AGENDA

WORCESTER COUNTY COMMISSIONERS

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

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

July 20, 2021

Item #

	Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101 nent Center, One West Market Street, Snow Hill, Maryland
9:01 -	Closed Session: Discussion regarding the hiring of an Emergency Communication Specialist Trainee in Emergency Services, a Roads Superintendent in Public Works, and certain personnel matters; consultation with staff about pending or potential litigation; receiving legal advice from Counsel; and performing administrative functions
10:00 -	Call to Order, Prayer (Reverend Stephanie Clayville), Pledge of Allegiance
10:01 -	Report on Closed Session; Review and Approval of Minutes of the June 15, 2021 Meeting
10:05 -	Chief Administrative Officer: Consent Agenda
	(Request to Bid - Navigation Poverty Assistance, Request to Bid - Respite Care Parent Advocate, Public Hearing Request
	erview Mobile Home Park Water and Sewer Amendment) 1-3
10:10 -	Chief Administrative Officer: Administrative Matters
Speed Stu	(Upcoming Board Appointments, Board of Elections Hotel Request, Fire Training Center Use Request, Woodlawn Road dy, Acceptance of Bid for Generator Service, Facility Condition Assessment Proposal, Out of State Travel Request, Special
	uest at Rec Center, Grant Acceptance for South Point Boat Ramp Improvements) 4-12
10:20 -	
10:20	Legislative Session: Public Hearing on Bill 21-6 - Kari's Law; Introduction of Bill 21-7
10.20	Agritourism 13-14
10:45 -	
11:00 -	
11:30 -	
12:00 -	Questions from the Press; County Commissioner's Remarks
	Lunch
1:00 PM -	Chief Administrative Officer: Administrative Matters (If Necessary) 4-12

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

Worcester County's Initiative to Preserve Families

6040 Public Landing Rd. Post Office Box 129 Snow Hill, MD 21863 Telephone: 410-632-3648



TO:	Harold Higgins, Chief Administrative Officer
FROM:	Jessica Sexauer, Director of Local Management Board
DATE:	June 28, 2021
SUBJECT:	Request for Proposal- Worcester Navigation

Attached is the 2022 Local Management Board (LMB) request for proposal in response to the Governor's Office for Children's (GOC) Notice of Funding Availability.

The LMB is requesting proposals from vendors for the development and implementation of the Worcester Navigation program for Fiscal Year 2022. The Worcester Navigation program will provide Worcester County's children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being. Attached please find the Request for Proposal, which includes, program specifics, performance measures, and budget requirements.

Your continued support in serving the children, youth, and families in Worcester County is greatly appreciated. If you have any questions, please do not hesitate to contact me at 410-632-3648.

cc: Weston Young, Assistant Chief Administrative Officer

Enclosures (14)

Worcester County's Local Management Board

Weston S. Young

From:	Lisa Shockley -MDH- <lisa.shockley1@maryland.gov></lisa.shockley1@maryland.gov>
Sent:	Monday, June 28, 2021 5:15 PM
То:	Weston S. Young
Cc:	Jessica Sexauer -MDH-; Christen Barbierri -MDH-
Subject:	*EXTERNAL*:Local Management Board Request for Proposal
Attachments:	Memo to Commissioners.doc; Worcester Navigation RFP.docx; Budget and narrative template.xlsx

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good Afternoon,

The Worcester County Local Management Board would like to submit a Request for Proposal (RFP). Attached please find the request Memo, RFP and budget form. Please advise, if a hardcopy of the request should be

dropped off to the Commissioner's office, in addition to this electronic copy.

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

Thank you,

Lisa

Lisa Shockley

Administrative Specialist II Worcester County Local Management Board 6040 Public Landing Road Snow Hill, MD 21863 410-632-1100 ext. 1217 Lisa.Shockley1@maryland.gov

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Register today for the 2021 Ocean City Out of the Darkness Walk #TogetherToFightSuicide <u>Register HERE</u>





Worcester County's Initiative to Preserve Families

The Local Management Board FY 2022 Request for Proposals for **Worcester Navigation** Release Date: July 20, 2021 Deadline for Submission: August 20, 2021

Worcester Navigation

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Worcester Navigation

Introduction

Local Management Boards (LMBs) were established in the 1990s as part of a State/local collaboration committed to improving the well-being of Maryland's children, youth, and families. The LMBs were created to promote improved, coordinated local decision-making that focuses on results and accountability. The premise was, and continues to be, that health, education, economic, and social outcomes are more likely to be improved if decisions about programs and strategies are made by local jurisdictions with the funding, support, guidelines, and accountability managed by the State.

