated general modeling concerns for this project. Factoring into our conclusions, to a large extent, is that the proposed tax ditch and proposed culverts will have identical or larger cross-sectional areas than the existing ditch and culverts. In balance, we feel that this tax ditch relocation, subject to all comments and concerns listed above should not significantly affect the Kitt's Branch PDA either on this property or as a whole.

Based upon all of the information and responses received, *JWSE* believes that the relocation of this tax ditch as presented is feasible and is backed by sound design and engineering. Tax ditches benefit the public and promote public health, safety and welfare. *JWSE* sees no detriment to the public health, safety and welfare from this relocated tax ditch. All costs of this project; including, design, study, analysis, construction and Kitts Branch PDA expenses are to be borne by the landowner and have or will be paid by the landowner. The benefit to the land affected by the project is clear and warrants the expenditure by the landowner for this tax ditch relocation.

JWSE recommends approval of the request to relocate the tax ditch, subject to providing all additional information requested and addressing any remaining issues identified in this report; specifically comment Nos.: 3, 4, 5, 8 and 10, which still need to be addressed. The approval should also be conditioned on the maintenance of access to and drainage from the Matyiko (Tax Map No. 25, Parcel 461) property which is to the west and immediately adjacent to the subject property. Other specific conditions for PDA approval also include:

- MDE non-tidal wetlands approval (Item No. 1).
- Town of Berlin SWM Waiver (Item No. 2).
- Worcester SCD approval for SESC (Item No. 3).
- Approval from MDOT (Item No. 4).
- Approval from the MDA (Item No. 5).
- Recording of the tax ditch maintenance easement (Item No. 10)

JWSE is pleased to have performed this analysis and remains available to address any questions or comments that you may have on this matter.

Very truly yours,

J. W. SALM ENGINEERING, INC.

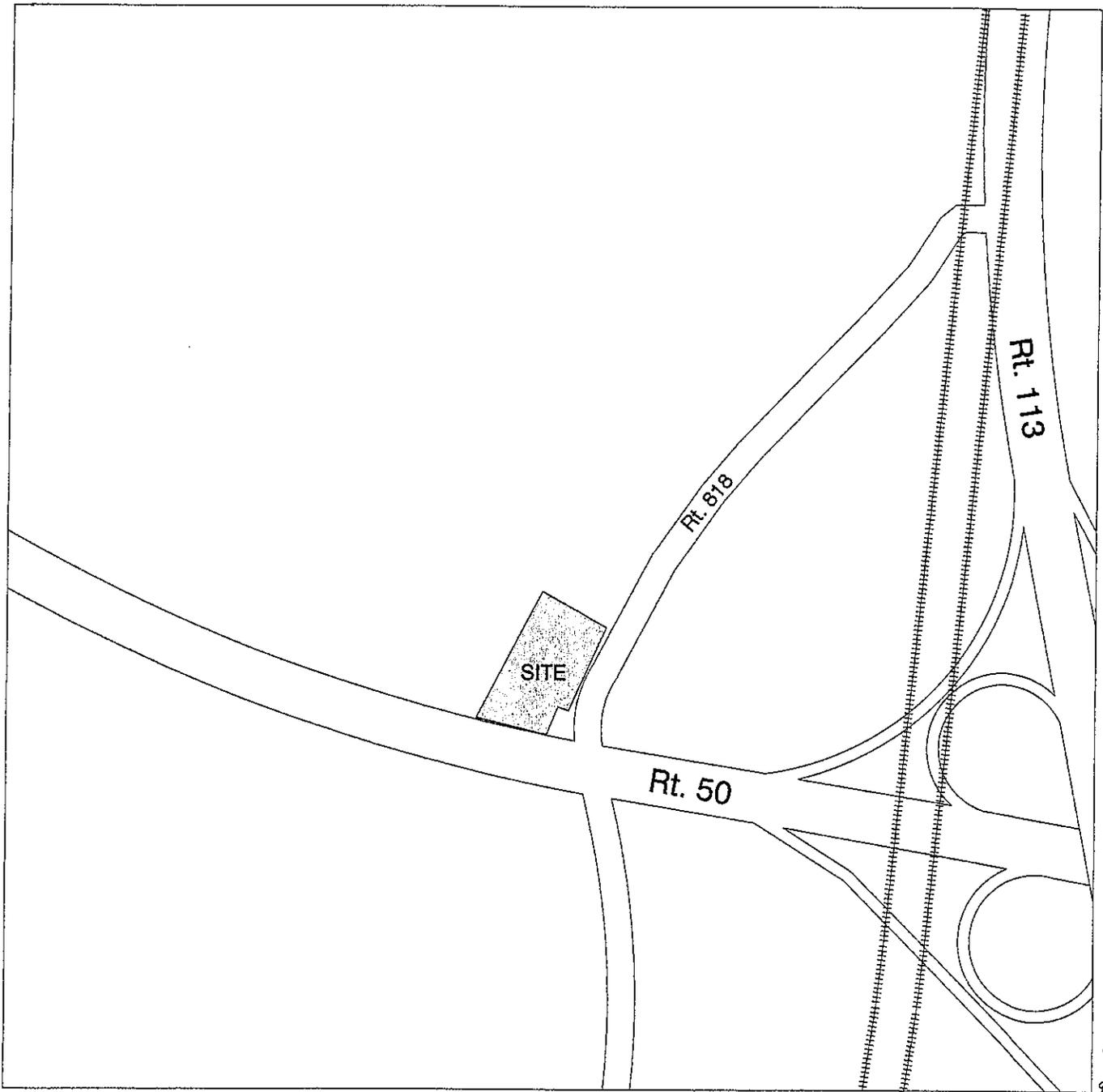
By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Kitts Branch Board of Viewers

Reviewed on June 3, 2019

Approved on July 1, 2019



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
Surveyors

10044 Old Ocean City Boulevard
Berlin, Maryland 21811
Ph: (410) 629-1160
Fax: (410) 629-1710
www.the-atlanticgrp.com

TAX MAP 25 PARCEL 460

TOWN OF BERLIN
WORCESTER COUNTY, MARYLAND

PROJECT
LOCATION

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BIJ SCALE: 1" = 500'

SHEET: D-1 16

LEGEND:

AREA OF WATERS OF U.S. TO BE FILLED AND RELOCATED:



AREA OF RIP RAP:



PROPOSED WATERS OF THE U.S. RELOCATED CHANNEL:



PROPOSED RELOCATED 25' BUFFER:



PROPOSED 48"x76" RCP ELLIPTICAL PIPE:

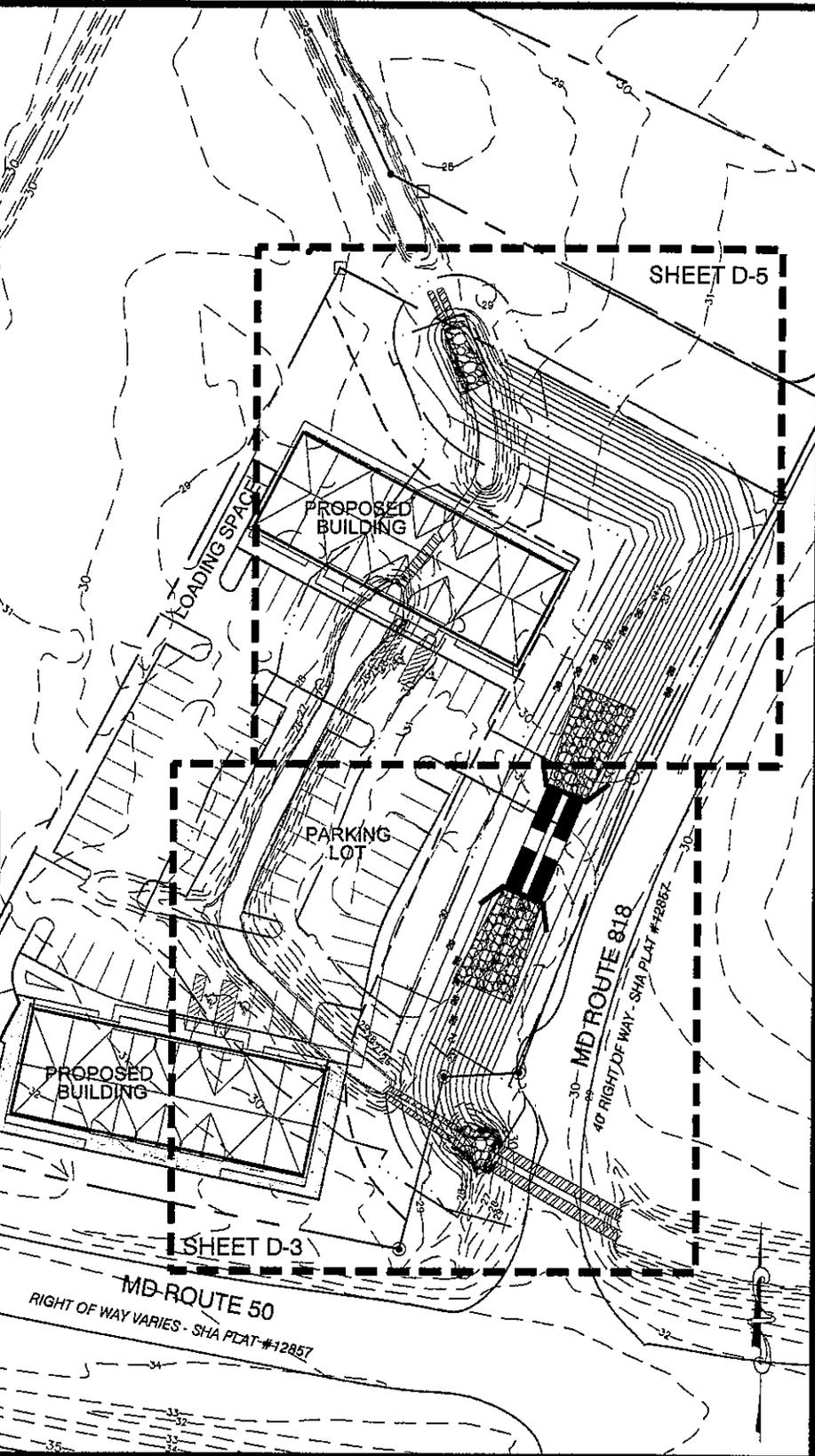


PROPOSED CONCRETE HEADWALL:



SUMMARY OF IMPACTS TO WATERS OF U.S.	
AREA OF WATERS OF U.S. AND EXISTING CULVERTS TO BE FILLED AND RELOCATED THROUGH CULVERT AND PROPOSED CHANNEL:	4,991 SQ.FT.
AREA OF IMPACT TO EXISTING 25' BUFFER:	8,228 SQ.FT.

PROPOSED CONDITIONS SUMMARY	
RELOCATED WATERS OF U.S. CHANNEL INCLUDING RIP RAP:	5,183 SQ.FT.
48"x76" RCP ELLIPTICAL PIPE:	741 SQ.FT.
PROPOSED NEW AND RECONFIGURED RIP RAP AREA OF STONE WITHIN WATERS OF U.S.:	892 SQ.FT.
RELOCATED 25' BUFFER AREA	26,766 SQ. FT.



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TAX MAP 25 PARCEL 460

TOWN OF BERLIN
WORCESTER COUNTY, MARYLAND

KEY MAP &
SITE DEVELOPMENT
PLAN

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BIJ SCALE: 1" = 100'

SHEET: D-2 17

LEGEND:

EXISTING AREA OF WATERS OF U.S. TO BE FILLED AND RELOCATED = 4,991 SQ. FT.:



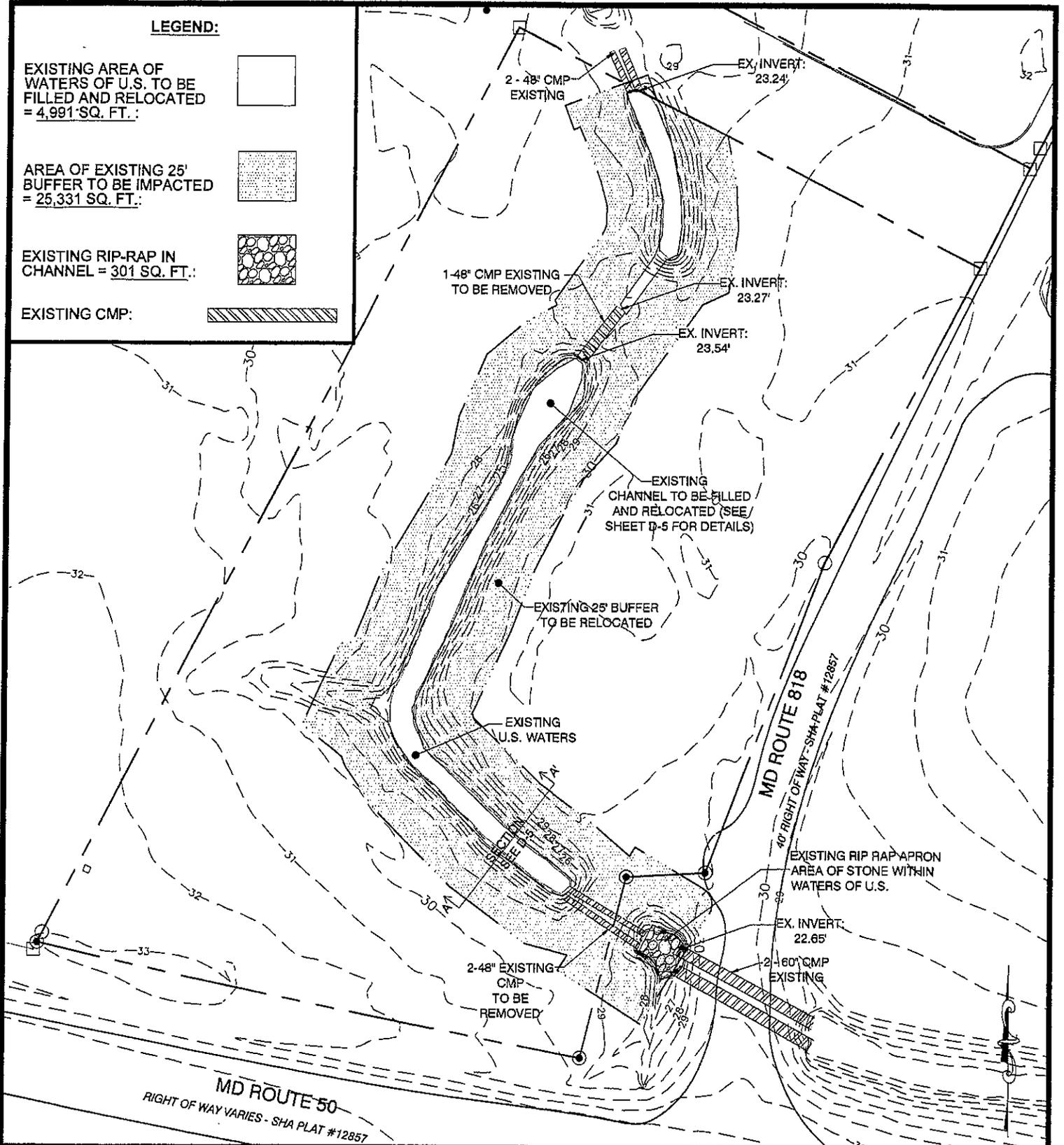
AREA OF EXISTING 25' BUFFER TO BE IMPACTED = 25,331 SQ. FT.:



EXISTING RIP-RAP IN CHANNEL = 301 SQ. FT.:



EXISTING CMP:



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
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TAX MAP 25 PARCEL 460

TOWN OF BERLIN
WORCESTER COUNTY, MARYLAND

**EXISTING
CONDITIONS**

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BIJ SCALE: 1" = 60'

SHEET: **D-3** 18

MATCHLINE - SEE D3

MATCHLINE - SEE D4

PROPOSED
(2) 48"x76" RCP
ELLIPTICAL
50' @ 0.13%

PROPOSED
DRIVEWAY

PROPOSED
RIP RAP APRON
d50: 0.275'
La = 24'
W = 14.6'
T = 19'

PROPOSED
HEADWALL
(SEE D6
FOR DETAIL)

PROPOSED
TOP OF
BANK

PROPOSED
INVERT:
22.86'

PROPOSED
25' MAINTENANCE
EASEMENT

PARCEL 460

PROPOSED
RELOCATED
25' BUFFER

PROPOSED
CHANNEL
L=142', D=6', 3:1
BOTTOM
WIDTH=2'
SLOPE=0.1%

MD ROUTE 818

RECONFIGURATION
OF RIP RAP

	PROPOSED WATERS OF THE U.S. RELOCATED = <u>1,170 SQ. FT.</u>
	PROPOSED RELOCATED 25' BUFFER = <u>11,520 SQ. FT.</u>
	AREA OF RECONFIGURED RIP RAP IN CHANNEL = <u>472 SQ. FT.</u>



Atlantic Group
& Associates, Inc.

Civil Engineers
Land Planners
Landscape Architects
Surveyors

10044 Old Ocean City Boulevard
Berlin, Maryland 21811
Ph: (410) 629-1160
Fax: (410) 629-1710
www.the-atlanticgrp.com

TAX MAP 25 PARCEL 460

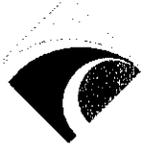
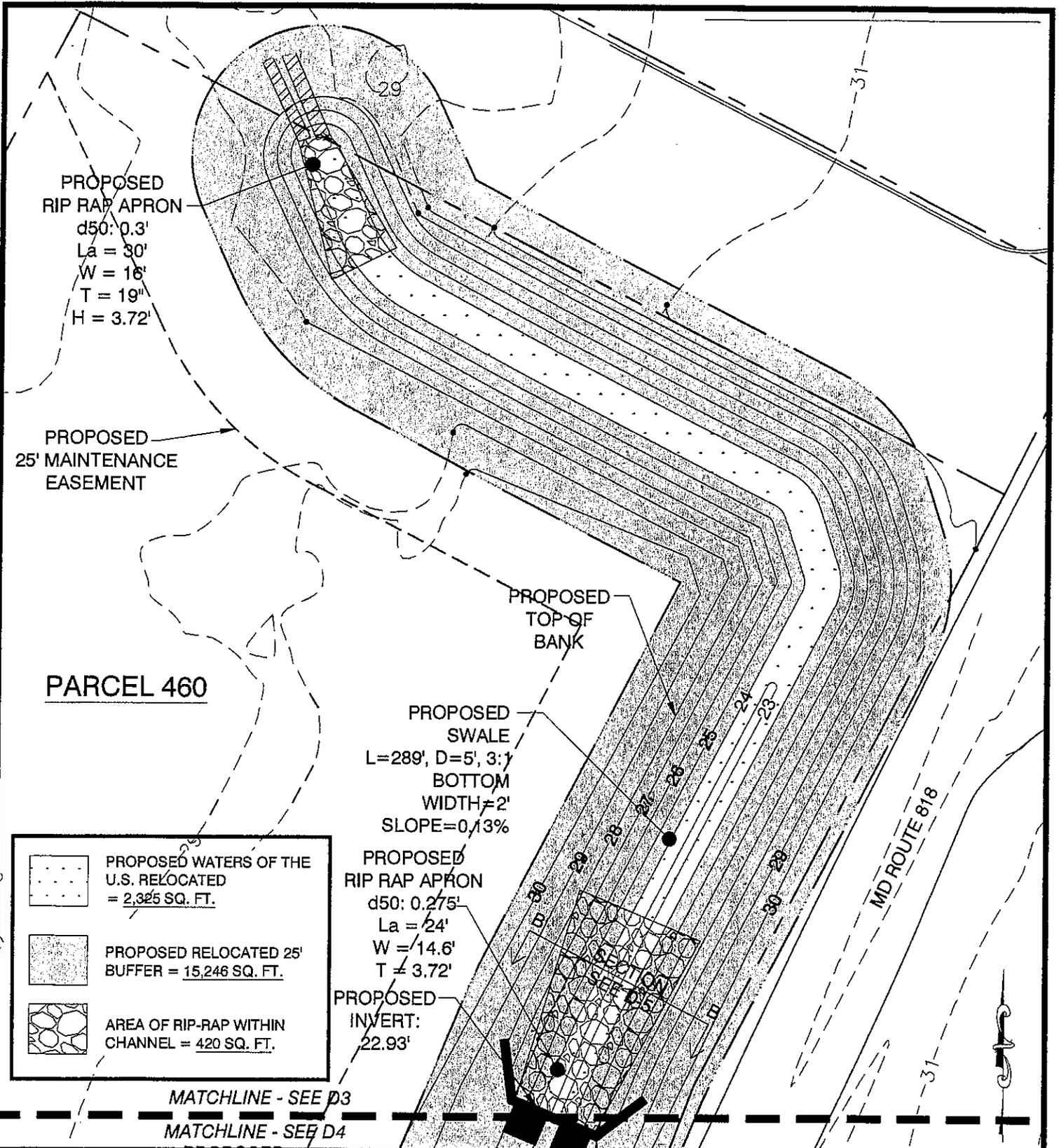
TOWN OF BERLIN
WORCESTER COUNTY

**RELOCATION OF
WATERS OF U.S.
(CHANNEL)**

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BIJ SCALE: 1" = 30'

SHEET: **D-4** 19



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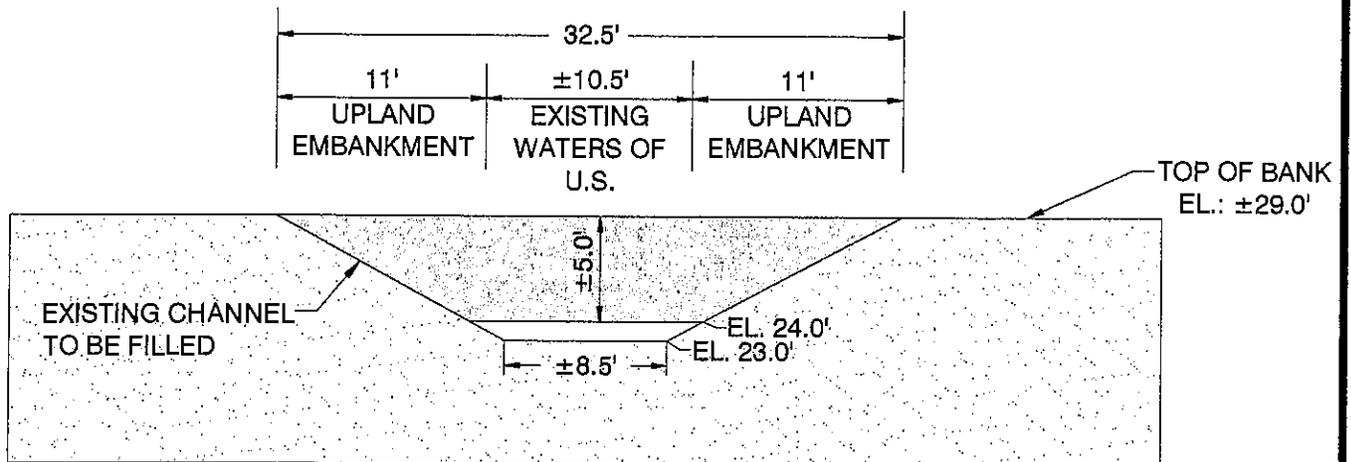
10044 Old Ocean City Boulevard
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 Fax: (410) 629-1710
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TAX MAP 25 PARCEL 460

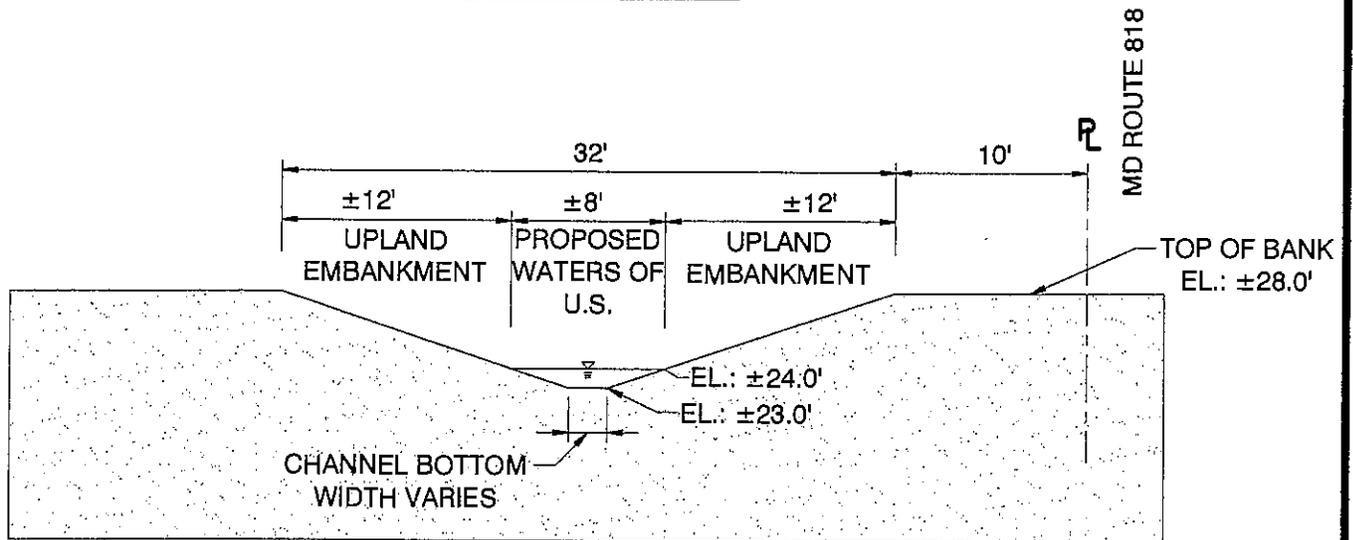
**TOWN OF BERLIN
 WORCESTER COUNTY**

**RELOCATION OF
 WATERS OF U.S.
 (CHANNEL)**

PROJECT: 14-124	DATE: 05/01/2017
DRAWN BY: BJJ	SCALE: 1" = 30'
SHEET:	D-5 20



EXISTING CONDITIONS
SECTION A



PROPOSED CONDITIONS
SECTION B



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TAX MAP 25 PARCEL 460

TOWN OF BERLIN
WORCESTER COUNTY

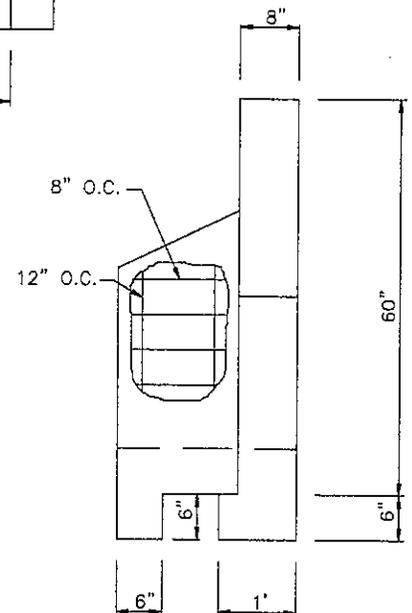
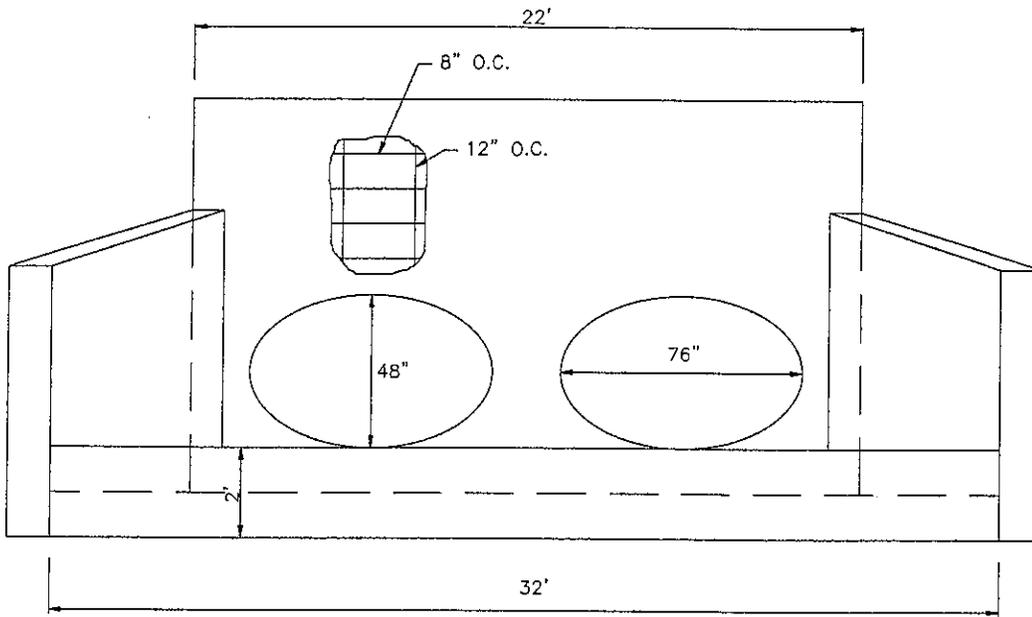
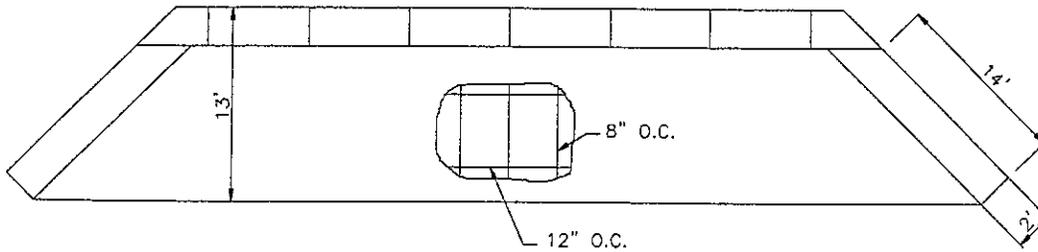
CROSS-SECTION
DETAIL

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BJU SCALE: 1" = 10'

SHEET: D-6 21

CAST-IN-PLACE ENDWALL



NOTES:

- 1.) CONCRETE: 3,000 psi
- 2.) REINFORCEMENT: DEFORMED STEEL BARS #4, 12" & 8"
- 3.) CHAMFER: ALL EXPOSED EDGES 1" X 1" OR AS DIRECTED.