The jurisdictions, through their LMBs, bring the knowledge of local needs, resources, and strengths. The LMBs bring together public and private agencies, local government, faith-based and civic organizations, families, youth, and community members to develop, implement, and review a community plan. The plan includes strategies to improve outcomes for one or more of the State's Child Well-Being Results¹:

- Babies Born Healthy
- Healthy Children
- Children Enter School Ready to Learn
- Children are Successful in School
- Youth will Complete School
- Youth have Opportunities for Employment or Career Readiness
- Communities are Safe for Children, Youth and Families
- Families are Economically Stable

In fiscal year 2022, the Children's Cabinet encouraged LMBs to focus on the following priorities:

- 1. Reducing the impact of parental incarceration on children, youth, families and communities;
- 2. Reducing youth homelessness;
- 3. Improve outcomes for disconnected/opportunity youth;
- 4. Reducing childhood hunger;
- 5. Increasing opportunities for community-based programs and services for youth (including diversion); and/or
- 6. Preventing out-of-State placements.

For purposes of this Request for Proposal, Worcester County's Initiative to Preserve Families (Worcester County Local Management Board) and the Board of Directors are seeking proposals for Fiscal Year 2022 from providers able to develop and implement a community-based program that will reduce the impact of poverty by increasing opportunities for community based programs and services for children, youth and families in Worcester County. Funding is available to local 501-(c) not-for-profit organizations, faith based organizations, and government agencies who are in good standing with the State of Maryland.

Executive Summary

Worcester County's Initiative to Preserve Families' office is located in the central part of Worcester County in Snow Hill, Maryland. The Worcester County Local Management Board (LMB), Board of Directors is composed of five (5) ex officio members and four (4) at-large members; all of who are committed to improving the well-being and outcomes for children, youth and families in Worcester County.

Mission Statement: The mission of the Worcester County Local Management Board is to achieve a comprehensive system of education, health and human services that effectively and responsibly address the needs of Worcester County children and families through public and private interagency collaboration.

Worcester Navigation

Vision Statement: The Worcester County Local Management Board envisions a caring, compassionate, inclusive community with leadership and government that fosters an environment, which empowers all children, youth and families to thrive.

Brief Description of Program:

The Worcester Navigation program will provide Worcester County's children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being.

Priority Population

Poverty:

The target population will be youth and/or families that are receiving some form of public assistance or those that are living in poverty. Worcester County continues to see high numbers of children and families living in poverty. Worcester County residents, especially in areas of Pocomoke and Snow Hill, have the highest levels of poverty in the area, with 67% and 61%, respectively, of all residents living below the ALICE threshold. Worcester continues to have a high rate of FARMs (Free and Reduced Meals) students, with a reported 43% of the entire student body eligible to receive assistance. Individuals eligible for FARMS are traditionally of a lower socioeconomic status. Community members of this area also face higher levels of unemployment, higher levels of food insecurity and higher levels of child poverty rate.

Racial:

As of 2019, Worcester County's population was 52,276 people. 80% of those individuals identified as Non-Hispanic White, 12.7% as Non-Hispanic Black, 3.7% identified as Hispanic, 1.5% Asian, and 2% as other. Interestingly, Worcester County still faces an unproportioned distribution among its most populated towns and jurisdictions, particularly when it comes to race. In the most populated, year-round residential areas of Ocean City, Ocean Pines and Berlin, the total population amounts to 28,161, which is more than half of the population within Worcester County. That being said, only 8% of the population is Black or African American, and 7% is considered other. In the less populated towns in the county, Snow Hill and Pocomoke, the population is more evenly dispersed racial, with 6,225 residents. In these areas, 40% are Black or African American and 8% considered other. (US Census Bureau; 2020 Worcester County Community Health Assessment; DataUSA).

ACEs:

ACEs are very common and as the traumatic events occur in childhood, it has a detrimental impact on the developing brain. ACEs Study that was done in collaboration between CDC and Kaiser Permanente in 1994 showed that two thirds of the study participants had at least one ACE. And according to 2018 MD BRFSS, the prevalence of ACEs is very common in Adult Marylanders. Around 52% of Worcester County participants had ACEs scores of 1-2, which is much higher than the state prevalence of around 39%. ACEs are found to have a "dose-response" reaction, which means, as the number of ACEs increases, the risk of developing significant health problems increases strongly. However, ACEs can be prevented and can have enormous impact on the health of the community.

Worcester Navigation Program Specific Description

Worcester Navigation will provide children, youth and families with a "no wrong door" approach, providing necessary linkages to services. Families will work with the program coordinator to set goals to improve and make positive changes for their overall health and wellbeing.

Once a referral is received, the Navigator will complete an "Action Plan" with the family within three (3) days of first contact. This "Action Plan" will determine what linkages are needed for the family. Linkages

Worcester Navigation

could include: referrals to food banks; referrals to behavioral health services; transportation; job readiness and employment services; SNAP/TCA benefits; local community college for high education/vocational training; etc. The Navigator will complete these referrals and conduct weekly follow-up with the family to ensure that resources are obtained, and needs are met. Once the family has achieved their goals as outlined in their "Action Plan" the Navigator will close the case. Part of the Navigator's job will be to ensure the thorough documentation is kept.

During the initial contact, the Navigator could conduct an ACEs Screening to determine if behavioral health services are necessary for the family.

Families will have the ability to self-referral. Partnering agencies will also be able to refer to the program, thus ensuring that the "no-wrong-door" approach is supported.

Proposal Specifics

The LMB is asking that interested parties develop a robust, sisynced, concise proposal to reduce the impact of poverty by increasing opportunities for community based programs and services for children, youth, and families through the program entitled Worcester Navigation. Interested parties are encouraged to utilize the nationally recognized, evidence-based model of Family Success Alliance, and the trainings Bridges out of Poverty and Getting Ahead in a Just Getting By World, as references for proposal development. A maximum award of <u>\$112,500</u> is available for the Worcester Navigation program in FY2022, and may be renewed with an annualized budget of up to <u>\$150,000</u> in FY2023 pending availability of funds.

The LMB reserves the right to negotiate the proposed budget with the chosen vendor. Additionally, the LMB reserves the right to award a lesser amount than requested. If a lesser amount is awarded, the applicant will have the opportunity to adjust the scope of the proposal and/or decline funding.

ALL FUNDING IS CONTINGENT UPON AVAILABILITY OF FUNDS AND MAY BE AMENDED TO REFLECT CHANGES IN THE FINAL BUDGET APPROPRIATION BY THE GENERAL ASSEMBLY.

Proposals should consider the following:

- A strong community based, family focused and strength based in philosophy, modality and design
- Priority will be given to proposals that include commitment to utilize appropriate elements of the Family Success Alliance evidence base model
- Priority will be given to proposals that have a location within Worcester County; the selected vendor could potentially have a main office within a neighboring jurisdiction.
- Staff should include at a minimum:
 - Program Coordinator (Navigator); The LMB requests utilizing a program coordinator with experience navigating children and family serving systems of care (i.e.: Department of Social Services, Department of Education, Department of Juvenile Services, Behavioral Health Services, community resources) to help alleviate barriers for children, youth and families
- Proposals must include a detailed description and programmatic outline of how they will provide one-on-one support to families to include:
 - Reaching their specified goals;
 - Connecting with schools, community services and programming; and
 - Bringing family perspectives to help improve services and break down systemic barriers to success.

Worcester Navigation

- Proposals must include a detailed and robust outreach plan with identified referral sources and community partners as well as a non-traditional promotional plan (i.s. Social media, etc.).
- Proposals must include discussion on how the applicant will intentional address race equity issues; Specifically:
 - Provide targeted outreach to Pocomoke and Snow Hill areas which have higher rates of poverty as well as racial disparities
 - Ensure that all staff are trained in Race Equity as well as Social Determinants of Health
 - Ensure that all staff are trained in Bridges Out of Poverty
- Proposals must incorporate intentional efforts to reduce ACEs and increase trauma-informed practices;
- Collaboration of multiple services entities is encouraged.
- Proposals for specific individuals or families will not be considered.
- Proposals sent after the due date will not be considered.

The following are the anticipated performance measures developed for the Worcester Navigation program. These performance measures are subject to change.

Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEM)	Targeted Outcome for FY2022
What/How Much We Do:		
# of families/individuals served by a Navigator	-	A minimum of 15 families
Average number of referrals per family/individual		TBD
How Well We Do It:		
#/% of families/individuals served by community- based options	NUM: # of families/individuals served by community based options	TBD
	DEN: # of families/individuals served by a navigator	
#/% of families/individuals with action plans completed within 3 days of contact	NUM: # of families/individuals with action plans completed within 3 days DEN: # of families/individuals served by a navigator	TBD
Is Anyone Better Off?		
#/% of families/individuals who report increase in self sufficiency	NUM: # of families/individuals who report increase in self/sufficiency	TBD

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	DEN:# of families/individuals served by a navigator	
#/% of families/individuals who report a reduction of food insecurity	NUM:# of families/individuals who report a reduction of food insecurity DEN:# of families/individuals served by a navigator	TBD

The LMB reserves the right to discontinue funding if the program is not meeting deliverables or if funding is withdrawn from the Children's Cabinet.

The LMB does not discriminate on the basis of race, color, sex, age, national origin, religion, disability or sexual orientation in matters affects employment or in providing access to programs.

Selection Schedule

County Commissioners meeting in which the RFP will be released: July 20, 2021.

RFP Question and Answer Session by LMB Staff: Questions will be submitted electronically by COB July 28, 2021. A response will be provided by August 2, 2021.

RFP due to the Worcester County Administration: August 20, 2021 by 1:00 pm.

Evaluation Meeting: Week of August 23, 2021.

County Commissioners meeting to submit vendor(s) selected: September 7, 2021.

Chosen vendor(s) will be contacted by: Letter.

The vendor(s) chosen will be notified by LMB staff by **September 15, 2021**. A follow up meeting will then be scheduled. Vendors are expected to be ready for implementation by **October 1, 2021**.

Interested parties must submit one (1) original and five (5) copies of their proposal to the Worcester County Government by the established deadline of August 20, 2021 at 1:00 pm. The Worcester County Government will ensure that all proposals received by the deadline are given to the LMB. Proposals should be addressed and mailed or hand carried to:

Office of the County Commissioners ATTN: Mr. Weston Young, Assistant Chief Administrator Worcester County Government Center One West Market Street, Room 1103 Snow Hill, MD 21863

Evaluation

The LMB will utilize an Evaluation Committee to review and evaluate each proposal submitted by the guidelines established on the provided evaluation criteria. A total of five members will serve on the RFP panel. The panel will be assigned a facilitator who will assist the group through the process, but will not have a vote. Members of the RFP panel will receive all proposals once they have been received from the County Administrator. Agencies that are submitting a proposal cannot be part of the panel that reviews the proposals. This would prohibit past/present employees of the agency; persons with a current conflict of interest with an applying agency, and present/past board members of an applying agency. This will limit the amount of available volunteers in this small community. *Examples* of persons/agencies we may draw from could include:

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- The Worcester Commission on Aging
- LMB Directors from other jurisdictions
- Clergy
- Representatives from civic groups
- Representatives from SU School of Social Work or professor(s) from WorWic and/or UMES
- Pediatricians
- Representatives from the United Way
- Representatives from the Eastern Shore Community Foundation

The top three (3) proposals (those receiving the highest scores) may be invited to be interviewed by a subset of the panel. This interview will be for the purpose of gathering additional information and negotiating terms of a potential agreement.

Following the rating and rankings and/or the interviews, the panel will meet to obtain consensus on the proposals submitted. Scoring details and notes regarding proposals will be forwarded to LMB staff.

The LMB staff will present the proposals to the Board of Directors for final discussion and considerations to move forward with presenting the selected proposal to the Worcester County Commissioners. Board members can call a motion to recommend changes for the program vendor to consider, but any such change would require a unanimous vote of support by the full Board.

After the LMB Board of Directors has voted to support the selected program vendor, the LMB will then move to follow the Worcester County procurement policy where the selected vendor information will be presented to the Commissioners of Worcester County for approval.

Agencies wanting to appeal a decision reached for this RFP may do so in writing to the LMB Executive Committee within one week of the panel priorities being announced. The Executive Committee will either deny the appeal and inform the petitioner, or forward the appeal for consideration by the full Board. To reverse an earlier decision concerning the RFP made by the panel it will require a unanimous vote by the full Board.

Once the Board of Directors and County Commissioners have approved the selected proposal, the LMB staff will notify all vendors of their status with the proposal. The LMB will contact the selected vendor to meet and prepare program plans and implementation strategies.