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TAX MAP 25 PARCEL 460

**TOWN OF BERLIN
WORCESTER COUNTY**

**CONCRETE
HEADWALL DETAIL**

PROJECT: 14-124 DATE: 05/01/2017

DRAWN BY: BIJ SCALE: N.T.S.

SHEET: **D-7 22**

Kitts Branch Board of Viewers

Reviewed on June 3, 2019

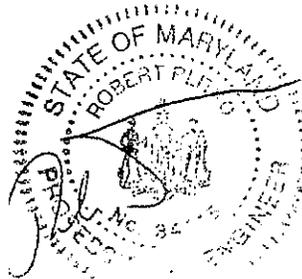
Approved on July 1, 2019



HEADWATERS OF KITT'S BRANCH **WATERSHED STUDY**

BERLIN, MARYLAND
WORCESTER COUNTY

July 2009



MD No. 34115

Prepared By:

Atlantic Group & Associates, Inc.
10044 Old Ocean City Boulevard
Berlin, Maryland 21811
Voice: 410.629.1160
Fax: 410.629.1710

TABLE OF CONTENTS:

PAGE

1.0	Introduction/Narrative	2
2.0	Existing Site Conditions	2
3.0	Stormwater Runoff	3
4.0	Conclusion	3

EXHIBITS:

- Exhibit A: Location Map
- Exhibit B: FIRM map 240083 0100 B
- Exhibit C: 24x36 Watershed Study Drawing

APPENDICES:

- Appendix A: Watershed Modeling - Hydraflow Hydrographs Report
- Appendix B: HydroCAD Area & Time of Concentration Data

1.0 Introduction / Narrative:

This study was undertaken to determine an estimated 10 year and 100 year peak discharge for a drainage area upstream from Kitts branch. The study area is shown on Exhibit A. The current flow converges to pass through a series of pipes and ditch sections before proceeding through two culverts under Route 818. We intend to use the peak flows to ensure that the planned improvements to Parcel 460 on Map 25 will pass a 10 year storm event.

2.0 Existing Conditions:

The overall watershed to be studied was determined to be 425.47 acres. This area was determined using aerial topography augmented by Lidar images and USGS mapping. The area of improvement was also surveyed in the field for critical analysis and site design. The overall drainage map is shown on Exhibit C.

The drainage area consists mainly of cultivated land broken up by a series of farm ditches, with a wide variety of ditch sections. There are large areas of woods and other highly vegetated regions. It also contains irrigation ponds, lawns, pastures, driveways, residential and commercial structures, paved state roads, and railroad tracks. The breakdown of the areas are shown in Appendix B under the area listing.

For our purposes, we located an analysis point 585' upstream from the twin 60" culvert pipes under Rte 818. This area was chosen since the improvements we propose will begin there with two (2) 60" culverts. The overall drainage study area has been broken into five subareas for modeling purposes; and have been shown on Exhibit C.

3.0 Stormwater Runoff:

To determine the peak discharge, the Rational method was chosen as the most appropriate technique. Using this method, the drainage area, a rainfall intensity, and a runoff coefficient are combined to produce a maximum flow for a given storm event.

To use the Rational method, the different types of land covers are assigned a runoff coefficient and a weighted coefficient is determined for use in the corresponding calculations. The soil type is not a factor in this method. The type of cover and slope are the main variables in determining the runoff coefficient. The overall runoff coefficient was used for all the subareas.

The rainfall intensity was derived from IDF curves (Intensity-Duration-Frequency) that were obtained for the study area from rainfall data provided by the NOAA (National Oceanic and Atmospheric Administration). For a given subarea, a time of concentration (Tc) was measured using the TR-55 time of concentration worksheet method. It was decided that a more accurate model would be obtained by breaking the watershed up into five subareas. This allowed for a more representative time of concentration to be used for each individual subarea. The Tc path for each subarea can be found on Exhibit C and the amount of sheet, shallow concentrated, channel, and pipe flow times can be found in the HydroCAD data in Appendix B.

4.0 Conclusion:

The results from the Hydraflow Hydrographs indicate that a 10 year storm would produce a peak flow of 188 cfs, and a 100 year storm would produce a 297 cfs peak flow. (See Appendix A for the Hydraflow report). The proposed improvements to Parcel 460 Map 25 will safely convey the 10 year peak flow of 188 cfs. However, the 100 year storm will cause the water to top the channel banks as has been mapped on the Flood Map on Exhibit B. Due to constraints in the storm system downstream from our site, it will not be possible to safely convey the 100 year storm within the top of the channel banks.

If there are any questions regarding the information provided in this report, please feel free to call the office at 410.629.1160.

Rob Plitko, Jr., P.E.

Atlantic Group & Associates, Inc.

10044 Old Ocean City Blvd.

Berlin, MD 21811

Phone: 410.629.1160

Email: plitko@the-atlanticgrp.com

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



18

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COUNTY COMMISSIONERS

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CHIEF ADMINISTRATIVE OFFICER
MAUREEN F.L. HOWARTH
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195
July 10, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *ksl.*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Request for Allocation of Additional EDUs for Stockyard Inc. Properties

Please be advised that on July 3, 2019 we received a completed application from Stockyard Inc. (Owners, Pete and Royette Shepherd) for the allocation of seven (7) additional equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve a revised use (restaurant) in the proposed Hooper's Shopping Plaza adjacent to Hooper's Crab House in West Ocean City. The subject property is identified on Tax Map 27 as Parcels 569 (primarily Hooper's Crab House) and 587 (new shopping center under construction). The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on July 9, 2019. On behalf of the committee, I offer the following staff report for your consideration with regard to this request:

Summary of Request: Stockyard Inc. is requesting to purchase 7 additional EDUs of sanitary sewer service from the Mystic Harbour SSA to serve a restaurant in the shopping plaza which is currently being developed on the subject properties (primarily on parcel 587). You will recall that they received an initial allocation of 9 EDUs in June 2018 for their shopping center. As with the June 2018 allocation, the applicant will also be required to purchase water service from the Mystic Harbour water system if the additional sewer EDUs are allocated to this project. The subject properties are located on the north side of Ocean Gateway (U.S. Route 50) just west of Hooper's Crab House at the foot of the Harry W. Kelley Memorial Bridge into Ocean City, are approximately 4.18 acres in area (Parcel 569 is 2.25 acres and Parcel 587 is 1.93 acres), currently zoned C-2 General Commercial, and are designated S-1 in the County Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. These properties lie within the overlay district in both the Mystic Harbour SSA and the West Ocean City SSA.

According to the attached EDU Worksheet for this property as prepared by Environmental Programs, the new proposed 75-seat restaurant will generate flow of 1,875 gallons per day (gpd). At a rate of 300 gallons per day per EDU and since we round up to determine EDUs required, in order to serve the proposed restaurant at Hooper's Shopping Plaza, an additional total of 7 EDU's are required.

Previous Allocation of EDUs to this Property: There are currently 9 EDUs allocated from the Mystic Harbour SSA to serve the new shopping center. In addition, Parcel 569 has an allocation of thirty-eight (38) sewer EDU's from the West Ocean City SSA to serve Hooper's Crab House. Following your approval of Mystic Harbour EDUs in June 2018 and at your request, the applicant provided a plat designating the EDU Service Area Assignment Line to separate the proposed shopping plaza on parcel 587 from Hooper's Crab House on parcel 569, which memorialized that the allocation of EDUs from the Mystic Harbour SSA were assigned to the Hooper's Shopping Plaza while the EDUs from the West Ocean City SSA are assigned to serve Hooper's Crab House and these EDUs shall not be co-mingled.

Current Available Capacity - North: There are currently 116 EDUs allocated in Area 1 (north of the airport), in which the subject property is located, which have not yet been purchased. These remaining EDUs have been allocated for the following uses: Infill and Intensification (33 EDUs), Vacant or Multi-Lot properties (50 EDUs), Single Family Dwellings (17 EDUs), and Commercial (16 EDUs). Given the nature of this request and the current zoning of the property, we suggest that the "Commercial" allocation would be the most appropriate category from which to consider assigning these EDUs. Granting an additional 7 EDU's from the "Commercial" allocation for Stockyard, Inc. would require allocating 6% (7 of 116) of the total remaining EDU's in Area 1 and 44% (7 of 16) of the remaining "Commercial" EDU's in the Mystic Harbour SSA.

Background on Original Allocation of New Sewer Capacity in Mystic Harbour: The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments. The initial request addressed priority 1 as infill of the previously undeveloped properties in West Ocean City.

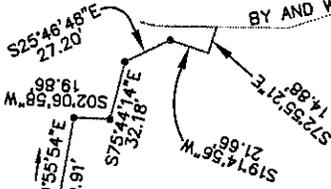
Options for Commissioners' Action on the Request:

- Option 1 - Approve the request for allocation of an additional 7 EDUs of sewer service from Area 1 (North) of the Mystic Harbour SSA to serve the Hooper's Shopping Plaza with EDU's allocated from the "Commercial" category.
- Option 2 - Approve a portion of the request for an additional 7 EDU's of sewer service from Area 1 (North) of the Mystic Harbour SSA to serve the Hooper's Shopping Plaza with EDU's allocated from the "Commercial" category or from another of the available categories as follows:
- **Area 1 (north):** 33 EDUs - Infill and Intensification
 - 50 EDUs - Vacant or Multi-Lot properties
 - 17 EDUs - Single Family Dwellings
 - 16 EDUs - Commercial
- Option 3 - Deny the request for an additional 7 EDUs of sewer service from the Mystic Harbour SSA to serve the Hooper's Shopping Plaza.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for you to make the most informed decision on this request.

ASSAWOMAN BAY

BY AND WITH SHORELINE



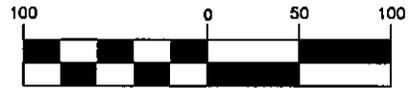
STOCKYARD INC.
 PARCEL 569 - TAX MAP 27
 2.25 ACRES±
 PLAT BOOK : 241/51
 1735/513 & 6739/212
 TAX #10-016649

WEST OCEAN CITY
 SERVICE AREA

MYSTIC HARBOUR
 SERVICE AREA

STOCKYARD INC.
 1735/513
 1.93 ACRES±
 PARCEL 587 - TAX MAP 27
 TAX #10-210666

OCEAN GATEWAY - U.S. RTE. 50



(IN FEET)
 1 inch = 100 ft.

EDU SERVICE AREA ASSIGNMENT LINE

PARCELS 569 AND 587 - TAX MAP 27

TENTH TAX DISTRICT, WORCESTER COUNTY, MARYLAND

SEASIDE VILLAGE CONDOMINIUM
 PARCEL 707 - TAX MAP 27
 PLAT BOOK : 241/51 & 242/57-61
 USE : RESIDENTIAL & OPEN SPACE
 7013/51

PLAT BOOK : 236/9
 JAMES GETTINGER
 8595/138
 P/O PARCEL 704
 REVISED
 LAND UNIT 5
 SEASIDE VILLAGE LAND CONDO.

**Frank G. Lynch, Jr.
 & Associates, Inc.**

SURVEYING · LAND PLANNING
 10535 RACETRACK ROAD · BERLIN MARYLAND 21811
 (410) 641-5353 · 641-5773

DRAWN BY FGL JR.
 FILE NO. 11647-18
 DATE 7-13-2018

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: Stockyard Inc Date: 7/3/19

Mailing address: 12913 Ocean Gateway, Ocean City, MD 21842

Address of service location: 12911 Ocean Gateway, Ocean City, MD 21842 (12913 per SD#)

Property identification (acct # & map/parcel): 10-016649 27/569

Type of project (circle one below): Applying for fit-out of building (restaurant)
Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

Restaurant 2,064 SF 75 seats

EDU's/gallons assigned to property: 9 EDU's to be purchased: 7 (add! EDUs)

If developer new construction, will you be providing the meter (circle one): Yes No N/A TBD

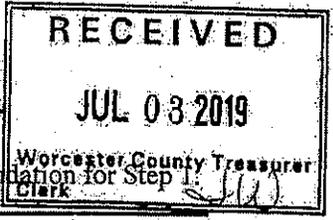
Name & license number of licensed plumber providing connection from meter to building:
TBD

Name & phone number of person to contact with regards to this application/account:
Pete Shepherd 443-235-7006 or 289-207-1181

Signature: Pete Shepherd Date: 7/3/19

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.



NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: 7/3/19 By: Jessica Wilson

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: Jessica Wilson Date: 7/3/19

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X 7 (EDU's) = \$ 7,000

Remaining Balance \$7,228 per EDU X _____ (EDU's) = \$ _____

Future Capital Improvement Charge \$1,000 per EDU X _____ (EDU's) = \$ _____

Date received: 7/3/19 By: Jessica Wilson

RETURN TO:

Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 2/19/19)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	81	33	3, 10, 12, 13, 14
Vacant or Multi-lot Properties in "Area 1"	80	80	0	30	50	13
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	64	16	4, 5, 7, 8, 11, 13, 14
Subtotal EDUs in "Area 1"	331	291	0	175	116	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	20	0	15, 16
Vacant or Multi-lot Properties	4	4	0	3	1	6, 16
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	1	19	9
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	0	200	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	375	120	224	31	
TOTAL EDUs	666	666	120	399	147	
Note: See attached map for location of EDU allocations						
Footnotes:						
1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.						
3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.						
6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.						
7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.						
8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.						
9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.						
10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).						
11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.						
12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.						
13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.						
14 - Approved the sale of 45 EDUs - (25-infill, 20-commercial) - to ODIE-1, LLC (Alamo Motel) property on October 23, 2018.						
15 - Approved the sale of 6 EDUs to Assateague Island Farm, LLC property on January 22, 2019, subject to various conditions.						
16 - Approved the sale of 15 EDUs to ES Adkins and Company property (14 commercial infill, 1 vacant) on February 19, 2019.						

RESOLUTION NO. 17 - 19

**RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS**

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. Major Site Plans - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
 - iv. Residential Planned Community (RPC) - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
 - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
 - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
 - E. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
 3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU

thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

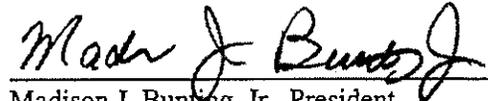
AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

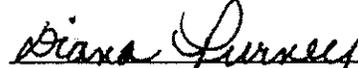
PASSED AND ADOPTED this 19th day of September, 2017.

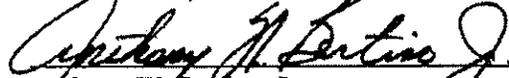
ATTEST:


Kelly Shanahan For HLM
Harold L. Higgins - Kelly Shanahan
Chief Administrative Officer; Assistant CAO

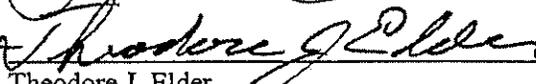
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

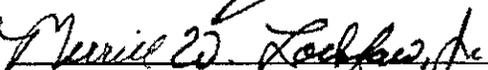

Madison J. Bunting, Jr., President


Diana Burnell, Vice President

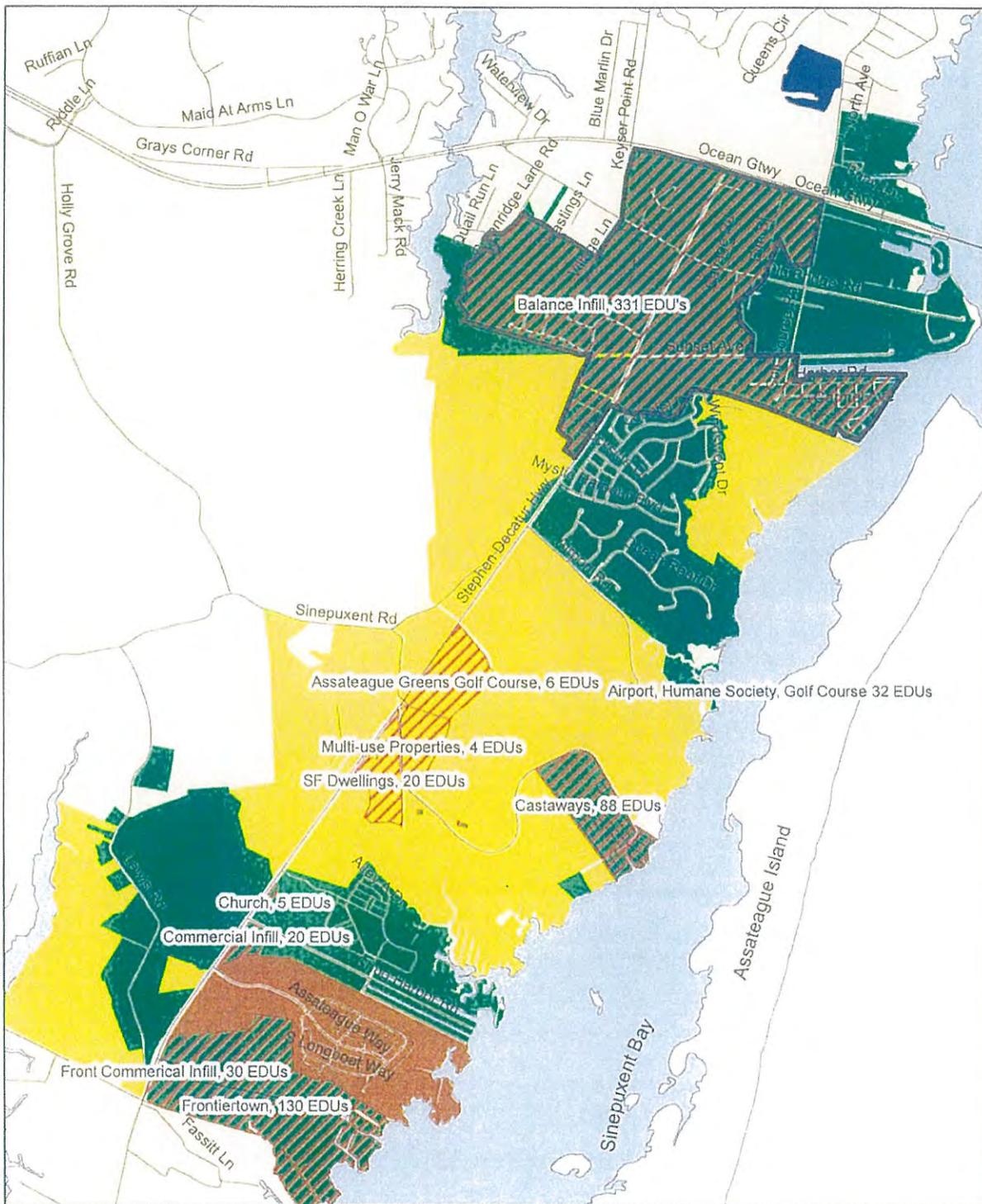

Anthony W. Bertino, Jr.


James C. Church


Theodore J. Elder


Merrill W. Lockfaw, Jr.


Joseph M. Mitrecic



Mystic Harbour Sewer Planning Area
 New Mystic Capacity--666 EDU's
 Prepared by the Worcester County
 Department of Environmental Programs
 June 2015

22

EDU Allocation Worksheet



EDU Allocation

Project: Stockyard, Inc.

Tax Map: 27

Parcel: 587

Lot:

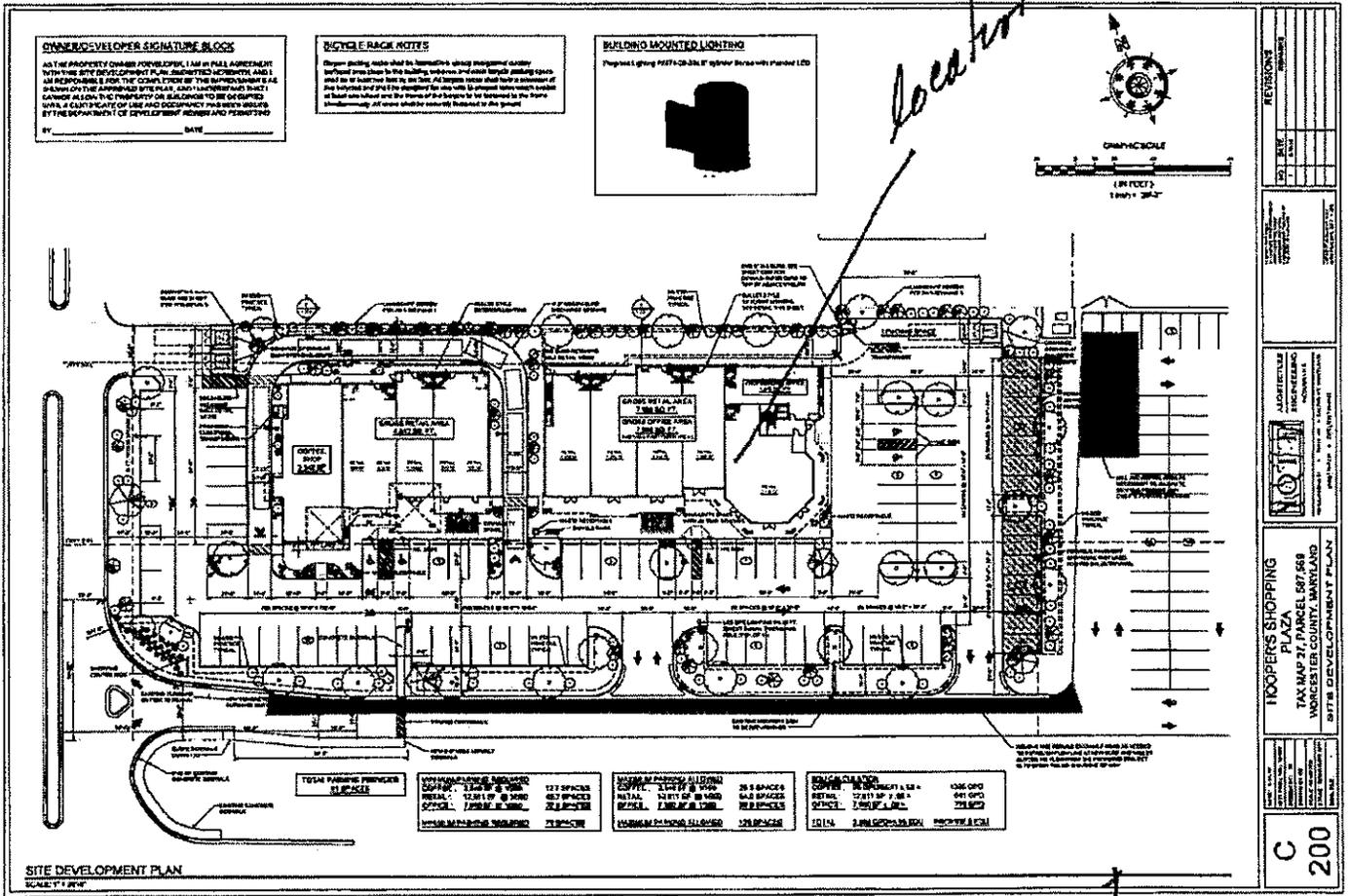
Use/Description	Allocation Rate	Estimated Quantity (sf)	EDU Flow per Gal	EDU Total
Existing uses:				
General Office	0.09	7980.00	300	2.4
Retail	0.05	12811.00	300	2.1
Contractors Shops	0.03	0.00	300	0.0
Medical and Dental Offices	0.10	0.00	300	0.0
Carry Out (non-public food prep area)	0.50	0.00	300	0.0
Restaurants (quantity is # seats)	25.00	53.00	300	4.4
Proposed use (not listed above)				
75 Seat Restaurant	25.00	75.00	300	6.3
Total EDU Projection				15

Notes:

1. Tenant Space is 2,124 sf or 7.08 if using the 1 ga/sf formula
2. Two separate configurations from the owner were examined
3. 9 EDU's prev allocated for existing

5

To Jessica Wilson



Bathroom is already plumbed out

REVISIONS

NO.	DATE	DESCRIPTION

APPROVED

COOPER'S SHOPPING PLAZA
 TAX MAP 37, PARCEL 597.568
 WORCESTER COUNTY, MASSACHUSETTS
 SITE DEVELOPMENT PLAN

C 200

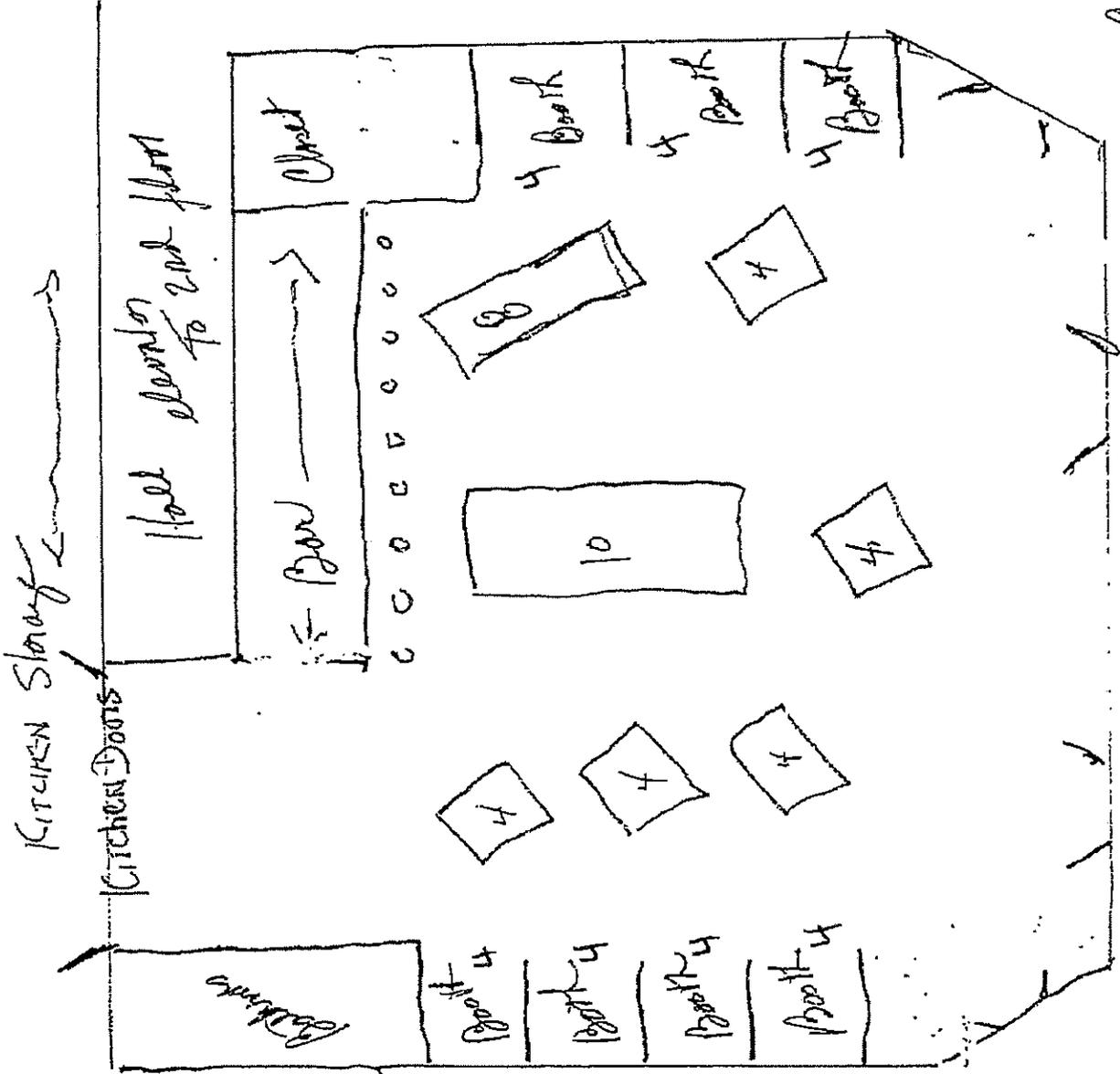
To: Bob Mitchell

Thank you ^{as} if any questions
please call me.