Submission Details

All proposals are limited to no more than 15 pages, double spaced, not including title page, abstract, budget, and/or appendices. All proposals should contain the following components:

- 1. Title Page
 - a. The title of the proposal;
 - b. The Strategic Goal Population(s) which will be served
 - c. The name of the organization(s) submitting the proposal
 - d. The name title, and phone number of the contact individual for the proposal
 - e. The name and title of the person overseeing the grant (if different from above)
 - f. The name and title of the person who will manage the fiscal aspects of the grant (if different from above)
- 2. Abstract

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- a. Will summarize the proposal in one paragraph and should not exceed 500 words. Abstract must clearly identify which Strategic Goal Population(s) that the grantee intends to serve.
- 3. Organizations Capacity
 - a. History of the applicant's operation (specific to the proposed project), and demonstrated experience in developing and implementing projects of a similar nature.
- 4. Discussion of Need
 - a. Proposals must clearly identify and define the problem(s). Applications submitted for funding must clearly address the identified Strategic Goal population and explain the need in Worcester County.
 - b. All proposals must clearly indicate that all activities will directly impact Worcester County.
- 5. Narrative
 - a. Proposals must propose a solution to the problem or need based on an evidence based or best practices model.
 - b. Proposals should indicate how the project aligns with the proposed population
 - c. Timetable for implementation, and set expectations all funds will be exhausted by June 30, 2023.
 - d. Clearly indicate what partners are involved in making this program successful.
 - e. Clearly describe a robust and comprehensive outreach plan.
 - f. Proposals are required to clearly define plans for sustainability. Include how the ongoing project will be funded after the grant expires and include in the proposal documentation of the ongoing financial commitment.
- 6. Race Equity:
 - a. Include a discussion of how a focus on racial equity will inform the implementation and outcomes of the program/strategy.
 - b. Include a discussion of the local data with citations.
 - c. Include a discussion of how demographic data will be collected, disaggregated, and utilized to inform future programmatic strategies, including outreach and education.
- 7. ACEs
 - a. Include intentional efforts to reduce ACEs and increase trauma-informed practices
- 8. Two-Generation:
 - a. The program/strategy should propose a clearly-articulated and well-constructed twogeneration approach, with simultaneous interventions directed at both the parent(s) and their child(ren)/youth; demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family.
- 9. Budget
 - a. Proposals must include projected expenses and submit a 12 month budget at \$150,000 AND a 9 month budget at \$112,500. These expenses should include those that are ordinary, necessary and reasonable to the implementation of the award. All other revenue or in-kind support must be explained. Please include budget line items such as personnel costs, operating expenses associated with daily functions, equipment/supplies, staff support and training.
 - b. Complete and accurate budget forms that include a detailed budget narrative for each proposed line item must be included. The budget narrative must include a description of the cost and show the calculation of how the cost was derived. See Appendix B for a budget example.
 - c. Please refer to the Policies and Procedures Manual for Local Management Boards, Section V for unallowable costs: <u>https://goc.maryland.gov/wp-</u> <u>content/uploads/sites/8/2018/03/LMB-Manual-01-01-2018.pdf</u>
 - d. Cost(s) incurred prior to the award of the grant will not be funded.

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Evaluation Criteria

Criteria Categories	Maximum Score
Organizations Capacity: Has the organization clearly articulated their capacity and history of developing, implementing and operating projects of a similar nature?	4
Discussion of Need: Is the problem clearly defined? Is the need clearly identified? Is the population of Families Living in Poverty addressed? Will this program directly impact the children, youth and families in Worcester County?	16
Narrative: Is there clear discussion on how the program will utilize the Family Success Alliance, evidence-based model? Is there a clear indication of how the program will align and impact the Families Living in Poverty population in Worcester County? Is there a detailed and comprehensive programmatic plan, spanning from intake to discharge? Is there a robust and comprehensive outreach plan? Are partners identified? Is there an obtainable timeline for implementation, including usage of funds? Are sustainability plans discussed?	28
Worcester: Is the agency located within Worcester County? Is there clear discussion on how the agency will provide services to all areas of Worcester County?	8
Race Equity: Is there a commitment to providing an equitable program across all races, genders and demographics? Is there a clear discussion of how a focus on racial equity will inform implementation and outcomes based upon local data?	8
ACES/Trauma Informed Practices: Is there a commitment to incorporate intentional efforts to decrease ACES and include trauma informed practices?	4
Two-Generation: Does the program clearly articulate how the program/strategy will provide interventions directed at both the parent(s) and their child(ren)/youth? Does the program demonstrate a clear effort to remove silos and/or create new strategies that involve collaboration and communication between agencies serving different members of the family?	8
Budget: Does the budget include projected expenses?	12

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Is there a budget narrative that includes a description of the cost and the calculation of how the cost was derived? Cash Match?	
Total	88

<u>Budget</u>

A maximum award of \$112,500 is available for the Worcester Navigation program to support a nine month project. A budget of \$150,000 is anticipated for a full 12 month project.