Royle

P.S.
Have sent you
2 ideas - both
within the 75
seats we requested.

2 pages
+ cover

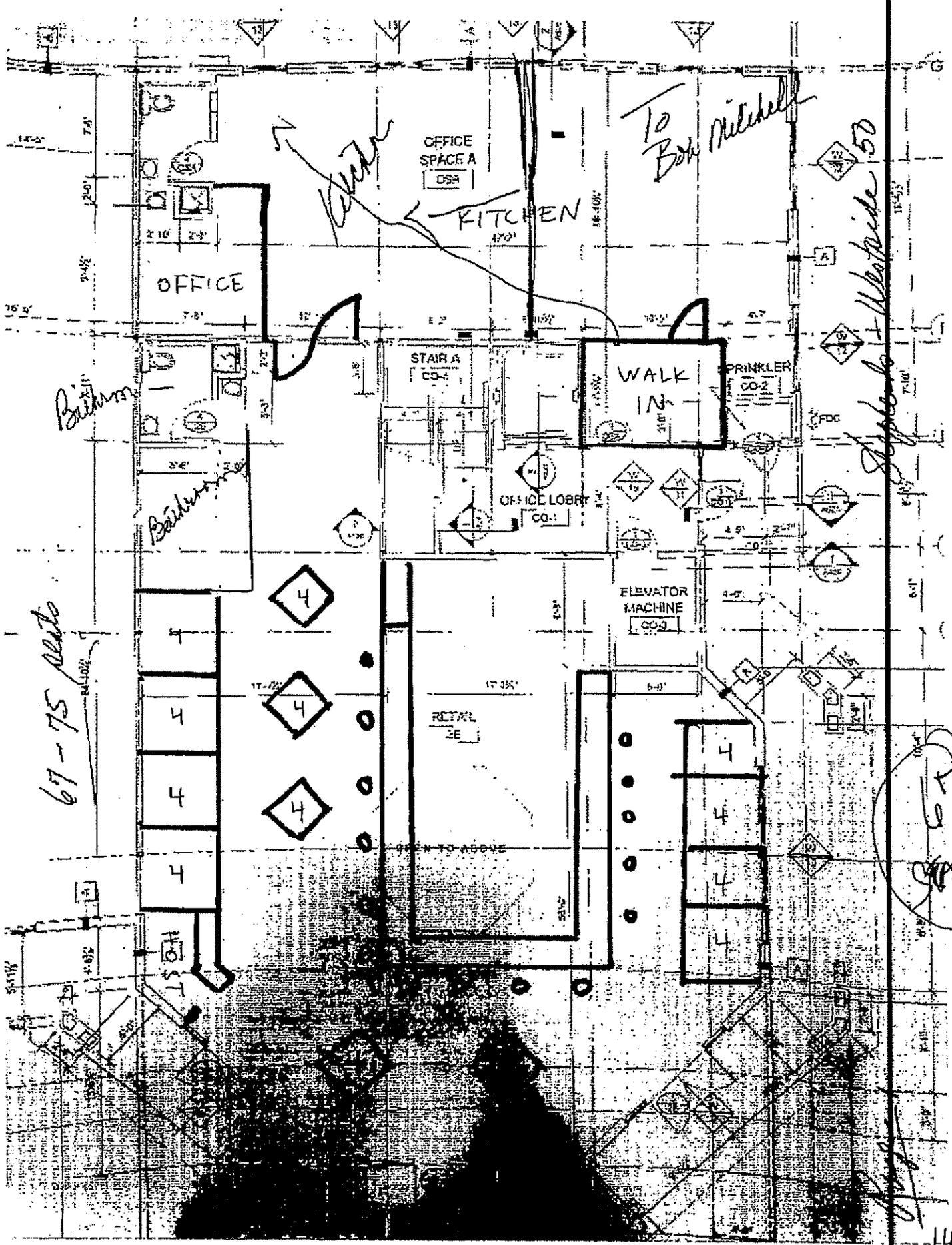


Hall 2/3
80
45'

miss 5h

Shoppers 50
Went 50

page 2



To Bob Mitchell

Bachman

Bachman

67-75 units

67-75

Handwritten signature

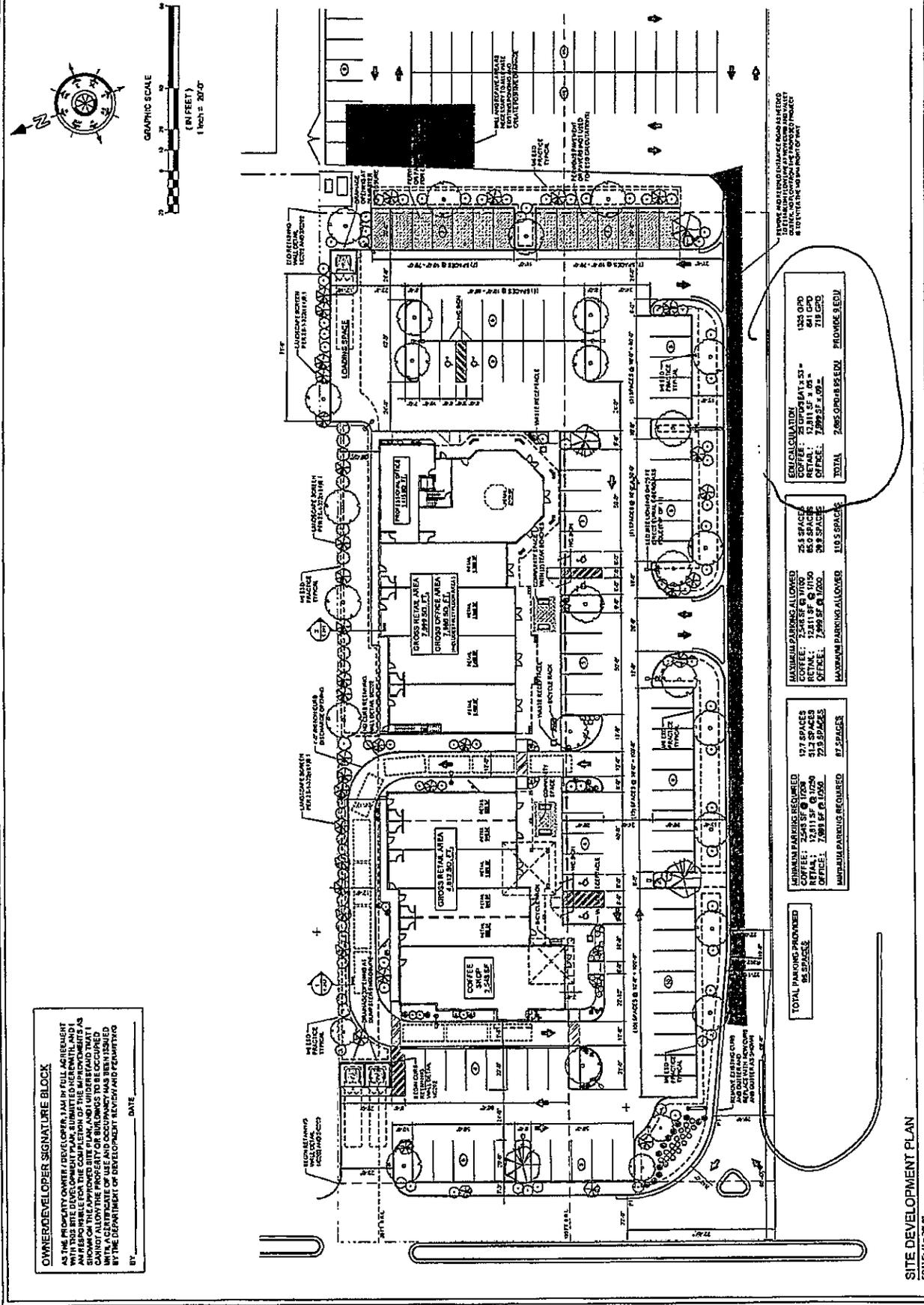
C
200

DATE: 4.11.15
PROJECT NO.:
CLIENT:
SCALE:
DATE:

HOOPERS SHOPPING
PLAZA
TAX MAP 27, PARCEL 587,569
WORCESTER COUNTY, MARYLAND
SITE DEVELOPMENT PLAN

LOTUS
ARCHITECTURAL ENGINEERING
14120 WOODBURY LANE, SUITE 100
BETHESDA, MARYLAND 20814
TEL: 301-462-1100

NO.	DATE	REVISIONS



OWNER/DEVELOPER SIGNATURE BLOCK

AS THE PROPERTY OWNER, I HEREBY CERTIFY THAT I AM IN FULL AGREEMENT WITH THIS SITE DEVELOPMENT PLAN, SUBMITTED HERewith, AND I AM PROVIDING FOR THE COMPLETION OF THE IMPROVEMENTS AS SHOWN ON THE APPROVED SITE DEVELOPMENT PLAN. THIS PLAN IS TO BE CONSIDERED A FINAL AGREEMENT OF USE AND OCCUPANCY HAS BEEN ISSUED BY THE DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING BY THE DATE _____.

BY: _____ DATE: _____

SITE DEVELOPMENT PLAN
SCALE 1" = 20'-0"

SPACES
SPACES
SPACES

SPACES

<u>EDU CALCULATION</u>		
COFFEE :	25 GPD/SEAT x 53 =	1325 GPD
RETAIL :	12,811 SF x .05 =	641 GPD
OFFICE :	7,999 SF x .09 =	719 GPD
<u>TOTAL</u>	<u>2,685 GPD=8.95 EDU</u>	<u>PROVIDE 9 EDU</u>

REMOVE
TO ESTA
GUTTER.
IS TO EN'

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

July 10, 2019

19

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

COMMISSIONERS
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

Proposed Public Hearing
on August 6, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *kl*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Proposed Revised Resolution Establishing Standard Sewer Flow Calculations

Following your Work Session on July 2, 2019, the Worcester County Sewer Committee met with Commissioners Bunting, Church and Mitrecic on July 9, 2019 to review and revise the draft resolution establishing standard flow calculations for determining required capacity to serve residential and non-residential land uses to be served by public sewer systems in Worcester County, Maryland. Attached please find a ~~Strike~~ and REPLACE version of the revised resolution and attachments for your consideration.

We look forward to reviewing this revised draft resolution at your meeting on July 16, 2019. With your approval, we will schedule a public hearing on the revised draft for your meeting of August 6, 2019. Please feel free to contact me if you should have any questions or concerns.

cc: Sewer Committee

RESOLUTION NO. 19 - ____

RESOLUTION ESTABLISHING STANDARD SEWER FLOW CALCULATIONS FOR DETERMINING REQUIRED CAPACITY TO SERVE RESIDENTIAL AND NON-RESIDENTIAL LAND USES TO BE SERVED BY PUBLIC SEWER SYSTEMS IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County, Maryland (the Commissioners) have determined that it is desirable to provide for adequate water and sewage capacity for the residents of the County and to allocate water and sewage capacity among current and future developments in a fair and equitable manner in its effort to maintain water and sewerage allocation availability to the community; and

WHEREAS, Title 9, Subtitle 5, of the Environment Article of the Annotated Code of Maryland, enables County comprehensive water and sewerage plans to provide for the orderly expansion of community and multi-use water supply and sewerage system in a manner consistent with applicable County and local comprehensive plans, and the statutory authority and regulatory requirements, as codified in the Code of Maryland Regulations (COMAR) 26.03.03, as from time to time amended, provides the basis for the establishment of allocation policies for water supply and sewerage services; and

WHEREAS, the Commissioners have determined the treatment capacity necessary to serve a single-family residential dwelling unit in each Sanitary Service Area on an Equivalent Dwelling Unit (EDU) basis AS ESTABLISHED BY THE COMMISSIONERS FOR EACH INDIVIDUAL SANITARY SERVICE AREA ~~whereby each EDU is currently projected to generate a flow of 300 (three hundred) gallons per day (gpd) per EDU;~~ and

WHEREAS, standard sewer flow calculations for proposed residential and non-residential developments assist the County in determining the number of EDUs required to serve the proposed development and ensure that the sale and allocation of EDUs will not exceed the rated capacity of the wastewater treatment plant serving the proposed development; and

WHEREAS, the Commissioners, as the governing body of the Sanitary Service Areas of Worcester County, have determined that the flows for certain specific uses as reflected in Tables I-IV of the Design Guidelines for Wastewater Facilities document authored by the Maryland Department of the Environment (MDE), closely resemble the discharge produced by specific land uses in Worcester County, subject to local amendments; and

WHEREAS, the Commissioners have determined it necessary and appropriate to amend these flow tables to reflect local conditions including referencing established design flows for various land uses in other Maryland jurisdictions, and local experience of actual flows generated by similar existing land uses in Worcester County in order to establish the Standard Sewer Flow Calculations in Worcester County, Maryland;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Policy which includes the attached Standard Sewer Flow Calculations in Worcester County, Maryland is hereby adopted by the Commissioners and shall guide the sale and allocation of EDUs so as not to exceed the rated capacity of the wastewater treatment plant serving the proposed development.

1. **CALCULATION OF REQUIRED EDUs**

- A. The water and sewer allocation for a single family residential unit shall require one EDU.
- B. For non-residential units, the number of EDU's required for a project shall be based on the specific use and scope as determined and approved by County staff, in accordance with the provisions of this Resolution.
- C. Unless otherwise provided in this Resolution, the calculation of the number of EDUs required for a project shall be based on the Standard Sewer Flow Calculations in Worcester County, Maryland (Flow Table) attached hereto as Attachment A.
- D. The calculation of the required EDU's shall result in a whole number. Calculations resulting in a fraction shall be rounded up to the next whole number.
- E. If a project or use is not adequately addressed in the Flow Table, County staff from the Departments of Environmental Programs, Public Works, and the Treasurer's Office shall collectively review the use and estimate the capacity required based on available data from MDE, neighboring jurisdictions, local experience, or other similar sources which staff determines to be reputable and acceptable. FOR ANY PROJECT THAT HAS A USE THAT MUST FOLLOW THIS PROCEDURE, THE PROPERTY OWNER SHALL BE REQUIRED TO ENTER INTO AN ALLOCATION AGREEMENT WITH THE COUNTY THAT WILL MONITOR THE EDU USAGE FOR A PERIOD OF TWENTY-FOUR MONTHS FOLLOWING COMPLETION OF THE PROJECT, CONNECTION TO COUNTY SANITARY SERVICES, AND COMMENCEMENT OF OPERATIONS. THE ALLOCATION AGREEMENT SHALL HAVE OTHER TERMS AND CONDITIONS DEEMED NECESSARY BY THE COUNTY.
 - i. ~~Following the EDU calculation by staff, the County shall monitor water consumption as an indication of actual sewer flow for a period of twenty-four months following completion of the project, connection to County sanitary services, and commencement of operations. If the observed peak flow exceeds the established EDUs allocated to the property, the property owner shall be required to purchase additional sanitary capacity to reflect the actual peak flow in excess of the previously allocated number of EDUs. There shall be no lowering of the initial EDU calculation~~

2. **PROCEDURE**

The initial determination of required EDUs will be made by the Department of Environmental Programs in their review of either a permit for construction of improvements or in conjunction with site plan review. Requirements will be determined utilizing the attached Flow Table and recorded by the department on a Flow Calculation Worksheet to be distributed to the Worcester County Sewer Committee and placed in the property/project file. No County building permit shall be issued for the project until the required EDUs have been purchased AS CONFIRMED BY THE COUNTY TREASURER'S OFFICE.

3. **RECORD-KEEPING AND DOCUMENTATION**

The Department of Environmental Programs shall maintain Flow Calculation Worksheet showing the calculations and project title which shall be maintained in the property/project file. These records shall also include any special determinations and decisions reached for flows not specifically listed in the attached Flow Table.

4. **AMENDMENTS TO THE FLOW TABLE**

The Commissioners reserve the right to periodically review the Flow Table to determine if additions or modifications are necessary. Such additions or modifications shall be adopted by resolution of the Commissioners FOLLOWING A PUBLIC HEARING and shall be in effect for future developments thereafter, but shall not apply to any allocations for existing development.

5. **NATURE OF ALLOCATION**

Nothing herein or action taken hereunder shall constitute a commitment for sewer service by the County which shall at all times be subject to the available capacity and conditions at the time of application for service.

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

**Standard Sewer Flow Calculations
in Worcester County, Maryland**

Attachment A

Table A	
Flow Projection Based Upon Gallons Per Day (gpd) Per Person	
Type of Establishment	Gallons Per Day (gpd) Per Person
	(Unless otherwise noted)
Airports (per passenger + 15 gpd per employee)	5
Auditorium or Assembly Hall (per seat)	3
Bathhouses and swimming pools	15
Boarding houses (per room)	100
Camps: Campground with central comfort stations (PER SITE)	35 70
Camps: With flush toilets, no showers	25
Camps: Day camps (no meals served)	15
Camps: Resort camps (night and day) with limited plumbing	50
Camps: Luxury camps WITH WATER/SEWER HOOK-UPS (PER CAMPSITE)	100 150
Country clubs (based on rated capacity)	50
Church (per seat) + ADDITIONAL FLOW FOR ACCESSORY USES	3
— Church with private kitchen (per seat)	5
— Church with commercial kitchen (per seat)	15
Daycare (per student and teacher)	15
Factories (gallons per person, per shift, exclusive of industrial wastes)	25
Golf Course - 18 holes with limited service snack bar (PER COURSE)	3,500
Golf Course - 9 holes with limited service snack bar (PER COURSE)	1,500
Hospitals (per bed space)	350
Institutions other than hospitals (per bed space)	130
Marina pump out (per slip)	35
Mobile home parks (1 EDU per space)	300 VARIES
Motels (per room)	125
Picnic Parks (toilet wastes only) (per picnicker)	5
Picnic Parks with bathhouses, showers and flush toilets (per picnicker)	10
Schools: Boarding	100
Schools: Day, without gyms, cafeterias or showers	15
Schools: Day, with gyms, cafeterias and showers	30
Schools: Day, with cafeterias, but without gyms or showers	20
Stable, Commercial Riding (per horse)	8
Swimming pool Club House/Bath House	20
Tasting Room - for winery, brewery - no food service - (minimum)	400
Theaters: Indoor (per auditorium seat)	3
Theaters: Drive-in (per car space)	5
Travel Trailer Parks (transient or seasonal) — no sewer hook-ups (per space)	85
Travel Trailer Parks (transient or seasonal) — with sewer hook-ups (per space)	100
Footnote: Number of persons is calculated by the occupant load as determined by the County Building Code.	

Table B	
Flow Projections for Commercial Establishments	
Public Service Buildings or Other Uses	
Type of Establishment	Projected Flow by Area
Accupuncture/massage	Gross Sq. Ft. x 0.10 = gpd
Amusement Park	Gross Sq. Ft. of site x 0.008 = gpd
Arcades	Gross Sq. Ft. x 0.10 = gpd
Banks	Gross Sq. Ft. x 0.05 = gpd
Barber Shops	Gross Sq. Ft. x 0.20 = gpd
Beauty Salons	Gross Sq. Ft. x 0.35 = gpd
Car Wash with Wastewater Recirculation Equipment	Gross Sq. Ft. x 0.55 = gpd
Car Wash without Wastewater Recirculation Equipment	Gross Sq. Ft. x 4.90 = gpd
Conference Room/Meeting Room	Gross Sq. Ft. x 0.50 = gpd
Contractor's Shop	Gross Sq. Ft. x 0.04 = gpd
Convenience Store	Gross Sq. Ft. x 0.05 = gpd
Day Spa	Gross Sq. Ft. x 0.35 = gpd
Department Store with FOOD SERVICE Lunch Counter	Gross Sq. Ft. x 0.08 = gpd
Drug Stores (with pharmacy, no food served)	Gross Sq. Ft. x 0.13 = gpd
Dry Goods Stores	Gross Sq. Ft. x 0.05 = gpd
Funeral Homes	Gross Sq. Ft. x 0.45 = gpd
Gym - with Showers	Gross Sq. Ft. x 0.20 = gpd
Gym - no Showers	Gross Sq. Ft. x 0.10 = gpd
Hotels and Motels	Gross Sq. Ft. x 0.25 = gpd
Laundries & Cleaners	Gross Sq. Ft. x 0.31 = gpd
Laundromats	Gross Sq. Ft. x 3.68 = gpd
Medical Dialysis Centers	Gross Sq. Ft. x 1.00 = gpd
Medical Office Buildings - offices only	Gross Sq. Ft. x 0.10 = gpd
Medical Surgery Centers	Gross Sq. Ft. x 0.60 = gpd
Office Buildings	Gross Sq. Ft. x 0.09 = gpd
Swimming pools: 3 to 5-feet deep	Gross Sq. Ft. x 0.83 = gpd
Swimming pools: greater than 5-feet deep	Gross Sq. Ft. x 0.67 = gpd
Retail Stores	Gross Sq. Ft. x 0.05 = gpd
Restaurants, Bars and Lounges	Gross Sq. Ft. x 1.00 = gpd
- Restaurants - Carry-out only	Gross Sq. Ft. x 0.50 = gpd
Service Stations - FULL SERVICE GARAGE	Gross Sq. Ft. x 0.18 = gpd
Shopping Centers	Gross Sq. Ft. x 0.18 = gpd
Supermarkets	Gross Sq. Ft. x 0.20 = gpd
Warehouses	Gross Sq. Ft. x 0.03 = gpd

Table C		
Flow Projection for Country Clubs		
Type of Fixture	Gallons Per Day	Per Fixture
Baths		300
Showers		500
Sinks		50
Toilets		150
Urinals		100
Table D		
Flow Projection for Public Parks		
(During hours when park is open)		
Type of Fixture	Gallons Per Day (gpd)	Per Fixture
Faucets		15
Flush toilets		35
Showers		100
Urinals		10
<p>Adapted from flow tables provided in "MDE Guidance Document, Wastewater Capacity Management Plans, 2006" with local amendments, from "Design Guidelines for Wastewater Facilities," Maryland Department of the Environment – Engineering and Capital Projects Program, 2012 and "Design Guidelines for Sewerage Facilities; Technical Bulletin M-DHMH-EHA-S-001," Environmental Health Administration, Department of Health and Mental Hygiene, State of Maryland, 1978 Edition.</p>		

EDU Allocation Worksheet



Project:

Tax Map:

Parcel:

Lot:

Tax ID:

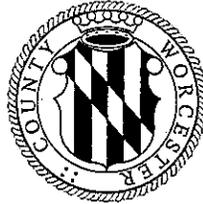
Use Description	Allocation Rate	Estimated Quantity (sf)	EDU Flow per Gal	EDU Total
<u>Common uses:</u>				
General Office	0.09	0.00	300	0
Retail	0.05	0.00	300	0
Contractors Shops	0.04	0.00	300	0
Medical and Dental Offices	0.10	0.00	300	0
Carry Out (non-public food prep area)	0.50	0.00	300	0
Restaurants	1.00	0.00	300	0
Additional use (not listed above)	0.00	0.00	300	0
Total EDU Projection				0

Notes:

1. Enter building size in quantity.

Date Approved: _____

Approved By: _____



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

COMMISSIONERS
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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 6, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
On Behalf Of Worcester County Sewer Committee
SUBJECT: Proposed Resolution Establishing Standard Sewer Flow Calculations

At the Worcester County Sewer Committee meeting earlier today, the Committee reviewed and recommended adoption of the attached draft resolution establishing standard flow calculations for determining required capacity to serve residential and non-residential land uses to be served by public sewer systems in Worcester County, Maryland. As stated in the draft resolution, standard flow calculations for proposed developments will assist the County in definitively determining the number of Equivalent Dwelling Units (EDUs) required to serve proposed development and ensures that the sale and allocation of EDUs will not exceed the rated capacity of the wastewater treatment plant serving each community. As you will see, the resolution includes a formal policy as well as a Table of Standard Sewer Flow Calculations in Worcester County, Maryland. This resolution will provide staff with approved flow calculations which are primarily based on State guidelines but also reflect local experience of actual flows generated by similar existing land uses in Worcester County and other nearby jurisdictions. As new data is collected on actual flows, we anticipate that these Standard Sewer Flow Calculations in Worcester County, Maryland can be periodically updated by the County Commissioners to more accurately reflect the projected sewer capacity required to serve all types of development.

The Sewer Committee requests your review and approval of this resolution at your next meeting. In the meantime, if you should have any questions or concerns, please feel free to contact me.

cc: Sewer Committee

Postponed
APPROVED *Wok 2019*
Worcester County Commissioners
Date *6/15/19*

Background Information on Standard Sewer Flow Calculations

EDU Charges - An equivalent dwelling unit (EDU) charge is collected in the County service areas for the purpose of paying any debt related to the acquisition or construction of sanitary facilities. One EDU represents the equivalent flow of an average single family home, which is typically 300 gallons per day (gpd). So for example, if a wastewater treatment plant was expanded to treat an additional 100,000 gpd of sewage, that expansion could serve an additional 333 single family homes, or 333 EDU's, as follows: $100,000 \text{ gpd} \div 300 \text{ gpd/EDU} = 333 \text{ EDU's}$. If the cost of that expansion was \$2 million, we would need to collect a total of roughly \$6,000 per EDU to cover the cost of expansion ($\$6,000/\text{EDU} \times 333 \text{ EDUs} = \2 million). Further, we are counting on eventually selling all 333 EDUs in order to fully recoup the cost of the expansion by the new customers served by that expanded capacity rather than the existing customers.

Determining EDUs for New Development - Determining the number of EDUs required to serve a new single-family residential subdivision is quite simple and only requires multiplying the number of homes by 1 EDU per home. However, in order to determine the number of EDUs needed to serve commercial and other developments requires us to project the sewer flow based upon the proposed development. Guidance is provided by the Maryland Department of Environment (MDE) as well as local experience of actual flows generated by similar existing land uses. Our goal is to combine these guidance documents and experience in order to establish local standards which can be applied consistently to all new development in the County which will eliminate subjectivity (which often results in disagreements between staff and developers regarding projected flow), streamline the EDU calculation process, lessen the existing workload on staff, and ultimately be more business-friendly by defining a standard that all new development can rely upon when planning their projects.

The Problem with Subjective Flow Calculations - As an example, we recently received an application for two new 3,500 square foot (sf) shopping center buildings. One 3,500 sf building was to be used as a dental office and the second 3,500 sf building was to be used for a restaurant (1,500 sf) and a retail store (2,000 sf). The applicant calculated that he needed a total of 3 EDUs to serve his proposed development, as follows: 1 EDU for the 3,500 sf dental office and 2 EDUs for the restaurant (1 EDU) and retail building (1 EDU). Based upon current guidance documents, staff initially calculated the required EDUs as follows: 2 EDUs for the dental office ($3,500 \text{ sf} \times 0.1 \text{ gallons/sf/day} = 350 \text{ gpd} = 2 \text{ EDUs rounded up}$); and 1 EDU for the 3,500 "shell building" ($3,500 \text{ sf} \times 0.05 \text{ gallons/sf/day} = 175 \text{ gpd} = 1 \text{ EDU}$). However, knowing that the shell building was to be divided into a 1,500 sf restaurant and a 2,000 sf retail store, it was determined that the restaurant space must be calculated based upon the number of seats proposed as has been our past practice. When the applicant was advised of this requirement, they submitted plans showing only 6 seats in the restaurant. As a result, the estimate was recalculated based upon 6 seats (at 25 gallons per seat $\times 6 \text{ seats} = 150 \text{ gpd}$) and the bulk of the space as a carry-out restaurant (at $1,479 \text{ sf} \times 0.5 \text{ gallons/sf/day} = 740 \text{ gpd}$) for a total estimated flow of 890 gpd which would require 3 EDUs for the restaurant and 1 EDU for the retail store ($2,000 \text{ sf} \times 0.05 \text{ gallons/sf/day} = 100 \text{ gpd}$). So the applicant was required to purchase a total of 6 EDUs for their 7,000 sf shopping center (2 EDUs for the Dental Office and 4 EDUs for the restaurant and retail store).

But based upon our current subjective standards, that may not be the end of it. Given that the current calculation for the restaurant is based upon a total of 6 seats, if the eventual restaurant

operator decides that they prefer a sit-down operation over carry-out, that will require more seats which will generate significantly greater sewage flow. Based upon our records, we know that a typical 1,500 sf sit down restaurant has approximately 60 seats. At the rate of 25 gallons per seat that would generate flow of 1,500 gpd (at 25 gallons per seat x 60 seats = 1,500 gpd) and would require a total of 5 EDUs ($1,500 \text{ gpd} \div 300 \text{ gpd/EDU} = 5 \text{ EDUs}$). History has shown that catching these changes at a later date may be difficult. So in the end, the restaurant may be using 5 EDUs worth of flow only having paid for 3 EDUs leaving the remaining service area customers to absorb the cost of those additional 2 EDUs. Even worse, had we allowed the applicant's calculation of 1 EDU needed for the 3,500 sf "shell building" the remaining service area customers would have subsidized 4 additional EDUs needed to serve the restaurant.

Standard Sewer Flow Calculations - The above incident lead to discussions by the Worcester County Sewer Committee members regarding the need for standard sewer flow calculations based wherever possible on the square footage of the proposed development rather than subjective standards based on the number of people estimated to be served. For example, since we know that the a 1,500 sf sit down restaurant typically comprises 60 seats for which we calculate 25 gallons per seat or 1,500 gpd ($1,500 \text{ gpd} \div 300 \text{ gpd/EDU} = 5 \text{ EDUs}$), we reasoned that sit down restaurants typically requires 1.0 gallon/sf/day which could be applied to the square footage of the proposed building to determine the estimated flow and therefore the number of EDUs required. So in this case we could calculate the flow from a 1,500 sf restaurant as $1,500 \text{ sf} \times 1.0 \text{ gallons/sf/day} = 1,500 \text{ gpd}$ which is the same as the prior method of calculation based on the number of seats for a 60-seat restaurant. Furthermore, the new method is completely objective based upon the size of the restaurant rather than a declared number of seats by the applicant. Using this same methodology, we were able to convert several other uses to a more objective square footage basis rather than a subjective basis of how many people are estimated by the applicant to be served.

MDE Calculations Converted to Local Calculations - I have attached copies of the original MDE Guidance Documents which include: Table I - Flow Projections Based Upon Gallons Per Person Per Day; Table II - Guiding Factors for Flow Projection Related with Commercial Establishments, Public Service Buildings, or Dwelling Units; Table III - Flow Projection for Country Clubs; and Table IV - Flow Projection for Public Parks. I have also attached flow calculation estimates used by County staff which have been developed over the years to determine flow for land uses not listed in the MDE Guidance Document. These calculations were incorporated into our local Standard Sewer Flow Calculations. Finally, I have attached our proposed Worcester County Standard Sewer Flow Calculations, which includes: Table A - Flow Projections Based Upon Gallons Per Day (gpd) Per Person; Table B - Flow Projections for Commercial Establishments, Public Service Buildings or Other Uses; Table C - Flow Projection for Country Clubs; and Table D - Flow Projection for Public Parks. The primary difference between our local standards and the MDE standards is that we have incorporated local flow calculations for land uses not listed in the MDE Guidance Document, and wherever possible, converted flow projections previously based upon gpd per person (Table A) to flow projections based upon the square footage of the facility being served and the type of establishment (Table B). We also added a footnote to Table A to provide that the number of persons to be served is calculated by the occupant load of the establishment as determined by the County Building Code which results in a definitive number rather than a declaration of the applicant which is often under-estimated to reduce the number of EDUs required for purchase which therefore deprives the service area of revenues we counted on to retire the debt service on improvements.

p. 12

p. 15

p. 5

Original MDE Guidance

①

Table I - Flow Projection Based Upon Gallons Per Person Per Day

Airports (per passenger)	5
Apartments-multiple family (per resident)	60
Bathhouses and swimming pools.....	10
Camps:	
Campground with central comfort stations.....	35
With flush toilets, no showers	25
Day camps (no meals served)	15
Resort camps (night and day) with limited plumbing	50
Luxury camps	100
Cottages and small dwellings with seasonal occupancy.....	50
Country clubs (per resident member).....	100
Country clubs (per non-resident member present).....	25
Dwellings:	
Boarding houses.....	50
additional for non-resident boarders.....	10
Luxury residences and estates	150
Multiple family dwellings (apartments).....	60
Rooming houses.....	40
Single family dwellings.....	75-100
Factories (gallons per person, per shift, exclusive of industrial wastes)	35
Hospitals (per bed space)	350
Hotels with private baths (2 persons per room).....	60
Hotels without private baths.....	50
Institutions other than hospitals (per bed space).....	125
Laundries, self-service (gallons per wash, i.e., per customer)	50
Mobile home parks (per space).....	250
Motels with bath, toilet and kitchen wastes (per bed space)	50
Motels (per bed space)	40
Picnic Parks (toilet wastes only) (per picnicker)	5
Picnic Parks with bathhouses, showers and flush toilets	10
Restaurants (per seat)	25
Restaurants (toilet and kitchen wastes per patron)	10
Restaurants (kitchen wastes per meal served)	3
Restaurants, additional for bars and cocktail lounges.....	2
Schools:	
Boarding	100
Day, without gyms, cafeterias or showers	15
Day, with gyms, cafeterias and showers.....	25
Day, with cafeterias, but without gyms or showers	20
Service Stations (per vehicle served).....	10

12

Swimming pools and bathhouses	10
Theaters:	
Movie (per auditorium seat)	1
Drive-in (per car space)	5
Travel Trailer Parks without individual water and sewer hook-ups (per space)	50
Travel Trailer Parks with individual water and sewer hook-ups (per space)	100
Workers:	
Construction (at semi-permanent camps).....	50
Day, at schools and offices (per shift).....	15

An alternative method used to project average daily flows generated from commercial establishments, public service buildings, or dwelling units can be figured on the basis of total floor area, number of building units, or service seats multiplied by a statistical factor. Guiding factors are given in Table II.

Table II - Guiding Factors for Flow Projection Related with Commercial Establishments, Public Service Buildings, or Dwelling Units

Office Buildings	Gross Sq. Ft. x 0.09 = gpd
Medical Office Buildings.....	Gross Sq. Ft. x 0.62 = gpd
Warehouses.....	Gross Sq. Ft. x 0.03 = gpd
Retail Stores	Gross Sq. Ft. x 0.05 = gpd
Supermarkets.....	Gross Sq. Ft. x 0.20 = gpd
Drug Stores.....	Gross Sq. Ft. x 0.13 = gpd
Beauty Salons.....	Gross Sq. Ft. x 0.35 = gpd
Barber Shops.....	Gross Sq. Ft. x 0.20 = gpd
Department Store with Lunch Counter.....	Gross Sq. Ft. x 0.08 = gpd
Department Store without Lunch Counter.....	Gross Sq. Ft. x 0.04 = gpd
Banks.....	Gross Sq. Ft. x 0.04 = gpd
Service Stations	Gross Sq. Ft. x 0.18 = gpd
Laundries & Cleaners	Gross Sq. Ft. x 0.31 = gpd
Laundromats.....	Gross Sq. Ft. x 3.68 = gpd
Car Wash without Wastewater Recirculation Equipment.	Gross Sq. Ft. x 4.90 = gpd
Hotels.....	Gross Sq. Ft. x 0.25 = gpd
Motels	Gross Sq. Ft. x 0.23 = gpd
Dry Goods Stores	Gross Sq. Ft. x 0.05 = gpd
Shopping Centers	Gross Sq. Ft. x 0.18 = gpd

Flow projection for country clubs or public parks may be made on the basis of plumbing fixtures. The related statistical flow figures per unit of plumbing fixture are shown in Table III and Table IV.

Table III - Flow Projection for Country Clubs

	Gallons Per Day Per Fixture
Showers.....	500
Baths.....	300
Lavatories	100
Toilets	150
Urinals.....	100
Sinks	50

Table IV - Flow Projection for Public Parks
(During hours when park is open)

	Gallons Per Day Per Fixture
Flush toilets	35
Urinals	10
Showers	100
Faucets	15

2

Environmental Programs Guidance

Design Flow Estimation Table

Flow Projection Based Upon Gallons
Per Person, per Day

Type of Establishment	Gallons per Person per Day (Unless otherwise noted)
Airports (per passenger + 15 gpd per employee)	5
Animal Shelter /Kennels (per employee)	15
Animal Shelter /Kennels (per run)	25
Auditorium or Assembly Hall (per seat)	3
Auto Dealerships	0.078 gal/sf
Bathhouses and swimming pools	15
Bowling Alley	
per employee	15
per lane, no bar/food	75
per lane, bar only	125
per lane, bar and food	200
Camps:	
Campground with central comfort stations, per campsite	100
Conference/Meeting Room (gross sf/15 = occupants)	5
Cottages and Seasonal Dwellings with Seasonal Occupancy(limit 2 bedrooms)	0.25 gal/sf
Cottages and Seasonal Dwellings with Seasonal Occupancy(3 bedrooms)	1 EDU
Country clubs (based on rated capacity)	50
Daycare (students and teachers)	15
Dwellings:	
Boarding houses (per room)	120
Multiple family dwellings (per apartment)	1 EDU
Single family dwellings (per address)	1 EDU
Factories (gallons per person, per shift, exclusive of industrial wastes)	35
Fairgrounds (per person)	5
Fraternal Service Organizations	0.14 gal/sf
Funeral Homes w/embalment	0.31 gal/sf
Funeral Homes w/o embalmment	0.05 gal/sf
Golf Course (w/snackbar, limited food service) 18 holes	3,500
Golf Course (w/snackbar, limited food service) 9 holes	1,500
Hospitals (per bed space)	350
Hotels	0.25 gal/sf
Institutions other than hospitals (per bed space)	120
Laundries, self-service (per washing machine)	125
Mobile home parks (per space)	1 EDU
Motels (rooms entered from outside)	0.23 gal/sf
Nursing Homes (per bed space)	130
Picnic Parks (toilet wastes only) (per picnicker)	5
Picnic Parks with bathhouses, showers and flush toilets	10

Restaurants, bars, lounges (per seat, food served)	25
Schools:	
Boarding	100
Day, without gyms, cafeterias or showers	15
Day, with gyms, cafeterias and showers	30
Day, with cafeterias, but without gyms or showers	20
Service Stations (per vehicle served)	25
Swimming pools and bathhouses, per employee	15
Per swimmer, over 6ft in depth- depth determines # of swimmers only	10
Per swimmer, under 6ft in depth – depth determines # of swimmers only	10
Tasting Room for Winery/Brewery w/Public Restrooms (no food served)	400 min.
Theaters:	
Indoor (per auditorium seat)	3
Drive-in (per car space)	5
Travel (transient or seasonal) Trailer Parks with individual water and Sewer hook-ups (per space)	100

Guiding Factors For Flow Projection Related With Commercial
Establishments, Public Service Buildings or Dwelling Units

Type of Establishment

Office Buildings	Gross Sq. Ft. x 0.09 = gpd
Medical Office Buildings	Gross Sq. Ft. x 0.10 = gpd
Warehouses	Gross Sq. Ft. x 0.03 = gpd
Retail Stores	Gross Sq. Ft. x 0.05 = gpd
Supermarkets (without food preparation)	Gross Sq. Ft. x 0.20 = gpd
Drug Stores(w/pharmacy, no food served)	Gross Sq. Ft. x 0.13 = gpd
Beauty Salons	Gross Sq. Ft. x 0.35 = gpd
Barber Shops	Gross Sq. Ft. x 0.20 = gpd
Department Store with Lunch Counter	Gross Sq. Ft. x 0.08 = gpd
Department Store without Lunch Counter	Gross Sq. Ft. x 0.05 = gpd
Banks	Gross Sq. Ft. x 0.05 = gpd
Service Stations	Gross Sq. Ft. x 0.18 = gpd
Laundries & Cleaners	Gross Sq. Ft. x 0.31 = gpd
Laundromats (w/o low flow fixtures/recirculation equip.)	Gross Sq. Ft. x 3.68 = gpd
Car Wash without Wastewater Recirculation Equipment	Gross Sq. Ft. x 4.90 = gpd
Dry Goods Stores	Gross Sq. Ft. x 0.05 = gpd
Shopping Centers	Gross Sq. Ft. x 0.18 = gpd
Dry Cleaners (retail only-clothing sent out for cleaning)	Gross Sq. Ft. x 0.05 = gpd

Flow Projection for Country Clubs and Public Parks

Type of Fixture Gallons Per Day	Per Fixture
Showers	500
Baths	300
Toilets	150
Urinals	100
Sinks	50

Adapted from flow tables provided in "MDE Guidance Document, Wastewater Capacity Management Plans, 2006" with local amendments. Also utilized: "MDE Guidelines for Estimating Water and/or Wastewater Flow," Maryland Department of the Environment, July 2005, and "Design Guidelines for Sewerage Facilities; Technical Bulletin M-DHMH-EHA-S-001," Environmental Health Administration, Department of Health and Mental Hygiene, State of Maryland, 1978 Edition.

**Flow Calculation Estimates Used by County Staff to Determine Flow
for Land Uses Not Listed in the MDE Guidance Document**

- Acupuncture/massage** - use 0.10 g/SF/day
- Amusement Park** - SF of site x .008 g/SF/day
- Arcades** - sq. ft./50 = # of people x 5 gpp
- Carwash w/recycling** - is 70% of max flow or about 6000 gpd on septic and 4,154 on sewer based on Jiffy Lube in WOC
- Commercial Kitchen** - use 0.2 gallons/SF/day
- Commercial Riding Stables**(Boarding/Lessons/Shows) - 7.5 gallons/horse
- Conference Room /Meeting Room** - use sq. ft/15 = # people x 5 gpd.
If standing room, use sq. ft./7 = #people x 5gpd
- Contractor Shop** - use .04 for gross sq. ft. or figure office space in it at .09 and the rest at .03g/sq ft/day
- Convenience Store** - use SF x .05 for retail, .03 for storage, and 25 gallons per seat
- Day Care** - (# of students + teachers) x 15 gpd
- Day Spa** - ranges from 0.065 g/SF/day to 0.17 g/SF/day on sewer, for septic use 0.35 g/SF/d
- Dialysis** - (based on Town of Berlin) -1 gallon/SF
- Dog Grooming/Barber Shop** - was 0.2 gallons/SF/day, Beauty Salon = 0.35 gallons/SF/day or 200 gallons/chair
- Funeral Homes** - (sq. ft. of public area/7 per Fire Marshal x 3 gallons per person) + 15 gallons per employee
- Gym** - Sq. ft. /50 = # of people x 10 gpp with showers or 5 gpp w/o showers
- Marina pump out** - 35 gallons/slip/day
- Medical facility** - use 0.62 g/SF/day when has lab/imaging, use 0.1 g/SF/day without
- Nail Salon only** - use retail flow of 0.05 g/SF/day
- Restaurants** - sq. ft. of public area/15 = # of seats x 25 gpd
- Restaurant - Carry-out only** - use 0.50 gallons per gross SF
- Swimming pools** - (3'-5'deep) use SF/12 SF/person = # people x 10 gpd,
- (for deeper or diving area) use 300 SF/person or
- if no deep end use 15 SF/person (These figures came from DHMH)

Restaurant Study					
2005					
Sit Down Restaurants					
Name	Service area	Actual seats per count	Flow at 25 gpd per seat	Gross sq ft	Flow per Gross sq. ft.
The Wedge	WOC	108	2,700	2,400	1.13
Papa Vito's/Paolis	WOC	60	1,500	1,200	1.25
Harborside	WOC	239	5,975	5,573	1.07
Green Turtle	MYH	218	5,450	5,420	1.01
Bull on the Beach	WOC	208	5,200	6,455	0.81
Hoopers	WOC	532	13,300	11,725	1.13
Captain's Galley	WOC	517	12,925	11,874	1.09
Applebee's	WOC	224	5,600	8,032	0.70
Mione's	WOC	83	2,075	2,142	0.97
Salvatore's/Trader Lee's	WOC	276	6,900	7,680	0.90
Sunset Grill	MYH	227	5,675	7,060	0.80
TC Diner	WOC	80	2,000	2,158	0.93
Average Flow per Gross sq. ft.-					0.98

Local Amended Design Flow Estimation Table

Flow Projection Based Upon Gallons
Per Day

Type of Establishment	Flow Rate
Medical and Dental Office Buildings (note 1)	0.1 gal/sf

Note 1: Outpatient and investigative procedures only with no intensification of services permitted without acquisition of additional capacity.



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Additional Flow Information

Medical Offices

From Salisbury Public Works we have the following for more intensive uses:

Deer Pointe Surgical Center 6505 Deer Pointe Drive
4,800 gpd average, SDAT sf = 9,880, 0.48 gpd/sf

A multispecialty outpatient surgery center located in Salisbury, Maryland just 30 minutes from the beaches of Ocean City. Our center performs a wide variety of orthopaedic surgical procedures and pain management procedures.

Delmarva Surgical Center, 641 S. Salisbury Blvd
10,400 gpd average, SDAT sf = 15,305 , 0.68 gpd/sf

An intensive surgical center that performs ENT surgery, General surgery, Gynecologic surgery, Oral (OMS) surgery, Orthopedic surgery, pain management, Plastic surgery, and podiatric surgery.

Barretts Medical Center, Berlin
32,549 sf @0.1 gal/sf, that's 13 EDUs (That is what Berlin Allocated).

Various medical specialty doctor's offices as tenant leaseholders. Outpatient investigative procedures for gastrointestinal and ENT. No additional EDUs required by Berlin. They have stayed within this flow footprint per Berlin Water/Wastewater

Car Washes

Berlin has 2 carwashes - 1 is automated and the other is self-serve.

Berlin Auto Wash, Automated, 1 bay, allocated 12 EDUs
2 year average flow is 84,920 gallons/month or 2,831 gpd or 11.32 EDUs (12 allocated).

Book flow for car washes is 4.9 gal/sf without any consideration for self serve/automated or recycling systems.

This location is 6,482 sf and the multiplied allocation on book flow would be 134 EDUs.

Union Station, Self Serve - 4 Bays, allocated 1 EDU
2 year average flow is 6,800 gallons/month or 227 gal/day

Book flow for car washes is 4.9 gal/sf without any consideration for self serve/automated or recycling systems.

This location is 2,432 sf and the multiplied allocation on book flow would be 48 EDUs.

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



20

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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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 9, 2019

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (10 total). They are as follows: Housing Review Board (1), Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Social Services Advisory Board (2), Solid Waste Advisory Committee (4), 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. Mr. John Glorioso has resigned from the Housing Review Board (Church). The Solid Waste Advisory Committee has four positions available for nominations, Bob Augustine (Church), Jamey Latchum (Town of Berlin), have both resigned, George Tasker (Town of Pocomoke) and James Rosenberg (Bertino). James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. The Social Services Advisory Board has two members who have resigned Maria Campione-Lawrence (Mitrecic) and Ronnie White (Nordstrom). Please review the attached letter from Ms. Roberta Baldwin referencing these resignations. 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 July.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p. 6 - Social Services Advisory Board - (Ronnie White)- 3yr.

District 2 - Purnell All District Appointments Received. Thank you!

District 3 - Church p. 3 - Housing Review Board (John Glorioso) - 3-year
p. 9 - Solid Waste Advisory Board - (Bob Augustine)- 4yr.
p. 10 - Water and Sewer Advisory Council for the West Ocean City Service Area
(Andrew Del Corro) - 4-year

District 4 - Elder All District Appointments Received. Thank you!

District 5 - Bertino p. 4 - Local Development Council For The Ocean Downs Casino (James
Rosenberg) - 4-year
p. 9 - Solid Waste Advisory Committee (James Rosenberg) -4-year

District 6 - Bunting All District Appointments Received. Thank you!

District 7 - Mitrecic p. 6 - Social Services Advisory Board - (Maria Campione-Lawrence)- 3yr.

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.
- p. 9 - Solid Waste Advisory Board (George Tasker-Town of Pocomoke), Jamey Latchum (Town of
Berlin)- 4yr.

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
 To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.
 Review Housing Assistance Programs.

Number/Term: 7/3 year terms
 Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13-16, 16-19
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16, 16-19
John Glorioso	D-3, Church	Ocean Pines	*06-11-14-17, 17-20
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15-18, 18-21
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21

resigned

Prior Members:

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

* = 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

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:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Arlene C. Page	Bishopville	18-23	
Steven W. Rakow	Ocean Pines	*19-23	
Martha Bennett	Berlin	19-23	

C) = Chairman

Prior Members: Since 1972

- | | |
|-----------------------------|----------------------------------|
| Wilford Showell | Delores W. Groves (96-99) |
| E. Carmel Wilson | Mary Yenny (98-03) |
| Daniel Trimper, III | Walter F. Powers (01-04) |
| William Smith | Grace C. Purnell (96-04) |
| William Marshall, Jr. | George H. Henderson, Jr. (97-06) |
| Richard G. Stone | Joseph A. Calogero (04-09) |
| Milton Laws | Joan Vetare (04-12) |
| W. Earl Timmons | Howard G. Jenkins (03-18) |
| Hugh Cropper | Robert D. Rose (*06-17) |
| Lloyd Lewis | Larry Fry (*10-14 alt)(14-18) |
| Ann Granados | |
| John Spurling | |
| Robert N. McIntyre | |
| William H. Mitchell (96-98) | |

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

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

* = Appointed to fill an unexpired term



DEPARTMENT OF HUMAN SERVICES

Worcester County
Department of Social Services

June 26, 2019

Roberta Baldwin
Director

Dawn Jones
Assistant Director
Child Support

Jamie Manning
Assistant Director
Services

Ellen Payne
Assistant Director
Family Investment

Mary Beth Quillen
Assistant Director
Administration

MAIN OFFICE
299 Commerce Street
P.O. Box 39
Snow Hill, Maryland 21863

Telephone: 410-677-6800
Fax: 410-677-6810
TTY: 410-677-6800

Website:
www.dhr.maryland.gov/local-offices/worcester-county/



Diana Purnell, President
Worcester County Office of the Commissioners
Worcester County Government Center
One West Market St., Room 1103
Snow Hill, MD 21863

**RE: Appointment and Re-Appointment to the Worcester County DSS
Advisory Board**

Dear Ms. Purnell,

I am writing regarding Advisory Board membership which includes the re-appointment of two existing members and the need to recruit members from Ocean City and Pocomoke area. I am recommending the re-appointment of Dr. Voncelia S. Brown and Ms. Mary White. Both have eagerly accepted. Their contact information is listed below:

Dr. Voncelia S. Brown
6024 South Point Road
Berlin, MD 21811

Ms. Mary White
9114 Lincoln Lane
Berlin, MD 21811

Further, the term of Ms. Maria Campione-Lawrence will expire as of 6/2019 and she does not wish to continue as a member of the Board. Through telephone contact, she indicated that she has resigned. Therefore, there is a need to locate a community member to fulfill this vacancy in Commissioner Mitrecic's district. Likewise, through telephone contact, Mr. Ronnie White, a newly appointed member from Commissioner Nordstrom's district, indicated that he did not have the availability to fulfill the requirements of the Board. He has indicated a desire to have his appointment terminated. A request for this to be documented in writing has been made but to no avail as of this time. To meet the membership mandate, I am requesting assistance to locate a Pocomoke community member to take on this role.

Please feel free to contact me if any additional information is needed.

Thank you for your assistance.

Sincerely,
Roberta Baldwin

Roberta Baldwin, LCSW-C
Director

Larry Hogan, Governor • Boyd Rutherford, Lt. Governor • Lourdes R. Padilla, Secretary

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>
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 <i>resigned</i>
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 <i>resigned</i>
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
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22

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)

* = Appointed to fill an unexpired term

**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 <i>resigned</i>
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

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

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



21

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

COMMISSIONERS
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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 8, 2019

Proposed Public Hearing
on August 20, 2019

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*
SUBJECT: Draft Resolution to Increase Hotel Rental Tax to 5.0% in Worcester County

As you are aware, at your meeting on May 21, 2019 you passed Bill 19-1 which enables you to adopt a maximum hotel rental tax rate of 5.0% in Worcester County as permitted by State law. Officials from the Town of Ocean City 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. This enabling legislation became effective on July 5, 2019, 45-days after adoption of Bill 19-1. The next step in this process is to introduce the attached draft resolution to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020 and to schedule a public hearing on this proposed action for August 20, 2019 to meet the notice and advertising requirements. Following the public hearing, the resolution will require the unanimous consent of the County Commissioners to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020.



During his presentation on March 19th, Ocean City Mayor Rick 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 followed up his comments with a listing of the room tax and sales tax comparisons in other resort areas nearby and along the eastern seaboard, which demonstrate combined rates of between 8% and 20.95% in nearby resort areas as compared to Worcester County's current combined rate of 10.5% which would increase to 11.0% if the attached resolution was passed.

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

RESOLUTION NO. 19 - ____

**RESOLUTION AMENDING THE HOTEL RENTAL TAX RATE
IN WORCESTER COUNTY, MARYLAND**

DRAFT

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 requests of the Mayor and Council of the Town of Ocean City, Maryland and following duly advertised public hearings 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 from 4% to 4.5% by Resolution No. 07-30 adopted on November 6, 2007, which became effective on January 1, 2008; 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 4.5% to 5.0% effective January 1, 2020; and

WHEREAS, as authorized by Section 20-405 of the Local Government Article of the Annotated Code of Maryland, the County Commissioners adopted Bill 19-1 on May 21, 2019 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 5.0%, 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 4.5% to 5.0% at their meeting of August 20, 2019; 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, 2020, and pursuant to the authorities established in Section 20-405 of the Local Government Article 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 5.0% 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.

DRAFT

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

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.

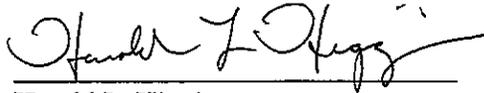
Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection (a) of Section TR 1-601 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (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 21st day of May, 2019.

ATTEST:

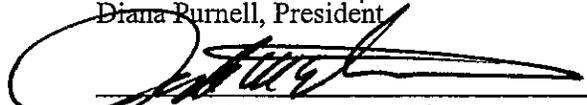


Harold L. Higgins
Chief Administrative Officer

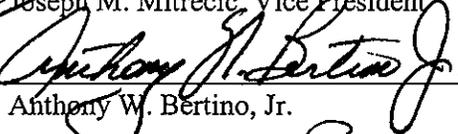
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



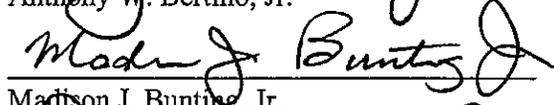
Diana Purnell, President



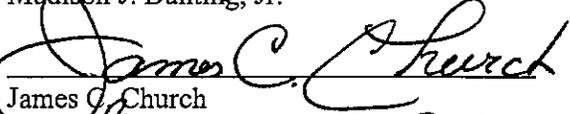
Joseph M. Mitrecic, Vice President



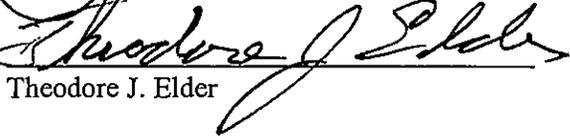
Anthony W. Bertino, Jr.



Madison J. Bunting, Jr.



James C. Church



Theodore J. Elder

Joshua C. Nordstrom

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.

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

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

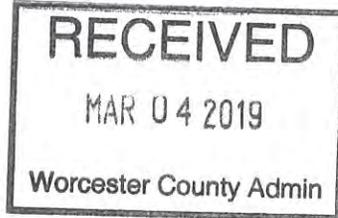
LLOYD MARTIN
President

MARY P. KNIGHT
Secretary

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



March 1, 2019

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

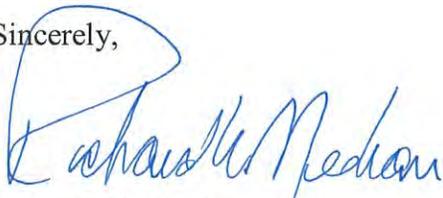
*Copy: Phil Thompson ✓
Kathy Whitel ✓
Maureen Howarth ✓*

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. 15

See p. 22

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



§ 20-114

LOCAL GOVERNMENT

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 ~~limits~~ ^{limits} ~~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 aforesaid tax is June 1, 1971.

THE BOARD OF COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Ray Redden
Ray F. Redden, President

Mark O. Pilchard
Mark O. Pilchard

Louis Y. Hickman
Louis Y. Hickman

Willie W. Hudson
Willie W. Hudson

Paul Joyner
Paul Joyner

ATTEST:

Elizabeth M. Warner
Elizabeth M. Warner,
Secretary

RESOLUTION REGARDING
APPLICABILITY OF WORCESTER
COUNTY ROOM TAX

16
1 INC 441

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. Yankis
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 Jdyner
N. Paul Jdyner

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

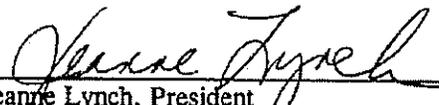
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

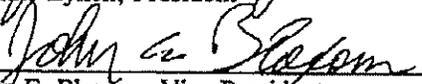
PASSED AND ADOPTED this 20th day of June, 2000.

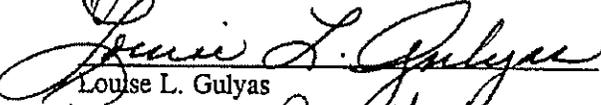
ATTEST:

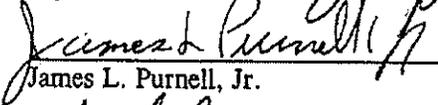

Gerald T. Mason
Chief Administrative Officer

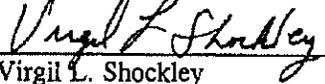
WORCESTER COUNTY COMMISSIONERS


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

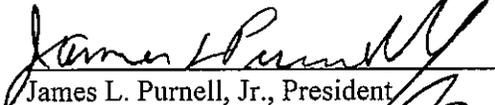
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

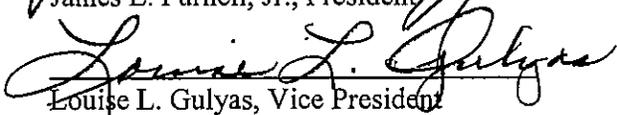
PASSED AND ADOPTED this 6th day of November, 2007.

ATTEST:

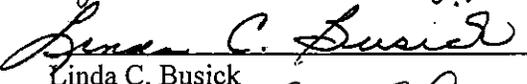
WORCESTER COUNTY COMMISSIONERS

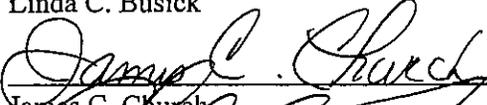

Gerald T. Mason
Chief Administrative Officer


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



22

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

COMMISSIONERS
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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 19, 2019



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

Please print the attached Notice of Introduction of Bill 19-2 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on June 27, 2019 and July 11, 2019. Thank you.

NOTICE OF INTRODUCTION OF BILL 19-2 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 19-2 (Zoning - Building Signs) was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom and Purnell on June 18, 2019.

A fair summary of the bill is as follows:

§ ZS 1-324(c)(4)A. (Repeals and reenacts this subsection of the on-premises signs regulations to remove limitations on the amount of building sign copy area that may be transferred to any side of the individual establishment.)

A Public Hearing

will be held on Bill 19-2 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on Tuesday, July 16, 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 19-2

BY: Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom and Purnell
INTRODUCED: June 18, 2019

A BILL ENTITLED

AN ACT Concerning

Zoning - Building Signs

For the purpose of amending the Zoning and Subdivision Control Article to remove limitations on the amount of building sign copy area that may be transferred to any side of the individual establishment.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-324(c)(4)A of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions.

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

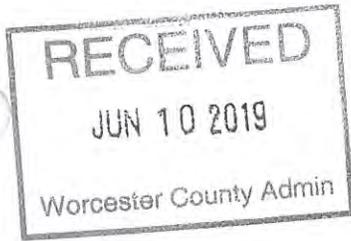
Theodore J. Elder

Joshua C. Nordstrom

- (4) Signs shall be permitted on the premises of lawfully conducted businesses to advertise only the business conducted and/or the products produced or sold on the premises, in accordance with the district regulations herein. Signs shall also be permitted on the premises for public or quasi-public uses conducted on the property of an educational, recreational, cultural, conservation, religious or public-service nature. Such signs may be illuminated in accordance with the provisions of this section. The permissible area and location of such signs shall be determined according to the following:

A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

- B. Permanent freestanding signs. One permanent freestanding sign shall be permitted adjacent to each road frontage for each two hundred feet of road frontage or portion thereof, provided that no more than two such signs shall be permitted along each road frontage on a single lot and no sign shall be located closer than two hundred feet to any other sign on the same lot, regardless of the sign's frontage. Additionally, permitted sign area shall be one and one-half square feet of copy area for each linear foot of road frontage up to the maximum size for an individual sign as established herein. Furthermore, all such signs shall be monument signs except as herein provided and shall be in accordance with the following provisions:
1. Monument signs for individual establishments shall not exceed a total of seventy-five square feet in area regardless of road frontage and a maximum of seven feet in height, including the base and face. Where the new development grade is below the road center line, the area in which the sign is situated may be bermed to the center line grade. The provisions of this subsection may not be increased or otherwise altered by the Board of Zoning Appeals.
 2. Monument signs serving two or more individual establishments shall not exceed a total of one hundred square feet in area regardless of road frontage and a maximum of seven feet in height, including the base and



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

Introduced as
Bill 19-2
Public Hearing on July 16, 2019

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: June 10, 2019
RE: Text Amendment Application - Building Signs

The Department is in receipt of a text amendment application submitted by Mike Ramadan seeking to amend existing Section § ZS 1-324(c)(4)A of the Zoning and Subdivision Control Article relative to on premises building signs to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. The application was reviewed by the Planning Commission at its meeting on May 6, 2019 and given a favorable recommendation.

Attached herewith is a memorandum from Phyllis H. Wimbrow, Deputy Director, which outlines the Planning Commission's comments and recommendations regarding the text amendment. The text amendment application and staff comments are attached to her memo as well. Should one of the County Commissioners wish to introduce the proposed amendment at the upcoming legislative session an electronic copy of the text amendment language in bill form has been forwarded to your office for your convenience and a copy of the draft bill is attached as well.

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

Attachments

cc: Phyllis H. Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator

APPROVED
Worcester County Commissioners
Date EH 6/18/19



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MEMORANDUM

TO: Edward A. Tudor, Director
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: June 10, 2019
RE: Planning Commission Recommendation - Text Amendment Application -
Campgrounds - Building Signs

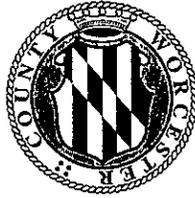
The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Mike Ramadan relative to on premises building signs. The Planning Commission reviewed this application at its meeting on June 6, 2019. The text amendment application seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A , with the phrase to be removed shown with ~~strikeouts~~:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among

various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

The Planning Commission concurred with the staff that the text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. This proposed amendment does not affect the freestanding signage regulations at all. At present a maximum of 20 square feet of the overall copy area can be utilized on other facades such as the side or rear of the building. The majority of the time, the primary customer entrance or front of the establishment or building will be that facing the roadway and thus that is where the primary signage will be located. However, there are circumstances when a building is oriented in such a fashion that the primary customer entrance is located on the side that does not face the road. Under current regulations, the owner would be able to transfer a maximum of 20 square feet of the total allowable copy area to another facade, such as the one facing the roadway. The staff pointed out that this limitation was not in place prior to a text amendment that was passed in 2015 that changed how the copy area was calculated and that since the amendment was adopted there has been concern from several constituents relative to this particular provision of the sign regulations. Based upon the staff's comments the Planning Commission concluded that given the County's tight restrictions on the maximum size of a sign overall in conjunction with our requirement for monument freestanding signs, the requested change will not cause significant visual blight. Following the discussion the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant.

A copy of a draft bill is attached, as is a copy of the staff report which includes the application. Should you have any questions or require additional information, please do not hesitate to contact me.



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MEMORANDUM

TO: Worcester County Planning Commission
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: May 21, 2019
RE: Text Amendment Application - § ZS 1-324(c)(4)A - Building Signs

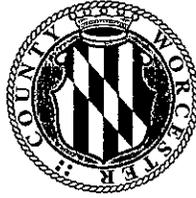
The attached text amendment application was submitted by Mike Ramadan and seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A , with the phrase to be removed shown with ~~strikeouts~~:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

Following our customary practice, once I received the text amendment application I forwarded it to Ed Tudor, Director, Jennifer Keener, Zoning Administrator, and Maureen Howarth, County Attorney and Planning Commission Attorney, for their review and comment. Mrs. Keener submitted written comments and they are attached. Mr. Tudor provided verbal comments to me. As explained in Mrs. Keener's written comments, the text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. This proposed amendment does not affect the freestanding signage regulations at all. At present a maximum of 20 square feet of the overall copy area can be utilized on other facades such as the side or rear of the building. The majority of the time, the primary customer entrance or front of the establishment or building will be that facing the roadway and thus that is where the primary signage will be located. However, there are circumstances when a building is oriented in such a fashion that the primary customer entrance is located on the side that does not face the road. Under current regulations, the owner would be able to transfer a maximum of 20 square feet of the total allowable copy area to another facade, such as the one facing the roadway. Mrs. Keener notes that this limitation was not in place prior to a text amendment that was passed in 2015 that changed how the copy area was calculated. She states that since the amendment was adopted she has heard quite a bit of concern from several constituents relative to this particular provision of the sign regulations. Mrs. Keener states that given the County's tight restrictions on the maximum size of a sign overall in conjunction with our requirement for monument freestanding signs, she does not believe that the requested change will cause significant visual blight and therefore has no issue with the text amendment as proposed. Both Mr. Tudor and I concur with the conclusions of Mrs. Keener. Therefore, the staff gives a favorable recommendation to the text amendment application as specifically requested. A draft bill is attached for your reference.

Should you have any questions or require additional information, please do not hesitate to contact me.

cc: Edward A. Tudor
Maureen Howarth
Jennifer Keener



DEPARTMENT OF
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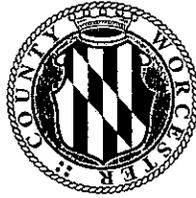
MEMORANDUM

To: Phyllis Wimbrow, Deputy Director, DDRP
From: Jennifer Keener, AICP, Zoning Administrator *JKK*
Date: April 22, 2019
Re: Text Amendment request – On-Building Signage Regulations

The text amendment as proposed would remove the limit on the amount of sign copy area allowed to be transferred to the side of a building which does not have a primary customer entrance. It does not affect the freestanding signage regulations. Currently, the Zoning Ordinance calculates the amount of copy area allowed per establishment as two square feet of copy area for each linear foot of principal building width *providing the primary customer entrance*. A maximum of 20 square feet of the overall copy area can be utilized on other façade(s) such as the side or rear of the building.

The majority of the time, the primary customer entrance (or “front”) of an establishment/ building will be facing the road, and that is where the primary signage will be located. There are instances where a developer wants a larger sign on a side façade so that it would be visible by passing vehicular traffic. However, there is a circumstance when a building is oriented in such a way that the primary customer entrance is located on the side that doesn’t face a road. Under current regulations, the owner/ developer would be able to transfer a maximum of 20 square feet of the copy area to another façade(s), such as the one facing the roadway.

Prior to a previous text amendment that was passed in 2015 that changed how the copy area was calculated, this limitation was not in place. However since the amendment was adopted, I have heard quite a bit of concern from several constituents relative to this particular provision of the sign regulations. Given our tight restrictions on the maximum size of a sign overall, plus our requirement for monument type freestanding signs, I do not believe that this change will cause significant visual blight. Therefore, I have no issue with the text amendment as proposed.



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MEMORANDUM

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TECHNICAL SERVICE DIVISION

TO: Edward A. Tudor, Director
Jennifer K. Keener, Zoning Administrator
Maureen Howarth, County Attorney

FROM: Phyllis H. Wimbrow, Deputy Director *PHW*

DATE: April 16, 2019

RE: Text Amendment Application - Building Signs

The attached text amendment application has been submitted by Mike Ramadan and seeks to amend the Zoning and Subdivision Control Article to remove the maximum copy area limitations associated with allowable copy area of signs that may be transferred to any side of an individual establishment. Specifically, the text amendment as submitted by Mr. Ramadan seeks to remove the phrase establishing the aforesaid limitations from § ZS 1-324(c)(4)A, with the phrase to be removed shown with strikeouts:

- A. Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, ~~provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less.~~ However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions. [Amended 10-20-2015 by Bill No. 15-11]

I anticipate scheduling this text amendment for consideration by the Planning Commission at its June 6, 2019 meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than May 22, 2019.

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

attachment



Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(For Office Use Only – Please Do Not Write in this Space)

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting 4/12/19

Date Reviewed by the Planning Commission _____

I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: ✓
- b. Taxpayer of Worcester County: ✓
- c. Governmental Agency: _____
 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

- a. Section Number: ZS1-324(C)(4)A:
- b. Page Number: _____
- c. Proposed revised text, addition or deletion:
PLEASE SEE ATTACHED:

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

PLEASE SEE ATTACHED:

IV. Signature of Applicants

Signature(s):  _____

Printed Name(s): Mike Ramadan

Mailing Address: P.O. Box 3009 Ocean City MD 21843

Phone Number: 410-430-7511

Email: msr@109@aol.com

Date: 4/8/2019

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments: Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT OF
THE ZONING AND SUBDIVISION CONTROL ARTICLE
ATTACHMENT:**

II: Proposed Change to Text of the Zoning and Subdivision Control Article

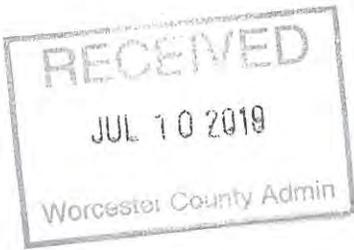
Regarding the code, here is the applicable section for on building signage ZS 1-324(c0(4)A:

"Building signs. Signs mounted against a building wall or mounted upon the roof may contain, in the aggregate, up to two square feet of area for each linear foot of principal building width providing the primary customer entrance as defined in Subsection § ZS 1-103(b). A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. However, no individual sign shall exceed two hundred square feet in area. Building signs, including roof-mounted signs, shall not extend over the highest point of the coping of a flat roof or the average point between eaves and ridge for gable, hip, mansard, and gambrel roofs. No building sign shall be located in or project into any required yard setback. In the case of a development with multiple establishments on a parcel of record, the property owner or agent may proportionately allocate the total allowable on-building signage area among various uses or tenants. The County is not responsible for enforcing any provisions of an owner's allocation formula, lease arrangements, or other private contractual restrictions."

The sentence in question is "A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. " To allow us to transfer the allowable signage between any elevation, with no limitation we are asking for the following: A portion of the allowable signage may be transferred to any side of the individual establishment, provided it does not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less. The sentence ending with establishment.

III. Reasons for Requesting Text Change:

The reason for this request is due in part by numerous aspects to the new Dairy Queen Location in West Ocean City. The Dairy Queen in West Ocean City has no pile on sign on the highway, and with it being on the intersection of 611 and Rt 50, Its imperative that we have visibility from the sides and front of the restaurant. We have invested a large amount of monies to bring the franchise to the area, and not having the ability to get the right signage would cause sales to not reach sustainable amounts to keep the business open. The change is to allow us to transfer the allowable signage area to be transferred to other sides without having the restrictions of the "not exceed fifty percent of the allowable copy area or twenty square feet, whichever is less". Having signage on sides of the building that do not need any signage, and losing frontage prohibits us from sales that otherwise would be had if residents and tourists could designate our restaurant from the highway and other sides of the building that otherwise would have insufficient branding due to the current state of the law.



23

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

IF Introduced
Bills 19-3, 19-4, 19-5 and 19-6
Public Hearing on August 20, 2019

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: July 10, 2019
RE: Rental Licensing Program - Draft Bill - Zoning - Boarding and Lodging Rentals

In follow-up to last week's work session on the various text amendments related to a rental licensing program, attached herewith you will find a revised version of the draft bill pertaining to changes to the Zoning and Subdivision Control Article. As you may remember, this bill is entitled "Boarding and Lodging Rentals." The only change is found on Page 4 of the Bill and is shown in "strike and replace" format. Specifically, it revises the new Section § ZS 1-351(b)(5) to require one additional parking space beyond that currently required for a residential structure when it is used for short term rental.

As always, I will be available to discuss the changes with you and the County Commissioners at the upcoming legislative session should the County Commissioners wish to introduce the package of draft text amendments.

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator
Phil Thompson, Finance Officer

A BILL ENTITLED

AN ACT Concerning

Zoning - Boarding and Lodging Rentals

For the purpose of amending the Zoning and Subdivision Control Article to eliminate inconsistencies in existing codes, revise definitions and to establish new regulations for short term rentals of one-and two-family dwellings.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definitions of “boarding or lodging house” and “country inn” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “transient” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

TRANSIENT - When referring to a person, a person occupying or intending to occupy all or any portion of a structure for lodging on a temporary basis not to exceed twenty-eight consecutive days.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “boarder or lodger” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced by the new terms “lodger” and “roomer or boarder” to read as follows:

LODGER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for twenty-eight consecutive days or less.

ROOMER or BOARDER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for more than twenty-eight consecutive days and who is not part of the resident family.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term “short term rental” to read as follows:

SHORT TERM RENTAL (STR) - All or a portion of any dwelling unit or all of an accessory apartment that is rented to a lodger for sleeping accommodations on a basis not to exceed twenty-eight consecutive days. Short term rentals do not include bed-and-breakfast establishments. See § ZS 1-351 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-105(c) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new subsection § ZS 1-105(c)(7) to read as follows:

- (7) Short term rentals, subject to the provisions of § ZS 1-351 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-202(c)(26) and ZS 1-202(c)(27) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-202(c)(28) through ZS 1-202(c)(46) be renumbered as Subsections §§ ZS 1-202(c)(26) through ZS 1-202(c)(44) respectively.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-203(c)(4) and ZS 1-203(c)(5) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-203(c)(6) through ZS 1-203(c)(22) be renumbered as Subsections §§ ZS 1-203(c)(4) through ZS 1-203(c)(20) respectively.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-203(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-203(d)(11) to read as follows:

- (11) The keeping of not more than two roomers or boarders.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-204(c)(11) and ZS 1-204(c)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-204(c)(13) through ZS 1-204(c)(22) be renumbered as Subsections §§ ZS 1-204(c)(11) through ZS 1-204(c)(20) respectively.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-204(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-204(e)(12) to read as follows:

- (12) The keeping of not more than two roomers or boarders.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-208(c)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-208(c)(2) through ZS 1-208(c)(18) be renumbered as Subsections §§ ZS 1-208(c)(1) through ZS 1-208(c)(17) respectively.

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-215(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-215(d)(8) to read as follows:

- (8) The keeping of not more than two roomers or boarders.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (1) No bed-and-breakfast facility shall contain more than twenty guest sleeping rooms. Only designated rooms shall be used for sleeping.

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(7) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (7) No guest shall be permitted in a bed in a bed-and-breakfast facility for more than twenty-eight consecutive nights.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-340(b)(9) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-340(b)(10) and ZS 1-340(b)(11) be renumbered as Subsections §§ ZS 1-340(b)(9) and ZS 1-340(b)(10) respectively.

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Section § ZS 1-351 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

§ ZS 1-351. Short term rentals.

- (a) Generally. It is the intent of these regulations to maintain the neighborhood character where short term rentals take place and protect the health, safety and general welfare of the permanent residents and the lodgers while allowing this form of renting to exist.
- (b) Requirements.
 - (1) Any dwelling unit or portion thereof that is offered as short term rentals must conform to the provisions of this Title.
 - (2) Any property used or planned to be used for short term rentals shall be

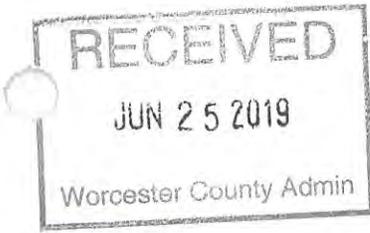
limited to a single rental contract for any overnight period regardless of the number of available sleeping rooms in the principal dwelling unit or accessory apartment.

- (3) Occupancy.
 - A. Where the entire dwelling unit or accessory apartment is being offered for rent, occupancy shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) hereof.
 - B. Where a portion of the principal dwelling is being offered for rent, occupancy shall consist of a maximum of two sleeping rooms that may accommodate up to two lodgers per room not including children under the age of twelve but in no case a greater number of lodgers than may be permitted by the zoning district regulations.
 - C. Accessory apartments shall only be rented in their entirety and shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) herein. Accessory apartments shall also be subject to the provisions of § ZS 1-338 hereof.
- (4) No modifications shall be made to the dwelling unit which shall change the functionality, appearance or principal design of the structure as an individual dwelling unit.
- (5) ~~There shall be no mandatory parking beyond those spaces required under the provisions of § ZS 1-320(a) for the existing permitted structure(s). However, no owner, occupant or lodger shall park a vehicle in such a manner that the vehicle blocks or impedes vehicular access to, or is located within, any public or private rights-of-way. ONE ADDITIONAL OFF-STREET PARKING SPACE BEYOND THAT REQUIRED BY THE PROVISIONS OF § ZS 1-320(A) FOR THE EXISTING PERMITTED STRUCTURE(S) SHALL BE PROVIDED FOR ALL SHORT TERM RENTAL PROPERTIES.~~
- (6) The property owner shall maintain a record of the names of all lodgers, including their address, phone number and email address as applicable, as well as the dates of lodging. Such record shall be provided to the County upon request.
- (7) The property owner or their authorized agent shall make the dwelling unit available for inspection during reasonable hours upon request by the County in order to verify compliance with the provisions of this Title.
- (8) On-premises signage shall be permitted in accordance with the provisions of § ZS 1-324.
- (9) The hosting of functions and events, including but not limited to wedding

ceremonies, wedding receptions, family reunions, birthday and anniversary celebrations, corporate and employee appreciation parties and other similar gatherings of persons other than the authorized lodgers, shall be prohibited in association with any short term rentals, regardless of whether or not any form of compensation or barter has been paid or received by any individual or firm for the event.

- (10) The County Commissioners by Resolution may establish additional standards or require additional information as deemed necessary to enforce the provisions of this Title.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.



16

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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TECHNICAL SERVICE DIVISION

Work Session

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: June 25, 2019
RE: Draft Bill - Zoning - Boarding and Lodging Rentals

In preparation for next week's work session on the draft bills for the proposed rental licensing program, I have prepared the following synopsis of the bill entitled "Zoning - Boarding and Lodging Rentals" to hopefully provide some clarity to all of the various sections of the Bill. As you know, Kelly Shannahan has already prepared a "strike and replace" version of the Hotel Rental Tax Bill. I believe the two remaining bills are self-explanatory since the Mobile and Manufactured Home Park License Bill is a complete repeal of Subtitle V of the Taxation and Revenue Article and the License and Permit Bill also repeals an entire section of the Taxation and Revenue Article and replaces it with an entirely new section entitled "Rental Licenses." If after review you feel you need any additional information, please let me know. I will be available for the work session on July 2, 2019 to review all of the Bills in greater depth with you and the County Commissioners.

Zoning - Boarding and Lodging Rentals

Section 1. Repeals the definitions of "Boarding and Lodging House" and "Country Inn." It is necessary to repeal these definitions to prepare for other changes in definitions in subsequent sections of the Bill and to condense the numerous other definitions in the Zoning and Subdivision Control Article for types of lodging facilities into a more succinct format.

Section 2. Changes the definition of "Transient" in the Zoning and Subdivision Control Article from one who occupies a structure for 30 days to one who does so for 28

days. This is necessary in preparation for changes and additions to other sections dealing with short-term rentals since such rentals are typically for weekly stays and not on a monthly basis.

- Section 3. Repeals the definition of “Boarder or Lodger” and replaces it with a new definition for the term “Lodger” to be a person who receives sleeping accommodations for 28 consecutive days or less and a new definition of the term “Roomer or Boarder” to be a person who receives sleeping accommodations for more than 28 consecutive days. As in the previous sections, these changes are necessary to accommodate the new regulations for short-term rentals that follow in other sections of the bill.
- Section 4. Creates a new definition for the term “Short Term Rental (STR)” to describe all or a portion of a dwelling unit or accessory apartment rented to a lodger on a basis of not more than 28 consecutive days. It excludes from this definition “bed and breakfast establishments” which are already regulated by Section § ZS 1-340 of the Zoning and Subdivision Control Article.
- Section 5. Adds “short term rentals (STR)” to the list of uses permitted in all zoning districts. This would only apply to those properties having a dwelling unit.
- Section 6. Eliminates “conversion of a historic or architecturally significant dwelling to an inn” and “country inns” from the uses allowed in the A-2 Agricultural District by special exception but leaves “bed and breakfast establishments,” which becomes the standard for the aforementioned uses. This streamlines the Zoning and Subdivision Control Article to use a single term, “bed and breakfast establishments,” instead of multiple descriptions of very similar uses.
- Section 7. Eliminates “conversion of a historic or architecturally significant dwelling to an inn” and “country inns” from the uses allowed in the E-1 Estate District by special exception but leaves “bed and breakfast establishments,” which becomes the standard for the aforementioned uses. This streamlines the Zoning and Subdivision Control Article to use a single term, “bed and breakfast establishments,” instead of multiple descriptions of very similar uses.
- Section 8. Adds the keeping of not more than two roomers or boarders as an accessory use in the E-1 Estate District, just as it is in other zoning districts that allow dwelling units.
- Section 9. Removes “boarding house” and “country inns” from the allowable uses in the V-1 Village District but leaves “bed and breakfast establishments,” which becomes the standard for the aforementioned uses. This streamlines the Zoning and Subdivision Control Article to use a single term, “bed and breakfast

establishments,” instead of multiple descriptions of very similar uses.

- Section 10. Adds the keeping of not more than two roomers or boarders as an accessory use in the V-1 Village District just as it is in other zoning districts that allow dwelling units.
- Section 11. Removes “boarding and lodging houses” as a permitted use in the R-4 General Residential District since the keeping of four roomers or boarders is already allowed as an accessory use.
- Section 12. Adds the keeping of not more than two roomers or boarders as an accessory use in the RP Resource Protection District just as it is in other zoning districts that allow dwelling units.
- Section 13. Raises the number of allowable rooms in a “bed and breakfast establishment” from six to 20 rooms. The current use of “conversion of historic or architecturally significant dwelling to an inn” has no limitation on the number of rooms and “country inns” have a limitation of 20 rooms, all of which are currently allowed in many cases in the same zoning district as “bed and breakfast establishments.” Differing room numbers for essentially the same use causes confusion in the interpretation and application of the Zoning and Subdivision Control Article.
- Section 14. Increases the number of permissible nights’ stay in a “bed and breakfast establishment” from 14 to 28 nights to be consistent with the new definition of “transient,” “lodger,” and “short term rental.”
- Section 15. Deletes the current prohibition on having more than two nonresident employees in or about the “bed and breakfast establishment.” The current limitation is an unenforceable, arbitrary limitation.
- Section 16. This is an entirely new section proposed to be added to the Zoning and Subdivision Control Article to regulate “short term rentals (STR)” which are currently not regulated. Among its many provisions are:
1. A limitation on the number of rental contracts to one for any overnight period of any property regardless of the number of sleeping rooms.
 2. A limitation on the number of families or housekeeping units to one where an entire dwelling or accessory apartment is available for rent.
 3. A limitation on the number of sleeping rooms available to rent to two where a portion of a dwelling unit or accessory apartment is available for rent and a limitation on the number of persons per room to two, not

including children under the age of 12.

4. A requirement that accessory apartments only be rented in their entirety and limited to one family or housekeeping unit.
5. Restrictions on modifications to the dwelling unit that change its functionality, appearance or principle design as an individual dwelling unit.
6. A requirement to maintain a record of all lodgers.
7. A requirement to make the dwelling unit available for inspection during reasonable hours.
8. A prohibition on the use of the property to host functions and events, including but not limited to weddings and their receptions, family reunions, birthday and anniversary celebrations or other similar gatherings for persons other than the authorized lodgers.
9. Permits the County Commissioners to establish by Resolution additional standards or require any additional information deemed necessary to enforce the provisions of the Title.
10. No requirement to provide additional parking beyond that required for a single-family dwelling. However, it does prohibit the parking of any vehicle in a manner that impedes vehicular access to or is located in any public or private rights-of-way.
11. Permits on premises signage in accordance with the provisions of the Zoning and Subdivision Control Article.

I hope this narrative has helped clarify the purpose, intent and contents of the proposed regulations. I look forward to discussing these issues with you and the County Commissioners at your convenience.

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator
Phil Thompson, Finance Officer



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ZONING DIVISION
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DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: June 11, 2019
RE: Countywide Rental License Program

Pursuant to your memorandum dated January 23, 2019, I have comprehensively reviewed the existing regulations on room tax, mobile and manufactured home park licenses, excise tax, tourist permits, and the Zoning Code as they pertain to the various types of lodging facility regulations. Much of the language contained therein utilizes outdated terminology and is frequently inconsistent with other pertinent regulations. I have been working with my staff to develop a framework to create a comprehensive rental license program that would apply to short and long term residential rentals and the necessary text amendments to remove all of the inconsistencies in our existing codes relative to residential property rentals as well as to establish new regulations for short term vacation rentals with regard to single family homes. To date we have completed four different legislative bills for the County Commissioners' consideration. p.57

The first legislative bill involves numerous changes to the Zoning and Subdivision Control Article. Among its 17 separate sections, it removes certain antiquated definitions, revises or adds new definitions to reflect the addition of new regulations regarding short term rentals of residential dwellings, removes "conversion of architecturally significant dwellings into an inn" and "country inns" from several districts and puts all of these very similar uses under the term "bed and breakfast establishment" to simplify and streamline the Code, and makes subtle changes to Section § ZS 1-340 of the Zoning Code with respect to bed and breakfast establishments to make them more inclusive. This first bill also adds the keeping of not more than two roomers and boarders to select zoning districts that allow single family homes where they were previously omitted in error, creates an entirely new Zoning Code section to deal with the short term lodging issues from platforms such as AirBnb and Vacation Rental by Owner p.14

(VRBO) and provides that the County Commissioners may by resolution establish standards or require additional information to enforce the provisions.

The second bill repeals Section § TR 2-201 concerning Tourist Permits from the Taxation and Revenue Article and creates an entirely new section entitled Section § TR 2-106 Rental Licenses. This new section is the basis for the entire licensing program. As drafted so far, this section would require a rental license for any type of building, dwelling, recreational vehicle, hotel or motel, cottage, apartment, condominium or site for placement of a recreational vehicle or any other form of shelter for lodging or domicile regardless of the rental term. It further provides that the County Commissioners would set rental license fees by resolution and I recommend that such fees be established by the class of rental. For example, the license fee could be different for hotels and motels on a per room basis as opposed to an entire house or other place of accommodation. I believe it is most important that all rental properties have a license, however. There are also provisions for license applications, terms, renewals and display of licenses, restrictions on licenses, enforcement and revocation of licenses.

The third bill makes a limited number of changes to the Taxation and Revenue Article in Section § TR 1-601 Hotel Rental Tax to update the language with regard to rental units so that it is consistent with the other sections and articles referenced above. It is important to note that with the development of the rental license and the short term rental regulations, the maximum occupancy of a dwelling unit would remain as currently defined for a family or housekeeping unit in the Zoning Code, specifically, "an individual, two or more persons related by blood or marriage or a group of not more than five persons not related by blood or marriage living together as a single housekeeping group in a dwelling unit." As drafted, these regulations would not permit the occupancy of a dwelling by multiple families or groups of unrelated persons, no matter the length of stay.

The fourth bill repeals Subtitle V Mobile and Manufactured Home Park Licenses in its entirety, which also serves to eliminate the excise tax for these uses. The lost revenue could be made up in whole or in part by the setting of the rental license fee for the individual mobile or manufactured home sites at whatever level determined necessary by the County Commissioners.

I would like to point out that there is not a rental license inspection component in any of the legislation. While inspections will certainly be necessary to address licensing complaints, there is currently no requirement for any type of inspection either before or after the issuance of a rental license. Additionally, the draft legislation affecting the Zoning and Subdivision Control Article as it applies to short term rentals permits the County Commissioners to adopt by resolution additional standards or require additional information to enforce the provisions of the Title. While I have not drafted such a resolution for consideration at this point, I suggest that it include such items as providing operable smoke and carbon monoxide detectors in all sleeping areas, posting a floor plan showing the path to the nearest exist, posting maximum occupancy limits, establishing minimum square footage requirements per occupant in sleeping rooms and requirements for a fire extinguisher.

Lastly, I recommend that any changes adopted relative to these recommendations become effective no earlier than January 1, 2020 and be accompanied by an aggressive public information campaign this coming Fall. Since any of these proposed changes would also affect the operations of the Treasurer's Office, I have consulted with Phil Thompson throughout this process. While I cannot speak for Mr. Thompson, I can say with regard to my department that, as outlined, we do not have sufficient staff to implement a comprehensive rental license program as drafted. If we were to contract with a consulting firm to identify short-term rentals such as Talbot County has done and Ocean City has contemplated, I expect it would only add to the staff requirements but would also generate additional revenue.

I look forward to discussing these issues with you and the County Commissioners at your convenience.

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Zoning Administrator
Phil Thompson, Finance Officer

AN ACT Concerning

Zoning - Boarding and Lodging Rentals

For the purpose of amending the Zoning and Subdivision Control Article to eliminate inconsistencies in existing codes, revise definitions and to establish new regulations for short term rentals of one-and two-family dwellings.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definitions of “boarding or lodging house” and “country inn” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “transient” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

TRANSIENT - When referring to a person, a person occupying or intending to occupy all or any portion of a structure for lodging on a temporary basis not to exceed twenty-eight consecutive days.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “boarder or lodger” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced by the new terms “lodger” and “roomer or boarder” to read as follows:

LODGER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for twenty-eight consecutive days or less.

ROOMER or BOARDER - A person who receives sleeping accommodations, which may also include meals, for compensation in all or any portion of any dwelling unit for more than twenty-eight consecutive days and who is not part of the resident family.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term “short term rental” to read as follows:

SHORT TERM RENTAL (STR) - All or a portion of any dwelling unit or all of an accessory apartment that is rented to a lodger for sleeping accommodations on a basis not to exceed twenty-eight consecutive days. Short term rentals do not include bed-and-breakfast establishments. See § ZS 1-351 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-105(c) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new subsection § ZS 1-105(c)(7) to read as follows:

See p.19

- (7) Short term rentals, subject to the provisions of § ZS 1-351 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-202(c)(26) and ZS 1-202(c)(27) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-202(c)(28) through ZS 1-202(c)(46) be renumbered as Subsections §§ ZS 1-202(c)(26) through ZS 1-202(c)(44) respectively.

See p.20

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-203(c)(4) and ZS 1-203(c)(5) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-203(c)(6) through ZS 1-203(c)(22) be renumbered as Subsections §§ ZS 1-203(c)(4) through ZS 1-203(c)(20) respectively.

See p.20

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-203(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-203(d)(11) to read as follows:

See p.21

- (11) The keeping of not more than two roomers or boarders.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-204(c)(11) and ZS 1-204(c)(12) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-204(c)(13) through ZS 1-204(c)(22) be renumbered as Subsections §§ ZS 1-204(c)(11) through ZS 1-204(c)(20) respectively.

See p.22

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-204(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-204(e)(12) to read as follows:

See p.21

- (12) The keeping of not more than two roomers or boarders.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-208(c)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-208(c)(2) through ZS 1-208(c)(18) be renumbered as Subsections §§ ZS 1-208(c)(1) through ZS 1-208(c)(17) respectively.

See p.23

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-215(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-215(d)(8) to read as follows:

See P.21

- (8) The keeping of not more than two roomers or boarders.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

See P.24

- (1) No bed-and-breakfast facility shall contain more than twenty guest sleeping rooms. Only designated rooms shall be used for sleeping.

Section 14. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-340(b)(7) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

See P.25

- (7) No guest shall be permitted in a bed in a bed-and-breakfast facility for more than twenty-eight consecutive nights.

Section 15. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsections §§ ZS 1-340(b)(9) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and existing Subsections §§ ZS 1-340(b)(10) and ZS 1-340(b)(11) be renumbered as Subsections §§ ZS 1-340(b)(9) and ZS 1-340(b)(10) respectively.

See P.25

Section 16. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Section § ZS 1-351 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

New

§ ZS 1-351. Short term rentals.

- (a) Generally. It is the intent of these regulations to maintain the neighborhood character where short term rentals take place and protect the health, safety and general welfare of the permanent residents and the lodgers while allowing this form of renting to exist.
- (b) Requirements.
 - (1) Any dwelling unit or portion thereof that is offered as short term rentals must conform to the provisions of this Title.
 - (2) Any property used or planned to be used for short term rentals shall be

limited to a single rental contract for any overnight period regardless of the number of available sleeping rooms in the principal dwelling unit or accessory apartment.

(3) Occupancy.

A. Where the entire dwelling unit or accessory apartment is being offered for rent, occupancy shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) hereof.

B. Where a portion of the principal dwelling is being offered for rent, occupancy shall consist of a maximum of two sleeping rooms that may accommodate up to two lodgers per room not including children under the age of twelve but in no case a greater number of lodgers than may be permitted by the zoning district regulations.

C. Accessory apartments shall only be rented in their entirety and shall be limited to a maximum of one family or housekeeping unit as defined in § ZS 1-103(b) herein. Accessory apartments shall also be subject to the provisions of § ZS 1-338 hereof.

(4) No modifications shall be made to the dwelling unit which shall change the functionality, appearance or principal design of the structure as an individual dwelling unit.

(5) There shall be no mandatory parking beyond those spaces required under the provisions of § ZS 1-320(a) for the existing permitted structure(s). However, no owner, occupant or lodger shall park a vehicle in such a manner that the vehicle blocks or impedes vehicular access to, or is located within, any public or private rights-of-way.

Revised
- see
p. 5

(6) The property owner shall maintain a record of the names of all lodgers, including their address, phone number and email address as applicable, as well as the dates of lodging. Such record shall be provided to the County upon request.

(7) The property owner or their authorized agent shall make the dwelling unit available for inspection during reasonable hours upon request by the County in order to verify compliance with the provisions of this Title.

(8) On-premises signage shall be permitted in accordance with the provisions of § ZS 1-324.

(9) The hosting of functions and events, including but not limited to wedding ceremonies, wedding receptions, family reunions, birthday and anniversary celebrations, corporate and employee appreciation parties and other similar gatherings of persons other than the authorized lodgers, shall be prohibited

in association with any short term rentals, regardless of whether or not any form of compensation or barter has been paid or received by any individual or firm for the event.

- (10) The County Commissioners by Resolution may establish additional standards or require additional information as deemed necessary to enforce the provisions of this Title.

Section 17. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current Code

§ ZS 1-105. Interpretation and application of Title.

- (a) Generally. In their interpretation and application, the provisions of this Title shall be held to be minimum requirements adopted for the promotion of the public health, safety, morals and general welfare. Wherever the requirements of this Title are at variance with the requirements of any other lawfully adopted laws, rules, regulations, ordinances, deed restrictions or covenants, the more restrictive or those imposing the higher standards shall govern. Enforcement under this Title shall, however, be limited to enforcement of the terms of this Title, as well as regulations, requirements, conditions and restrictions adopted or imposed pursuant hereto. Only those covenants, deed restrictions or provisions which are required by the Planning Commission, the County Commissioners or agency thereof as a condition of approval obtained hereunder and are clearly indicated as so required upon a document recorded among the land records of the County, unless otherwise required by law, shall be enforceable by the County Commissioners or any agency thereof under the provisions of this Title.
- (b) Uses not specifically permitted. Uses not specifically permitted by the district regulations are prohibited unless authorized by special exception upon a determination by the Board of Zoning Appeals that the use is of the same general character as a permitted use in the particular district, is not specifically mentioned in another district and is compatible with the general character and intent of the district for which the determination is made.
- (c) Uses permitted in all districts. Although not specifically mentioned in the district regulations, the following uses shall be permitted in all primary districts subject to the limitations contained herein:
 - (1) Raising of vegetable, field and nursery crops. No lot requirements shall apply for crops.
 - (2) Timber growing and harvesting. No lot requirements shall apply.
 - (3) Drainage structures and similar works for flood prevention and erosion control. No lot requirements shall apply.
 - (4) Directional signs, subject to the provisions of §§ ZS 1-116(c)(3) and ZS 1-324(d)(2) hereof.
 - (5) Transient uses, subject to the provisions of §§ ZS 1-116(c)(3) and ZS 1-337 hereof.
 - (6) Small and medium solar energy systems and heating equipment, subject to the requirements of § ZS 1-344(d) hereof. [Added 3-15-2011 by Bill No. 11-2]

Add (7)

A-2 District and E-1 District

§ ZS 1-202

PRIMARY DISTRICT REGULATIONS

§ ZS 1-202

Delete

(26) Conversion of an existing historic or architecturally significant dwelling into an inn of a type compatible with the character of the neighborhood but not for use as a nightclub, tavern or roadhouse. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Historic inns shall be established only with Health Department approval and shall be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof. To be considered "historic," a dwelling must be on or eligible for inclusion on the National Register of Historic Places. Existing inactive inns may be reactivated under the provisions of this section. The dwelling may not be enlarged to the extent that the public areas of the inn constitute an addition of more than fifty percent of the first floor area of the original dwelling. Dining facilities are permitted, but dining areas may not exceed fifty square feet per sleeping room. Required parking shall be the same as required for hotels/motels. No external architectural modifications which alter the original character of the dwelling shall be permitted.

(27) Country inns for transient overnight guests. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Country inns shall be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof. Country inns shall contain a minimum of seven sleeping rooms and a maximum of twenty sleeping rooms. Required parking shall be the same as required for hotels/motels.

(28) Bed-and-breakfast establishments, subject to the provisions of § ZS 1-340 hereof.

(29) Surface mining in accordance with the provisions of § ZS 1-330 hereof.

(30) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.

(31) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-2 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.

(32) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see

or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m. [Added 9-19-2017 by Bill No. 17-914]

- (22) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the E-1 District.

(d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the E-1 District:

Same for
V-1 District
and
RP District

- (1) Noncommercial private residential parking garages and areas, stables for horses or ponies, swimming pools and other customary nonresidential outbuildings and structures for the use of residents. Stables shall be at least fifty feet from any perimeter property line or public road right-of-way and at least two hundred feet from any existing dwelling on adjoining properties.
- (2) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.
- (3) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
- (4) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
- (5) Private waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
- (6) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.
- (7) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.
- (8) Yard sales, subject to the provisions of § ZS 1-341 hereof.
- (9) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the E-1 District.
- (10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314 hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

Add (11) →

§ ZS 1-305(b) hereof]; each side yard setback, fifteen feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.

- (10) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, eighty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof.

Delete

- (11) Boarding or lodging houses limited to six boarders or roomers in addition to the resident family and in accordance with the Worcester County Rental Housing Code,⁸ subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements shall be: lot area, ten thousand square feet [see § ZS 1-305(l) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, eight feet; and rear yard setback, thirty feet.
- (12) Country inns for transient overnight guests shall contain a minimum of seven rooms and a maximum of twenty rooms. Required parking shall be the same as required for hotels/motels. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Country inns will be subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.

- (13) Group homes. Minimum lot requirements shall be: lot area, ten thousand square feet [see § ZS 1-305(l) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, eight feet; and rear yard setback, thirty feet. The applicant shall provide evidence that such facility shall be of sufficient size to accommodate the proposed number of developmentally disabled persons and staff and that the facility will not constitute a nuisance. Such facility shall be subject to the provisions of § ZS 1-325 hereof, and no group home shall be located within one thousand feet of any other group home.

- (14) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.

- (15) Wastewater and water treatment facilities, with the exception of sewage sludge disposal areas, in accordance with the provisions of § ZS 1-328 hereof.

8. Editor's Note: See § BR 3-101 et seq. of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland.

- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the R-4 District in accordance with the provisions of § ZS 1-116(c) hereof:

Delete

- (1) Boarding and lodging houses. Minimum lot requirements shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; lot area per boarder or lodger, two thousand square feet; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, thirty feet.
- (2) Nursing facilities and assisted living facilities. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
- (3) Planned senior developments, subject to the provisions of § ZS 1-316 hereof.
- (4) Schools, including boarding schools. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet
- (5) Day-care centers. Minimum lot requirements shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, thirty feet.
- (6) Churches, temples and mosques. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
- (7) Cemeteries, including chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks shall apply unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.
- (8) Private noncommercial marinas designed for the mooring, launching and fueling of pleasure craft, provided that dry storage and boat maintenance facilities do not exceed twenty-five feet in height. Minimum lot requirements shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided, however, that any such marina, boat storage, launching or maintenance facility must be incidental to a principal permitted use or structure, group of uses or group of structures and located on the same or on a contiguous lot or tract of land. Such marina, boat storage, launching or maintenance facility may serve a single lot or group of lots, provided that it is contiguous to one or more of such lots or a common area contiguous to and serving the lots. Any marina, boat storage, launching or maintenance facility may not provide for the docking, storage or maintenance of more than one boat per lot or per dwelling unit. The Board of Zoning Appeals may grant a waiver of the

- (3) Nothing, other than parts or supplies used in the occupation, shall be sold or stocked on the premises except what is produced on the premises or as permitted by special exception by the Board of Appeals.
- (4) There shall be no visible change in the outside appearance of the building or premises, except for one sign as provided in § ZS 1-324 hereof.
- (5) The occupation shall not create noise, vibration, glare, light trespass, fumes, odors or electrical interference which is objectionable to neighboring uses.
- (6) The use of the dwelling unit for such occupation shall not generate substantial amounts of vehicular or pedestrian traffic.
- (7) Off-street parking shall be provided in accordance with the provisions of § ZS 1-320 hereof.
- (8) The operation of a day-care home shall be considered a home occupation and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in this section or to any off-street parking requirements.
- (9) The operation of a large day-care home as defined in § ZS 1-103(b) hereof shall be considered a home occupation in the A-1 and A-2 Agricultural Districts and in the E-1 Estate District and shall not be subject to the six-hundred-square-foot gross floor area limitation as specified in Subsection (a)(1) hereof nor to any off-street parking requirements. **[Added 2-18-2014 by Bill No. 14-1^s]**
- (10) In the A-1 and A-2 Districts on parcels greater than eighty thousand square feet in area, the area used for a home occupation in an existing accessory building or the gross floor area of a single accessory building to be constructed for a home occupation may comprise up to three thousand square feet in gross floor area.
- (11) A home occupation shall not be interpreted to include animal boarding facilities, restaurants, lounges, overnight exterior storage, body piercing establishments or tattoo establishments.
- (12) Engaging in agriculture shall not be considered a home occupation.

§ ZS 1-340. Bed-and-breakfast establishments.

(a) Bed-and-breakfast defined. A "bed-and-breakfast establishment" shall be a single-family, owner-occupied dwelling in which overnight sleeping rooms are rented on a short-term basis to transients.

Revise

(b) Restrictions on bed-and-breakfast establishments.

- (1) No bed-and-breakfast facility shall contain more than six guest sleeping rooms. Only designated rooms shall be used for sleeping.

5. Editor's Note: This bill also renumbered former Subsection (a)(9), (10) and (11) as Subsection (a)(10), (11) and (12), respectively.

- (2) A minimum of one full bathroom with a lavatory, toilet and shower or tub or combination thereof shall be available for every three guest rooms.
- (3) No guest room shall contain more than two beds.
- (4) Off-street parking shall be provided at the rate of one space per guest room and two spaces for the owner-occupant.
- (5) No cooking facilities shall be permitted in any guest room.
- (6) Upon conversion of an existing dwelling to a bed-and-breakfast facility, no additional entrance shall be permitted in the front facade.
- Revise (7) No guest shall be permitted in a bed-and-breakfast facility for more than fourteen consecutive nights.
- (8) No more than four persons shall simultaneously occupy any one sleeping room in a bed-and-breakfast facility.
- Delete (9) There shall be no more than two nonresident employees in or about the bed-and-breakfast facility.
- (10) No on-premises sign advertising the bed-and-breakfast facility shall exceed four square feet.
- (11) Meals shall be served only to overnight guests, owners, the owners' family or employees of the bed-and-breakfast facility.

§ ZS 1-341. Yard sales.

- (a) Generally. A yard sale may be conducted only pursuant to a permit issued by the Department, except as exempted in this section.
- (b) Exemption. Two yard sales per calendar year may be conducted by the owners of a lot within the County on their lot and subject to the provisions stated in Subsection (c) hereof and such yard sales shall be exempted from the permit requirements of this section. Any additional yard sales conducted on the premises shall be required to obtain a yard sale permit as described in this section.
- (c) Requirements. The Department shall issue a permit for a yard sale meeting the following requirements:
- (1) In addition to the two yard sales per calendar year which are exempt from the permit requirements as cited in Subsection (b) hereof, no more than three yard sale permits shall be issued for any one parcel in any one calendar year.
 - (2) Each yard sale permit shall be for a period not to exceed seventy-two consecutive hours.
 - (3) A yard sale permit may provide for alternative dates.
 - (4) The display area for any yard sale shall not exceed one thousand square feet.

DRAFT

A BILL ENTITLED

AN ACT Concerning

Taxation and Revenue - Licenses and Permits

For the purpose of amending the Taxation and Revenue Article to eliminate tourist permits and to provide for rental licenses for any sleeping accommodations.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Section § TR 2-201 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be deleted and existing Section § TR 2-202 be renumbered as Section § TR 2-201.

See
p. 32

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Section § TR 2-106 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

New

§ TR 2-106. Rental licenses.

- (a) Definitions. For the purposes of this section the words and terms contained herein shall have the meanings and interpretations as ascribed by the definitions contained in Section § ZS 1-103 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.
- (b) License required. No person, firm or corporation or any other entity with an interest in real property shall rent or offer for rent all or any portion of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations or any lot or parcel of land for the purposes of placing a manufactured or mobile home, recreational vehicle or tent, regardless of the length of the rental term, without first obtaining a rental license from the Department. Rental licenses shall be issued only to the property owner.
- (c) License fees. Rental license fees shall be established by resolution of the County Commissioners. License fees payable upon application are non-refundable and no license fee will be prorated, upon cancellation, whether voluntary or otherwise.
- (d) Applications. Applications for a rental license shall be made on forms provided by the Department. The application shall be submitted to the Department together with the following information:
 - (1) For buildings or structures other than a hotel or motel where only a portion of the principal or accessory structure or building on a property is being offered for rental the applicant shall provide a floor plan drawn to scale that clearly shows the sizes and uses of all rooms and areas in the structure and those rooms and/or areas

that may be available to rent. The floor plan shall indicate the maximum number of persons permitted in each sleeping area. Additionally, a site plan of the property shall be provided which clearly shows any outdoor areas of the property that are available for use by those renting a portion of the principal or accessory building or structure, including the area designated for off-street parking.

- (2) For hotels and motels the applicant shall provide a list of all rooms available for rent, including the room number, the gross square footage of the room and the maximum number of persons permitted in each room.
- (3) For all buildings or structures where the entire building or structure is being offered for rent the applicant shall provide a floor plan drawn to scale that clearly shows the sizes of all rooms and areas in the structure and their intended use. In addition, the floor plan shall indicate the maximum number of persons permitted to occupy the structure.
- (4) For all manufactured or mobile home parks and campgrounds other than cooperative campgrounds as defined in Section § ZS 1-318(a), the applicant shall provide a list of all lots or sites in the park or campground and the maximum number of persons permitted to occupy each lot or site.
- (5) A copy of the standard lease or rental agreement and a copy of any house or property rules for renters.
- (6) The names, mailing address, e-mail address and telephone number of all of the property owner(s) and, if applicable, the property manager and resident agent, any of whom may be contacted twenty-four hours a day during any property rental period. The signature of all property owners shall be provided on the application.
- (7) Any other information determined necessary by the Department to ensure compliance with the terms of this Title and the laws and regulations adopted under any other Title of the Code of Public Local Laws of Worcester County, Maryland.

(e) License term, renewal and display of license.

- (1) Applications for all new rental licenses may be made at any time. However, all rental licenses shall be valid for a period of one year from the date of issuance as shown on the rental license.
- (2) All applications for license renewals shall be made on forms provided by the Department and submitted not less than sixty days prior to the expiration of the license. The information required to be submitted for a new rental license as listed in Subsection (d)(1) through (d)(7) herein need not be submitted provided that none of the information has changed since the last license renewal. If the application for renewal is not received at least sixty days prior to the license expiration, it will be treated as a new application and shall comply with all initial application requirements. If a rental license expires without being renewed as

provided herein, the property shall not be used for rental purposes described by this Section until a new license application is submitted, approved and issued as provided for herein.

- (3) All issued rental licenses shall be prominently displayed on the premises to which it applies and shall be available for inspection at all times and to the County.
- (4) All advertising, whether by print, electronic, audible or in any other form or substance designed or used to inform as to the availability of any property for rent which is subject to the terms of this Section, shall contain the valid rental license number issued in accordance with this Section.

(f) Uses allowed and restrictions on licenses.

- (1) Only those areas, uses and number of residents, roomers, boarders or lodgers or any other parameter specifically mentioned in the rental license shall be permitted. No property for which a rental license has been issued shall be expanded or altered nor the types of rental arrangements modified to be other than those specifically described in the rental license without the licensee first applying for and being issued a new rental license which includes the expansion, alteration or modifications. Additionally, all properties used for the rental purposes described herein shall conform to the limitations and restrictions contained in the Zoning and Subdivision Control Article for the zoning district in which the property is located and the terms of the Building Regulations Article, Title 3 Property Maintenance Standards, Subtitle I Rental Housing Code, of the Code of Public Local Laws.
- (2) Rental licenses are not transferable. If a property is transferred, the rental license shall expire on the day the property is transferred and the property shall not thereafter be used for rental purposes until a new license is issued. Contract purchasers may apply for a new rental license prior to settlement on a property. However, the license shall not be issued until the new property owner provides the Department with proof of property transfer. There shall be no refunds of rental license fees for the unused portion of the license term or for unissued rental licenses when applied for by contract purchasers prior to property settlement in the event the property transfer does not occur.
- (3) A rental license may not be issued unless the subject property is in full compliance with all State and local laws and regulations.

(g) Administration and enforcement, inspection and penalties.

- (1) The responsibility for the administration and enforcement of this Title shall be vested in such County Department (hereinafter called the "Department") as designated or created for such purpose by the County Commissioners. The Department may delegate to its own personnel and to other persons such duties and responsibilities in connection with the administration and enforcement of this

Title as are appropriate in the Department's judgement. The staff of the Department or any public safety or law enforcement agency or department shall have the right to enter upon any property for which a rental license has been issued hereunder in order to inspect such license and such property or parts of such property which are covered by the license provided, however, that nothing herein shall be so construed so as to give said individuals the right or privilege of entering upon any such premises or any part thereof while the same are under the control or supervision of a tenant of the license holder without permission of that tenant or having obtained a valid search warrant, if applicable, unless such premises is usually and customarily open to members of the public.

- (2) If the Department shall find that any of the provisions of this Title are being violated, it shall notify the property owner and, if applicable, the property manager or resident agent either by certified mail, by posting the property or by other appropriate method, including by e-mail with delivery and read receipts requested. Such notification shall indicate the nature of the violation and order the action necessary to correct it within a reasonable period of time as determined by the Department.
- (3) At the conclusion of such reasonable period, if the violation has not been satisfactorily corrected in the judgement of the Department, the Department shall take appropriate action to bring about the correction of such violation or shall take any other action authorized by law to ensure compliance with this Section and prevent violation of its provisions. Violations of the provisions of this Section or failure to comply with any of its requirements shall constitute a civil infraction. Potential penalties may include but are not limited to suspension or revocation of the license, fines, filing of an injunction to bring about correction of any violations, and abatement of imminent dangers to the health and safety of the occupants as determined by the Department. Each day of a violation constitutes a separate offense. The remedies available to the County and the Department under this Title are cumulative and not exclusive.
- (4) Any person establishing, maintaining, renting or operating any place as herein described without first obtaining a rental license or operating or maintaining the same in violation of this Section or regulations or standards adopted by resolution of the County Commissioners shall be guilty of a civil infraction.
- (5) In the event that a rental license is revoked, the Department shall not issue a rental license for that particular property for a period of three years to the former license holder or member of the former license holder's housekeeping unit as defined in § ZS 1-103(b).
- (6) After providing the owner of the licensed property an opportunity to be heard, the County Commissioners may revoke, suspend or refuse to renew any rental license issued in accordance with this Section for any of the following reasons:
 - A. A material falsification, as determined by the County Commissioners, of

any information supplied on a rental license application or in any additional information supplied by the property owner, applicant, property manager or any person as part of the rental license application or renewal process.

- B. Any activity conducted on the licensed premises that is or would be detrimental to the health, safety or welfare of the public as determined by the County Commissioners.
- C. Conviction of an applicant, property owner, applicant, property manager or any person in control of a property of any felony crime, regardless of where committed, or any violation of gambling, alcoholic beverage, controlled substance or prostitution laws during the rental license period by any person while on the property.
- D. A repeated failure to conform to the rental license conditions, any rules and regulations adopted by resolution of the County Commissioners with regard to properties licensed under this Section, the Zoning and Subdivision Control Article of the Code of Public Local Laws as it applies to rental properties or the terms of the Building Regulations Article, Title 3 Property Maintenance Standards, Subtitle 1 Rental Housing Code of the Code of Public Local Laws.
- E. Recurrent offensive conduct or behavior of any person or persons on the property causing a public nuisance or disturbance as determined by the County Commissioners.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current Code

Title 2
LICENSES AND PERMITS

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|---|--|
| <p>SUBTITLE I
Licenses</p> <p>§ TR 2-101. Music boxes, player pianos and other mechanical music devices.</p> <p>§ TR 2-102. Coin-operated vending machines, general provisions.</p> <p>§ TR 2-103. Licensing of coin-operated vending machines; fees;</p> | <p>exemptions; additional regulations.</p> <p>§ TR 2-104. Peddlers and salesmen.</p> <p>§ TR 2-105. Amusement devices and arcade licenses.</p> <p style="border: 1px solid black; padding: 2px; display: inline-block;">Add 2-106. Rental Licenses.</p> <p>SUBTITLE II
Permits</p> <p style="border: 1px solid black; padding: 2px; display: inline-block;">§ TR 2-201. Tourist permits. Delete</p> <p>§ TR 2-202. Gaming permits.</p> |
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[HISTORY: Adopted by the Board of County Commissioners of Worcester County 8-25-1981 by Bill No. 81-5 as Title 2 of the Taxation and Revenue Article of the 1981 Code. Amendments noted where applicable.]

SUBTITLE I
Licenses

§ TR 2-101. Music boxes, player pianos and other mechanical music devices. [Amended 11-10-1987 by Bill No. 87-5]

Every person, firm or corporation keeping, maintaining or operating for public entertainment in Worcester County any music box, mechanical player piano, graphophone or other similar mechanical musical device played by the insertion of a coin or token shall obtain an annual county license therefor from the Board of County Commissioners of Worcester County and shall pay fees as set by resolution of the County Commissioners for each independent coin-operated speaker delivering music on the same premises. Each machine or device licensed must have affixed to it a tag issued by said Board, showing that the fee for the current year has been paid. All licenses shall expire on the 30th day of April of each year, shall not be transferable and shall not be prorated. Any person, firm or corporation keeping, maintaining or operating any such machines or device without such license shall be guilty of a civil infraction.

§ TR 2-102. Coin-operated vending machines, general provisions.

The County Commissioners of Worcester County are hereby authorized to provide for the licensing of each person, firm or corporation selling or offering for sale through or by means of coin-operated vending machines any article or goods or merchandise, to establish the license fees and to prescribe regulations for the issuance of said licenses. Said Commissioners are further authorized to provide a metal tag or stamp to be applied to such vending machines upon

- (2) Free-play pinball machines with a push button or other device or scheme to release registered free plays.
- (b) Permitted machines by license. The following are legalized if properly licensed hereunder:
- (1) Multiple-coin free-play pinball machines without a push button or other device or scheme to release registered free plays are legalized for an annual license fee of not less than twenty-five dollars nor more than one hundred dollars each, as established by resolution of the County Commissioners, which shall be due regardless of whether or not an arcade license is purchased pursuant hereto.
 - (2) Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines or any similar device for public amusement only whose operation requires the insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator are legalized for an annual license fee of not less than ten dollars nor more than fifty dollars each, as established by resolution of the County Commissioners.
- (c) Arcade licenses. Arcade licenses in lieu of individual licenses for machines listed under Subsection (b)(2) hereof.
- (1) For any arcade having from fifty to one hundred machines or devices described in Subsection (b)(2) above, annual license fee of one thousand dollars.
 - (2) For any arcade having more than one hundred and not more than one hundred and fifty machines or devices described in Subsection (b)(2) above, annual license fee of one thousand five hundred dollars.
 - (3) For any arcade having more than one hundred fifty and not more than two hundred machines or devices described in Subsection (b)(2) above, annual license fee of two thousand dollars.
 - (4) For any arcade having more than two hundred machines or devices described in Subsection (b)(2) above, annual license fee of two thousand five hundred dollars.
- (d) Violations. Any person who violates the provisions of this section shall be guilty of a civil infraction. [Added 11-10-1987 by Bill No. 87-5]

SUBTITLE II
Permits

Delete

§ TR 2-201. Tourist permits.

(a) General provisions.

- (1) All rules, regulations, provisions and requirements enacted, adopted and established by the County Commissioners of Worcester County, Maryland, herein shall be in addition to and not in substitution of the provisions of Article 25, § 27, of the Annotated Code of Maryland, 1957 Edition.
- (2) No person, firm or corporation shall establish, maintain or operate any tourist camp, cabins for hire, any tourist cabin, motel, apartment house or rooming house or any

other structure or building, including trailers or trailer homes, whether mounted on wheels or not, and tents, capable of being rented to four or more persons at any one time, and for rental to or for use by transients, tourists, vacationers or persons residing temporarily in, on or upon such premises for a period of less than six months, outside of the corporate limits of any incorporated town or city in Worcester County, Maryland, without first having obtained a tourist permit from the County Commissioners thereof.

- A. Any trailer park wherein trailers or trailer homes are kept and maintained for the purposes of renting to others and any tenting or camping area where tents, cabins or other living quarters are kept and maintained for the purpose of renting to others shall also be deemed to be a tourist camp for the purposes of this section.
- B. Any cabin, tent or trailer, outside of a tourist camp as set forth above, containing or capable of containing sleeping accommodations for the use of four or more persons at any one time shall be deemed to be within the meaning of this section.
- C. Any rooming house containing one or more bedrooms or sleeping rooms, all of which contain or are capable of containing sleeping accommodations for the use of four or more persons at any one time, shall be deemed to be within the meaning of this section.
- D. Any person, firm or corporation having control over or maintaining any trailer park, tenting area or camping area where it is permitted to park, erect or maintain trailers, tents or other structures, not owned by such person or firm or corporation, but held out for the purposes of rental as set forth above, shall be responsible for obtaining a tourist permit therefor.
- E. A dormitory shall be considered to be a rooming house within the meaning of this section.
- F. The words "hotel" and "motel" are hereby deemed to be synonymous within the meaning of the provisions of this section, and any building or structure called or known as a "hotel" shall be subject to the provisions hereof.

(b) Applications.

- (1) Applicants for a tourist permit shall make application on forms to be supplied by the County Commissioners for Worcester County, upon request addressed to the License Clerk of the County Commissioners, Snow Hill, Maryland.
- (2) All applications must contain the following:
 - A. The proper name and permanent mailing address of the applicant.
 - 1. If the applicant is the owner of the premises, each owner must apply, including husband and wife; if the applicant is a tenant or lessee, each tenant or lessee must apply, including husband and wife.
 - 2. If the applicant is a firm or partnership, each member of such firm or partnership must apply, and the trade name and address, if any, of the firm or partnership must be listed.

3. If the applicant is a corporation, application must be made in the name of the corporation, signed by the president or vice president thereof, and the names and permanent mailing addresses of the principal officers must be listed.
- B. The address or description of the location of the premises.
 - C. A description of the premises for which the permit is requested, such as tourist camp, tourist cabin, trailer park, motel, etc.
 - D. If the applicant is not the owner of the premises, the name and permanent mailing address of the owner and a statement of how the premises are held by the applicant under such owner, such as tenants, subtenant, trustee, agent, etc.
 - E. A statement of the number of units contained, maintained or erected upon the premises for which the tourist permit is sought. For the purpose of this provision, a "unit" is defined as follows:
 1. Each apartment or living unit held for rental in an apartment house building shall be considered to be one unit.
 2. Each separate apartment, living unit or room used for sleeping accommodations held for rental in a hotel or motel shall be considered to be one unit. The fact that two rooms used for sleeping accommodations may at times be used as one apartment or living unit by the use of connecting doors shall not destroy their individual identity for the purposes of this section.
 3. Each cabin, trailer, tent or other structure or building used for or capable of being used for sleeping accommodations in a tourist court, trailer park or tenting or camping area and held for rental shall be considered to be one unit.
 4. Each bedroom or sleeping room held for rental in a rooming house shall be considered to be one unit.
 5. In a dormitory, two double beds or four single beds held for rental shall be considered to be one unit.
 6. Where not in one of the above classifications, each cabin, trailer, tent, building or other structure containing or capable of containing sleeping accommodations for one or more persons at any one time and held for rental shall be considered to be one unit.
- (3) All applications shall be filed with the License Clerk to the County Commissioners of Worcester County, Snow Hill, Maryland, together with the required fee for the issuance of a tourist permit. If the application is approved, the County Commissioners will retain said permit fee. If the application is denied, the permit fee will be returned to the applicant at the mailing address set forth in the application.
 - (4) All activities conducted pursuant to any permit granted hereunder shall be conducted in a manner such as, in the discretion of the County Commissioners, shall not be detrimental to the health, safety, welfare and morals of the public.

(5) Renewal applications shall be made in the same manner as hereinabove set forth.

(c) Action of County Commissioners; hearing.

(1) Within a reasonable time after receipt of the application, the County Commissioners may approve the application, without hearing. If the application is approved, a tourist permit will be granted to the applicant and mailed to him at the address appearing on the application. If the application is not approved, the applicant shall be so notified of such by letter setting forth the reasons for failure to approve the same and mailed to the applicant at the address appearing on the application.

(2) Hearing.

A. Within ten days from the date of receipt of notice of failure to approve the application, an applicant may file a written request to the County Commissioners for a hearing on such application. The County Commissioners shall thereupon set the same for hearing not later than twenty days from the date of receipt of such written request and shall notify all parties in interest thereof, by mail, at least five days prior thereto.

B. The County Commissioners shall render a decision on the matters and facts brought forth at such hearing on or before twenty days from the date of such hearing and shall notify all parties in interest of such decision by mail. Such decision shall be final. If the County Commissioners determine that the application meets all applicable health, safety, fire, zoning and building standards, the application must be approved.

C. Any hearing may be postponed or continued from time to time by the County Commissioners, in their discretion, at their convenience or upon request of a party in interest for cause.

(d) Revocation or suspension.

(1) The County Commissioners may revoke or suspend a tourist permit, in their discretion, for cause, after notice and hearing, and upon its own motion.

(2) The procedure for such hearing and notice shall generally conform to the provisions of Subsection (c) above.

(e) Reasons for denial of application, revocation or suspension.

(1) The County Commissioners may, in their discretion, deny an application or revoke or suspend a tourist permit for the following reasons:

A. An incomplete or incorrect application.

B. The activity is or would be detrimental to the health, safety or welfare of the public.

C. Conviction, within the period of one year, of an applicant of any crime committed upon the premises involving a breach of morals or violations of gambling or alcoholic beverage laws.

- D. Failure to conform to the rules and regulations prescribed or any subsequent amendments thereto.
 - E. Recurrent offensive conduct or behavior of any person or persons on the premises, causing a public nuisance or disturbance.
- (f) Permit year, proration, fees and transfers.
- (1) Tourist permits shall be issued annually by the County Commissioners for a period of one year from June 1 to May 31 in every year.
 - (2) No permit fees will be prorated, either upon application or upon cancellation, whether voluntary or otherwise.
 - (3) Tourist permit fees shall be as prescribed by resolution of the County Commissioners.
 - (4) No permit issued hereunder shall be transferable, either to another person for the same premises or to other premises by the applicant to whom issued.
- (g) Display of permit. The tourist permit shall at all times be displayed in open view in the principal office on the premises for which it is issued or, if there is no such office, then on the wall of the central hall or room near the main entrance of said premises.
- (h) Enforcement, inspection and penalties.
- (1) The provisions of this section shall be enforced by the County License Department, which shall perform such duties as may be assigned to or required of it under this regulation and such other duties as may be assigned by the County Commissioners. In the performance of such duties, the Department shall have all authority, rights, privileges, powers and immunities reasonably necessary to enable it to carry out such duties and shall be considered to be a law enforcement agency and its members peace officers of Worcester County.
 - (2) The County License Inspectors of the License Department shall have the right to enter upon any premises for which a tourist permit has been issued hereunder in order to inspect such permit and such premises or parts of such premises which are then and there under the control and/or supervision of the permit holder; provided, however, that nothing herein shall be so construed so as to give said County License Inspectors the right or privilege of entering upon any such premises or any part thereof while the same are under the control or supervision of a tenant of the permit holder without permission of that tenant, a valid search warrant or unless such premises or part thereof is usually and customarily open to members of the public.
 - (3) Violations.
 - A. Violations. Any person establishing, maintaining or operating any establishment or place as herein described without first obtaining a permit or operating or maintaining the same in violation of this section shall be guilty of a civil infraction. [Amended 11-10-1987 by Bill No. 87-5]
 - B. Action of County Commissioners.
 - 1. If any person, firm or corporation shall violate any provision, restriction or requirement of Article 25, § 27, of the Annotated Code of Maryland, 1957

Edition, or any provision, restriction or requirement of this section, such place, establishment or premises shall be subject to be abated as a nuisance by the County Commissioners, in their discretion.

2. In addition to the above, the County Commissioners may, in their discretion, refuse to grant or renew or may, in their discretion, revoke or suspend any tourist permit.

§ TR 2-202. Gaming permits. [Amended 4-25-1989 by Bill No. 89-3]

- (a) Legislative intent. The County Commissioners, in view of the passage of Chapter 463 of the Acts of 1988, codified as § 251B of Article 27 of the Annotated Code of Maryland, 1957 Edition, deem it necessary and appropriate to enact this section of the Code of Public Local Laws of Worcester County dealing with gaming for the purpose of establishing a system for the issuance of permits, grounds for the refusal of the issuance of gaming permits, the means for determining whether a group, organization or corporation is qualified to obtain a gaming permit, to place a limitation on the number of raffle permits to be issued and to generally deal with gaming permits in the county, all pursuant to Chapter 463 of the Acts of 1988. It is not the legislative intent to contravene or attempt to limit or expand Chapter 463 of the Acts of 1988, except as therein authorized, nor is it the legislative intent to qualify or change the definition of a raffle as set forth therein.
- (b) Limitation on raffle permits. No organization may receive more than twelve raffle permits in any calendar year.
- (c) Chapter 463 of the Acts of 1988 to be complied with. In all cases, the provisions of chapter 463 of the Acts of 1988, as time to time amended, shall be complied with in the issuance of raffle permits in the county.
- (d) System for issuance of gaming permits. The system for the issuance of raffle permits in the county shall be as follows:
 - (1) Application shall be under oath and will be made to the agency designated by the County Commissioners as the issuing agency for the raffle permits, upon forms provided by the County Commissioners. Each application shall contain, without limitation, information as to the name and type of organization of the application, the location of the applicant's principal place of business, lodge, fire house or other appropriate headquarters, the names and bona fide residences of the officers or leaders of the applicant, the number of members, stockholders or participants of applicant, the approximate date of the founding or chartering of the applicant, the number of meetings held by the applicant within the last three years, the name or names of the beneficiaries of the receipts of the raffle, whether or not the applicant or the beneficiary of the raffle has been granted tax-exempt status by any taxing authority and, if so, details as to such exemption, the nature of the event, giving details as to the working thereof, a list of prizes to be awarded as a result of the event, the time of the event, including sales and awarding of prizes, the proposed dates of the event, whether or not the event is a raffle and such other information as the County Commissioners may from time to time deem necessary and appropriate. All applications shall be accompanied by such fees as may be prescribed by law.

AN ACT Concerning

Taxation and Revenue - Hotel Rental Tax

For the purpose of amending the Taxation and Revenue Article to update the language with regard to rental units and with reference to State Law, to extend the term of occupancy for which room tax applies, and to make certain stylistic changes with regard to language.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Title I, Subtitle VI of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed in its entirety and replaced to read as follows:

See p. 43 and 47 Strike and Replace version

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 or motel, at any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model or other tourist home, or any other building or structure or portion thereof used as a place of lodging. This tax, if imposed, shall be at the rate of 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. 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.
- (b) Definitions. In this section, the following words and phrases shall have the meaning indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE OR SIMILAR PLACE - Any hotel or motel, any public or private house, townhouse, apartment, condominium unit, cottage, cabin, rooming house, manufactured home, recreational vehicle, recreational park model, or other tourist home or house, or any other building or structure or portion thereof, or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, where the owner or operator thereof provides or offers to provide such sleeping accommodations or space to any transient in return for compensation of any kind.

PERSON - Any individual, corporation, company, association, firm, partnership 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 for any monetary compensation or the fair market value of any non-monetary compensation received by the owner, operator or resident agent of any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as a place of sleeping accommodations or space provided to a 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 less than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the expense of another, in any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof as sleeping accommodations.

- (c) Collection. Any 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 complete 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 remittance 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 and/or file the required report 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. 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.

- (1) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.
- (2) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.

(f) Distribution of proceeds.

- (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations:
 - A. The Board of County Commissioners 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 for any house, townhouse, apartment, condominium unit, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, hotel or motel room, or any other building or structure or portion thereof used as sleeping accommodations located in whole or in part within the corporate limits of a municipal corporation in a resort area of 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. 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) herein, securities approved by the Board of County Commissioners or cash in such amount as the Board prescribed 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.

- (1) Applicability. The procedures under Division IV, Title 20, Subtitle 4, Part 1 of the Local Government Article of the Annotated Code of Maryland apply to this section.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take January 1, 2020.

Current Code

Replace

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 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. *Bill 19-1, passed 5/21/19 Effective 7/1/19*

(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.

SUBTITLE VII

Recordation Tax

[Added 6-18-1991 by Bill No. 91-7]

§ TR 1-701. Imposition and rate of tax.

- (a) Tax imposed. A recordation tax, as authorized by and subject to Title 12 of the Tax-Property Article of the Annotated Code of Maryland, is imposed upon instruments of writing recorded with the Clerk of the Circuit Court of Worcester County.
- (b) Rate. Effective September 1, 1991, the recordation tax rate in Worcester County shall be two dollars and twenty cents for each five hundred dollars or fraction of five hundred dollars of the consideration payable or of the principal amount of the debt secured for an instrument of writing. Effective September 1, 1997, the recordation tax rate in Worcester County shall be three dollars and thirty cents for each five hundred dollars or fraction of five hundred dollars of the consideration payable or of the principal amount of the debt secured for an instrument of writing. The consideration includes the amount of any mortgage or deed of trust assumed by the grantee. [Amended 6-10-1997 by Bill No. 97-11]

SUBTITLE VIII

County Transfer Tax

[Added 6-18-1991 by Bill No. 91-8]

§ TR 1-801. Imposition, rate and collection of tax.

- (a) Tax imposed. A transfer tax, as authorized by and subject to Title 13 of the Tax-Property Article of the Annotated Code of Maryland, is imposed upon instruments of writing recorded with the Clerk of the Circuit Court for Worcester County or filed with the State Department of Assessments and Taxation. The transfer tax does not apply to the first fifty thousand dollars of the consideration payable for an instrument of writing for residentially improved owner-occupied real property, provided that the property is the principal residence of the grantee and will actually be occupied by the grantee as the grantee's principal residence for at least seven months of any twelve-month period, provided that the instrument of writing is accompanied by a statement under oath signed by the grantee that such is the case. [Amended 8-11-1992 by Bill No. 92-14]
- (b) Rate. The transfer tax rate shall be five-tenths percent of the consideration payable for the instrument of writing. The consideration includes the amount of any mortgage or deed of trust assumed by the grantee.

SUBTITLE VI
Hotel Rental Tax

Strike and
REPLACE
Version

§ 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: OR MOTEL, AT ANY HOUSE, TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL OR OTHER TOURIST HOME, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF USED AS A PLACE OF LODGING. 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.

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

HOTEL, MOTEL, APARTMENT, COTTAGE ~~OR OTHER~~ SIMILAR PLACE --- Any HOTEL OR MOTEL, ANY public or private hotel, inn, hostelry, HOUSE, TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, ROOMING HOUSE, MANUFACTURED HOME, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL, OR OTHER tourist home or house, ~~motel, rooming house, apartment house~~ OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF, ~~cottage~~ or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, and WHERE the owner and OR operator thereof, which for compensation holds out PROVIDES OR OFFERS to furnish or furnishes PROVIDE SUCH sleeping accommodations or space to any transient IN RETURN FOR COMPENSATION OF ANY KIND.

PERSON --- Any individual, corporation, company, association, firm, ~~copartnership~~ PARTNERSHIP 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~~ FOR ANY MONETARY COMPENSATION OR THE FAIR MARKET VALUE OF ANY NON-MONETARY COMPENSATION RECEIVED BY THE OWNER, OPERATOR OR RESIDENT AGENT OF ANY HOUSE, TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL, HOTEL OR MOTEL ROOM, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF AS A PLACE OF sleeping accommodations or space furnished PROVIDED ~~the~~ TO A 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~~ LESS than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the expense of another, in any ~~hotel~~ HOUSE, ~~motel, apartment, cottage or other similar place for which there is a room or building rental~~ TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL, HOTEL OR MOTEL ROOM, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF AS SLEEPING ACCOMMODATIONS.

- (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~~ COMPLETE 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 AND/OR FILE THE REQUIRED REPORT 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 i.~~ 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.
- (1) THE COUNTY COMMISSIONERS MAY INSTITUTE INJUNCTIVE, MANDAMUS OR OTHER APPROPRIATE PROCEEDINGS OF LAW TO CORRECT VIOLATIONS OF THIS SUBTITLE. ANY COURT OF COMPETENT JURISDICTION SHALL HAVE THE RIGHT TO ISSUE TEMPORARY OR PERMANENT RESTRAINING

ORDERS, INJUNCTIONS OR MANDAMUS, OR OTHER APPROPRIATE FORMS OF RELIEF.

- (2) DELINQUENT AND UNPAID TAXES SHALL BECOME A LIEN UPON THE REAL PROPERTY OF THE PERSON OR ENTITY FROM WHOM THEY ARE DUE AND SHALL BE COLLECTIBLE IN THE SAME MANNER AS REAL ESTATE TAXES ASSESSED AGAINST ANY SUCH PROPERTY.

(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:~~ ANY HOUSE, TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL, HOTEL OR MOTEL ROOM, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF USED AS SLEEPING ACCOMMODATIONS:

- A. The Board OF COUNTY COMMISSIONERS 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 ~~FOR a hotel~~ny HOUSE, ~~motel, apartment, cottage or other similar place~~ TOWNHOUSE, APARTMENT, CONDOMINIUM UNIT, COTTAGE, CABIN, MANUFACTURED HOME, ROOMING HOUSE, RECREATIONAL VEHICLE, RECREATIONAL PARK MODEL, HOTEL OR MOTEL ROOM, OR ANY OTHER BUILDING OR STRUCTURE OR PORTION THEREOF USED AS SLEEPING ACCOMMODATIONS located in whole or in part within the corporate limits of a municipal corporation in a resort area ~~in~~ WITHIN 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 a~~ 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) HEREIN, 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 20, Subtitle 7 4 (HOTEL RENTAL TAXES), of THE LOCAL GOVERNMENT Article 24 of the Annotated Code of Maryland, AS FROM TIME TO TIME AMENDED, SHALL apply to this section.

DRAFT

A BILL ENTITLED

AN ACT Concerning

Taxation and Revenue - Mobile and Manufactured Home Park Licenses

For the purpose of amending the Taxation and Revenue Article to repeal Title I, Subtitle V, Mobile and Manufactured Home Park Camp Licenses.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Title I, Subtitle V of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed in its entirety.

See
p. 52

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect January 1, 2020.

Current
Code

Delete

SUBTITLE V

Mobile and Manufactured Home Park Licenses
[Amended 11-10-1987 by Bill No. 87-5; 3-20-2018 by Bill No. 18-1]

§ TR 1-501. License required.

No person shall establish, maintain or operate any mobile or manufactured home park in the County without first having obtained a mobile and manufactured home park license from the County Commissioners.

§ TR 1-502. Definitions.

For the purposes of this Subtitle, the following words and phrases shall have the meanings respectively ascribed to them by this section:

DEPARTMENT — The County department designated by the County Commissioners to administer and enforce this Title.

MANUFACTURED HOME — A factory built structure which is manufactured or constructed after June 15, 1976, under authority of 42 U.S.C. § 5403, Federal Manufactured Home Construction and Safety Standards Act of 1974, as from time to time amended, and designed to be used as a single-family residential dwelling with or without a permanent foundation and which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent location and which does not have any wheels or axles permanently attached to its body or frame. The placing of a manufactured home on a permanent foundation or the construction of additions, porches and the like shall not change the classification of such manufactured home.

MANUFACTURED OR MOBILE HOME PARK — Any area or tract of land designed or used for the parking or other type of installation of manufactured or mobile homes on spaces or lots offered for lease, rent or use, with or without compensation, including all improvements, buildings, structures, recreation areas, or other facilities for the use of the residents of such development. A manufactured or mobile home park does not include sales lots on which unoccupied manufactured or mobile homes are parked for inspection or sale or to manufactured or mobile homes used as farm dwellings or accessory structures or for seasonal use on a farm as permitted by the terms of the Zoning and Subdivision Control Article.

MOBILE HOME — A detached residential or business unit manufactured prior to June 15, 1976, and not required to be constructed in accordance with the Federal Manufactured Home Construction and Safety Standards Act of 1974 and which contains not less than five hundred square feet of gross livable floor area in the original manufactured unit and was designed and intended for repeated or periodic transportation in one or more sections on the highway on a chassis which is permanent or designed to be permanent and arriving at the site where it is to be occupied complete and ready for occupancy except for minor and incidental unpacking

and assembly of sections, location on jacks or other foundations, connection to utilities and the like. The placing of a mobile home on a permanent foundation or the construction of additions, porches and the like shall not change the classification of such mobile home.

§ TR 1-503. Application for license.

- (a) Form. Applicants for a mobile or manufactured home park license shall make application on forms to be supplied by the Department.
- (b) Content. All applications must contain the following:
- (1) The proper name and permanent mailing address of each applicant.
 - A. If the applicant is the owner of the premises, each owner must apply, including each spouse if the property is owned by husband and wife; if the applicant is a tenant or lessee, each tenant or lessee must apply, including each spouse.
 - B. If the applicant is a firm or partnership, each member of such firm or partnership must apply, and the trade name and address, if any, of the firm or partnership must be listed.
 - C. If the applicant is a corporation, application must be made in the name of the corporation, signed by the president or vice president thereof, and the name and permanent mailing addresses of the principal officers must be listed.
 - (2) A statement of the number of lots or parcels upon which mobile or manufactured homes may be placed and which are held out for rental use.
- (c) Filing of application. All applications must be filed with the Department, together with a license fee as established by resolution of the County Commissioners and a plat, or drawing of the premises showing the outlines of the property, the streets, and roads, all improvements, if any, and each lot or parcel of land to be occupied by one individual mobile or manufactured home. The lots or parcels designated for use by a mobile or manufactured home shall be numbered. The plat or drawing required hereby shall be to scale and accurately show the location and number of lots and parcels set aside for rental use.
- (d) Renewal. Renewal applications shall be made in the same manner as hereinabove set forth for new applications, with the exception of the necessity of filing a plat or drawing of the premises, unless there have been changes during the previous year with respect to the number or location of lots or in the use of the property, in which case an amended plat or drawing shall be filed with the renewal application.

§ TR 1-504. License year; proration of fees; transfer.

- (a) Term. Mobile or manufactured home park licenses shall be issued annually by the County Commissioners for the period of one year from January 1 to December 31 in each and every year. Licenses may be issued for a shorter period of time, at the discretion of the Commissioners, for cause shown.

- (b) Prorating fees prohibited. No license fees will be prorated, either upon application or upon cancellation, whether voluntary or otherwise.
- (c) Licenses not transferable. No license issued hereunder shall be transferable, either to another person for the same premises or to other premises by the applicant to whom issued.

§ TR 1-505. License taxes and provisions for collection.

- (a) Applicability. Every person or entity licensed to operate a mobile or manufactured home park in the County under existing laws and/or regulations pertaining thereto shall collect from any person paying charges for the rental, leasing or use of any space, facilities or accommodations in or for the providing of any services by such mobile or manufactured home park a tax thereon, computed at a percentage of such charges to be established by resolution of the County Commissioners, provided that no tax shall be levied on individually metered natural or propane or other manufactured gas, electricity or fuel oil, and further provided that the providing of any services shall include, without limitation, the leasing of sites or lots for the placement of a mobile or manufactured home.
- (b) Determination of tax where licensee owns mobile or manufactured home. In those cases where the licensee itself maintains mobile or manufactured homes which themselves are owned, leased, controlled or operated by such licensee upon the premises of a licensed mobile or manufactured home park and leases or rents those mobile or manufactured homes to others, for the purpose of determining the tax created hereby, the gross charges for the rental, leasing or use of the spaces or lots or parcels occupied by such mobile or manufactured homes and the gross charges for providing any services therefor shall be deemed to be equivalent to the gross charges collected for other spaces, lots or parcels rented to other persons for the use of their mobile or manufactured home and the gross charges for providing any services thereof.
- (c) Reporting and accounting. The aforesaid tax shall be accumulated and paid quarterly to the County Commissioners. On or before the 21st day of April, July, October and January of each year, every licensed mobile or manufactured home park operator shall file with the Department a report showing the amount of tax due for each of the three months preceding the filing of such report and shall pay unto the County Commissioners the total tax for the three preceding months as shown thereon. Any person or entity required to collect or remit the tax imposed by this section shall be liable to the County Commissioners in the amount of any such tax or portion thereof required to be collected and remitted by it which it fails either to collect or remit.
- (d) Forms for returns. The quarterly report shall be prepared and filed with the Department on forms to be furnished by the Department.
- (e) Credit for expense in remittance. The owner shall be entitled to apply and credit against the amount of tax collected and payable by him an amount equal to two percent of the gross tax to be remitted by him to cover his expense in the collection and remittance of the tax, provided that nothing contained in this subsection shall apply to any licensee who shall fail or refuse to collect the tax provided hereby or who shall fail or refuse to file his return with the Department within the time prescribed by this section.

- (f) Failure to file reports. If any person or entity required to collect and remit the tax imposed by this section fails to file a statement and a remittance within the time provided herein or if the Department has reason to believe that any report which has been filed is in error or incomplete, the Department may proceed to determine the amount due to the County Commissioners and in connection therewith shall make such investigation and take such testimony and other evidence as may be necessary, provided that notice and opportunity to be heard is given by the County Commissioners to any person who may become liable for an amount determined by it. The Department may refuse to accept an incomplete return. The filing of an incomplete return shall not constitute filing under this section.
- (g) Responsibility of owner. The owner of the premises upon which any mobile or manufactured home park is operated or maintained shall be responsible for the filing of reports and remittance of taxes as provided in this section regardless of who may actually prepare and file the report. If adequate records cannot be found to determine the amount of taxes due the County, they shall be determined in the manner above provided.

§ TR 1-506. Enforcement; inspections; penalties.

- (a) Enforcement. The provisions of this Subtitle shall be enforced by the Department, who shall perform such duties as may be assigned to or required of it under this regulation and such other duties as may be assigned to it by the County Commissioners. In the performance of its duties, it shall have all authority, rights, privileges, powers, limitations and immunities reasonably necessary to enable it to carry out such duties and shall be considered to be law enforcement officers and peace officers of the County.
- (b) Right of entry; inspections. The Department shall have the right to enter upon any premises for which a mobile or manufactured home park license has been issued hereunder in order to inspect such premises and, in addition thereto, any books or records kept by the licensee pertaining to the gross monthly charges as defined herein.
- (c) Reports. If the reports required by this Subtitle are not filed, the Director of the Department may estimate the tax due based on any information the Director can obtain, including prior years' information. The Director shall make such investigation as may be necessary to estimate this tax; provided, however, that notice and opportunity to be heard shall be given to any person or corporate entity that may become liable for any amount determined by the County to be due.
- (d) Violations and penalties.
- (1) Any person or entity who 1) establishes, maintains or operates any mobile or manufactured home park in the County without having first obtained a mobile or manufactured home park license, 2) willfully fails to collect, remit or pay the taxes imposed by this Subtitle, 3) willfully fails to file any report required by this Subtitle or 4) willfully makes any false statement or misleading omission in any report filed as required by this Subtitle, shall be guilty of a civil infraction and shall be subject to a fine. The Department is authorized to issue said civil infractions.

- (2) Any person or entity who fails to file a timely return or pay the appropriate tax in a timely manner pursuant to the terms of this Subtitle shall be liable for penalty in the amount of twenty percent per annum, computed from the date due to the date of payment, based upon the gross tax due as determined by the terms of this Subtitle.
- (3) In addition to any other penalty for violation, any person or entity who violates any provision of this Subtitle may, at the discretion of the County Commissioners, have the mobile or manufactured home park license revoked without further action and may, at the discretion of the County Commissioners, be denied any further mobile or manufactured home park licenses.
- (4) The County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
- (5) The County Commissioners may institute injunctive, mandamus or other appropriate proceedings of law to correct violations of this Subtitle. Any court of competent jurisdiction shall have the right to issue temporary or permanent restraining orders, injunctions or mandamus, or other appropriate forms of relief.
- (6) Delinquent and unpaid taxes shall become a lien upon the real property of the person or entity from whom they are due and shall be collectible in the same manner as real estate taxes assessed against any such property.



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

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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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SNOW HILL, MARYLAND

21863-1195

January 23, 2019

TO: Edward A. Tudor, Director of Development Review and Permitting
Phil Thompson, Finance Officer
FROM: Harold L. Higgins, Chief Administrative Officer *HH*
SUBJECT: Countywide Rental License Program

Thank you for your thorough memo and recommendations regarding the proposed Countywide Room Tax/Rental License Program in Worcester County. As you are aware, as a result of their discussion regarding this matter at their meeting on January 22, 2019, the Worcester County Commissioners have directed you to develop the framework for County code revisions required to remove all of the inconsistencies between the various sections of the County Law as you suggested and to create a Rental License Program which would apply to both long-term and short-term rentals. The Commissioners understand that this work will require significant effort on your part and have therefore agreed to anticipate receiving your draft report in April 2019, which could then be followed by a text amendment or amendments thereafter.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

KS/kah

cc: Maureen Howarth, County Attorney
Kelly Shannahan, Assistant Chief Administrative Officer
Kathy Whited, Budget Officer

The Commissioners met with Mr. Thompson and Mr. Tudor to discuss staff's findings regarding steps that could be taken to initiate a Countywide room tax and rental license program and to discuss the success of similar programs already in effect in Talbot County and Ocean City.

Mr. Tudor stated that Talbot County has a very specific code section dealing solely with short-term rentals (STRs), which utilizes software developed by Bear Cloud Software at a cost of \$1,250 per month for a total annual cost of \$15,000, to identify STRs and assist the County in licensing, enforcement, tax collection, and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash, and excess numbers of renters. Mr. Tudor stated that Talbot County began using the software in August, 2018, and rental license applications can only be filed during the months of July, August, January, and February, according to their law, so they have not had sufficient time to evaluate the efficacy of the software.

Mr. Thompson stated that the County collects room tax on behalf of the Town of Ocean City, which in spring 2018 mailed approximately 30,000 letters to remind property owners about the town's property rental license program and to encourage compliance. He advised that the letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue.

Mr. Tudor stated that the County does not have a rental license requirement, but rather a requirement in the Taxation and Revenue Article known as a Tourism Permit, which is required for any structure rented or capable of being rented to four or more persons for less than six months. A separate section of the County Code requires the payment of a Hotel Rental Tax (Room Tax) on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Mr. Tudor explained that under the current County Code, the number of combinations of lengths of stay and number of persons can quickly become very confusing, and he cited specific instances in which renting to three people would violate the Zoning Ordinance if the homes were located in the A-1, A-2, E-1, V-1, R-1, R-2, and R-3 Zoning Districts. He noted that, due to the way the County's various codes are written today, it may be counterproductive to hire a software consultant or even send letters to all of the County property owners to increase enforcement or raise awareness of the Tourist Permit and Room Tax requirements until staff can remove all the inconsistencies in the various Codes. He stated that the first step would be to begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of rooms or borders to perhaps as many as four or more persons. Then, the Tourist Permit should be repealed and replaced with a comprehensive rental license requirement, which simply put would require anyone renting a property, regardless of the term, to have a rental license. Mr. Tudor stated that the Room Tax provisions concerning the length of stay could remain as is or be revised to a different length of stay at the Commissioners' discretion. However, there needs to be very clear guidance pertaining to the licensing component, specifically whether the Commissioners wish to address nuisance issues and public safety as part of the rental license; basic safety inspections of rental properties for such things as smoke detectors and required means of egress; an established minimum square footage requirement for sleeping rooms (as Ocean City requires) to avoid overcrowding in these rental units; and increased parking beyond the current Zoning Ordinance standard of two parking spaces per single-family dwelling when the house is used for short-term rentals. He stated that perhaps greater awareness and compliance could be gained if that process could be coupled with an

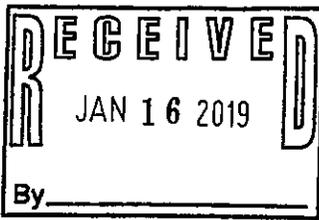
aggressive public outreach campaign, thus saving the County the cost of the software firm initially. He stated that additional staff will be necessary to implement any changes to the existing law, and the number and classification of the staff will be dependent upon the components of the licensing program.

Commissioner Mitrecic made a motion to direct staff to develop the framework for County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals.

Commissioner Bunting stated that any doubts he had initially about instituting this Countywide program were removed after he saw on the internet where one individual owns eight to nine houses in a single subdivision and rents those properties weekly throughout the summer months. Commissioner Bertino stated that homeowners should have the right to rent their properties, without government using it as a new means of reaching into their pockets. In response to a question by Commissioner Church, Mr. Tudor stated that the proposed program would require extensive revisions to the County Code, but with guidance from the Commissioners, staff could develop a framework for their consideration by spring 2019.

Commissioner Church stated that he has received calls from concerned constituents regarding rental properties limited to eight occupants that have housed upwards of 25 people, and a defined rental license program would help assure some much-needed accountability. Therefore he is very much in favor of the proposed program. Commissioner Nordstrom concurred, and he pointed out that private rentals, which currently pay no taxes or licensing fees, compete with area hotels that are paying taxes and licensing fees. In response to a question by Commissioner Elder, Mr. Tudor advised that the County could develop a room tax and rental licensing program that takes into account the different rates that could be assessed between short-term and long-term rentals.

Following some discussion and upon a vote on the motion by Commissioner Mitrecic, the Commissioners voted 5-1-1, with Commissioner Bertino voting in opposition and Commissioner Elder abstaining due to a conflict of interests, for staff to develop the framework for County Code revisions required to remove all of the inconsistencies between the various sections of the County Law and to create a rental license program that would apply to both long-term and short-term rentals for their consideration in April 2019.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
Phil Thompson, Finance Officer *PT*
DATE: January 15, 2019
RE: Countywide Room Tax/Rental License Program

Pursuant to your request, we have jointly worked to gather information and prepare this memorandum relative to the above referenced issues. Specifically, we reviewed the recent actions taken by both Talbot County and Ocean City. Both jurisdictions have had rental licensing programs on the books for a number of years. Talbot County has a very specific code section dealing solely with short term rentals (STRs). On the other hand, Ocean City has a more general approach to rentals. Recently, however, both jurisdictions took action to attempt to enhance revenue collection. Before discussing the specifics of our current law and programs, we will provide a brief discussion of both Talbot County and Ocean City's recent actions.

In June 2018 Talbot County entered into a contract with Bear Cloud Software to develop a software program to assist the County with identifications of STRs. In addition to identifying the properties the software has a number of other features that assist the County in licensing, enforcement, tax collection and nuisance abatement for STRs, including online applications and payments, filing of complaints relative to noise, trash and excessive numbers of renters, etc. It also supports a very robust amount of data collection, information and reports on the rental properties themselves. Talbot County is paying \$1,250 per month for a period of one year for the service, according to the contract. Since the contract for the software was signed at the end of last August and rental license applications can only be filed during the months of July, August, January and February according to their county law, I would not expect that they have had sufficient time to evaluate the efficacy of the software as of yet.

While Ocean City apparently discussed a software solution similar to Talbot County, it is our understanding that to date they have taken a different path. Like Talbot County, Ocean City has had a rental licensing and enforcement program for quite some time. According to conversations with Town staff, in the spring of 2018 they sent out approximately 30,000 letters to remind property owners that the Town had a property rental license program and to encourage compliance. Included with the letters was information regarding the County room tax remittance and contact information for the Maryland State Comptroller's Office with regard to sales and use tax collection and remittance. The letter campaign yielded approximately 500 new licenses and approximately \$70,000 in additional revenue. Although the Town received proposals from firms for software similar to that utilized by Talbot County, with some at considerably greater expense, no further action has been taken at this time.

With regard to our licensing, taxation and zoning regulations on rental properties, I have prepared the attached chart to provide a better picture of the complexities of our system. First, we do not have a rental license per se but rather a requirement in the Taxation and Revenue Article for what is known as a Tourist Permit. These permits are required for any structure rented or capable of being rented to four or more persons for less than six months. Secondly, the Taxation and Revenue Article requires the payment of a Hotel Rental Tax on any structure rented or capable of being rented to one or more persons for not more than four consecutive months. Quite obviously, neither the length of stay or number of renters is consistent between the two provisions. The number of combinations of lengths of stay and number of persons can quickly become very confusing. Take the example of someone renting a room in their home. If they rent to three people for four months and a day, they do not need a Tourist Permit nor are they required to pay Room Tax. Reduce the stay to four months for the same number of people and now they are required to pay Room Tax but still do not need a Tourist Permit. If the homeowner rents to one more person, for a total of four persons, for six months, they do not need a Tourist Permit nor are they required to pay the Room Tax. Reduce the stay by one day and now a Tourist Permit is necessary but the homeowner is still not subject to the Room Tax. On top of all these combinations we have the limitations in the Zoning Ordinance. Take the first example of someone renting a room in their home to three people for four months and a day. As stated before, they do not need a Tourist Permit and are not required to pay Room Tax. However, if they are renting to three people they are in violation of the Zoning Ordinance if the home is in the A-1, A-2, E-1, V-1, R-1, R-2 and R-3 Zoning Districts. If the home is in the R-4 Zoning District they could rent to the three persons as an accessory use. If in the V-1 District they could do so as a Special Exception as a boarding or lodging house but would still not need a Tourist Permit or pay Room Tax. Now if the space had its own cooking facilities and therefore was classified as an accessory apartment, it could be rented to the three persons in all of the aforementioned Zoning Districts. They would not need a Tourist Permit at all and would only need to pay Room Tax if they rented the apartment for four months or less. Add one more person in the accessory apartment, cut the term to four months and now they need a Tourist Permit and have to pay Room Tax but are not in violation of the Zoning Ordinance. We think you can see just how quickly the combinations can get out of hand and how confusing it is.

With the way our various codes are written today, we think it may actually be counterproductive to hire a software consultant or even send letters to all of the County property owners. Our gut instincts tell us that most likely the STRs advertised for rent on various platforms would accommodate at least four persons but would also most likely be located in Zoning Districts other than the R-4 District which would then prohibit the rental entirely unless they are located in an accessory apartment. If we then enforced the terms of the Zoning Ordinance we would most likely significantly reduce the number of units/rooms that could be rented and thus those for which a Tourist Permit could be issued and hence Room Tax collected from property owners. Certainly some property owners may then begin to advertise that they only accommodate two persons or less but of course then they would not be subject to getting a Tourist Permit, making it more difficult to track and collect Room Tax.

Given all of the information above, we believe that before embarking on a program to increase enforcement or to simply raise awareness of the Tourist Permit and Room Tax requirements we should clean up our various codes to remove all of the inconsistencies between the various sections of the law. This would begin with a comprehensive amendment to the Zoning Ordinance to increase the allowable number of roomers or boarders to perhaps as many as four or more persons. Secondly, we believe that the existing Tourist Permit requirement should be repealed and replaced with a comprehensive rental license requirement. Simply put, if you are renting your property, regardless of the term, you need a rental license. The fee could be adjusted for the particular type of license, i.e., short or long term, but there would be a license requirement regardless. The Room Tax provisions concerning the length of stay could remain as it or be revised to a different length of stay at the County Commissioners' discretion. Lastly, while not necessarily a component of the revenue issue, should the County Commissioners see fit to make revisions as outlined above, we believe there needs to be very clear guidance pertaining to the licensing component. Specifically, do the County Commissioners wish to address nuisance issues and public safety as part of the rental license? Should we have basic safety inspections of rental properties for such things as smoke detectors and required means of egress? Should we establish minimum amounts of square footage for sleeping rooms as does Ocean City to avoid overcrowding in rental units? Should there be increased parking requirements beyond our current Zoning Ordinance standard of two parking spaces per single family dwelling when the house is used for short term rentals? Obviously, these changes to the law would require public hearing which may inform a small segment of the property owners but perhaps greater awareness and compliance could be gained if that process could be coupled with an aggressive public outreach campaign. This could save the County the cost of a software firm, at least until we see how things are functioning. In any event, we believe additional staff will be necessary to implement any changes to our existing laws. The number and classification of those staff will be dependent upon the components of the licensing program.

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

APPROVED

Worcester County Commissioners

Date 1/27/19

Approve concept of
rental license 62