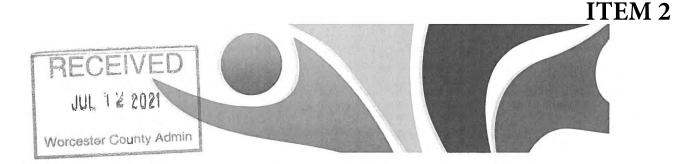
The LMB reserves the right to negotiate the proposed budget with the chosen vendor. Additionally, the LMB reserves the right to award a lesser amount than requested. If a lesser amount is awarded, the applicant will have the opportunity to adjust the scope of the proposal and/or decline funding.

This budget is negotiable between the selected vendor and the LMB. The LMB reserves the right to award a lesser amount than requested. If a lesser amount is awarded, the applicant will have the opportunity to adjust the scope of the project and/or decline funding.

Two (2) extra points will be assigned by the evaluation committee if the budget for the program/strategy demonstrates a cash match of 25% or more of the total funding request for the program/strategy. Eligible cash match does not include in-kind support or funds that are paid/awarded to the program vendor or another third party in support of the program/strategy.

ALL FUNDING IS CONTINGENT UPON AVAILABILITY OF FUNDS AND MAY BE AMENDED TO REFLECT CHANGES IN THE FINAL BUDGET APPROPRIATION BY THE GENERAL ASSEMBLY.

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To:Harold Higgins, Chief Administrative OfficerFrom:Jessica Sexauer, Director of the Local Behavioral Health AuthorityDate:June 8, 2021Subject:Respite Care Parent Advocate

The Worcester County Local Behavioral Health Authority is requesting proposals from qualified organizations to implement Sobriety Treatment and Recovery Teams for children and families in Worcester County.

Please find enclosed a copy of the request for proposal, vendor list, and budget forms needed. Should you have any questions please contact me at 410-632-3366. Thank you for your time and support.

CC: Weston Young

Request for Proposals Sobriety Treatment and Recovery Teams Worcester County Health Department

The Worcester County Local Behavioral Health Authority (WCLBHA), an agency of the Worcester County Health Department, seeks a Peer Support provider for the purpose of hiring a Family Mentor for implementation of Sobriety Treatment and Recovery Team (START) in Worcester County, Maryland. The provider must have a certified peer supervisor to co-supervise the Family Mentor. This grant is to support staff salary for a family mentor, training costs to support certification through the Maryland Addiction and Behavioral Health Professionals Certification Board (MABPCB), equipment needs for the family mentor, and travel related expenses. This grant will assist with the provider's ability to fully implement the evidence based model for START in Worcester County, Maryland. Grant funds are dedicated for services and activities for the START program in Worcester County. The Worcester County Local Behavioral Health Authority requests participation for a minimum of three years.

Proposals will be accepted by the Office of the County Commissioners until Monday, August 23, 2021 at 1:00 PM. One (1) original, and five (5) copies should be addressed and mailed or hand carried to:

Office of the County Commissioners ATTN: Mr. Weston Young, Assistant Chief Administrator Worcester County Government Center One West Market Street, Room 1103 Snow Hill, MD 21863

A pre-proposal conference will be held at virtually through Google Meets, on <u>Monday</u>, <u>August 9, 2021 at 9:00am</u>. <u>https://meet.google.com/qfb-maxz-usb?authuser=0</u>. Please contact Debra Harmon at <u>Debra.Harmon1@maryland.gov</u> to request being added to the virtual invitation.

All contact regarding this Request for Proposals (RFP) should be directed to Debra Harmon at 410-632-1100, Ext. 1230 or <u>Debra.Harmon1@maryland.gov</u>. Thank you for your interest.

Request for Proposals Sobriety Treatment and Recovery Teams Worcester County Health Department

Introduction and Conceptual Overview

The Worcester County Local Behavioral Health Authority (WCLBHA), an agency of the Worcester County Health Department, has received funding for the purpose of hiring a Family Mentor to support implementation of START in Worcester County. The Family Mentor will be hired by the provider, co-supervised with the Worcester County Department of Social Services, and have full time office space at the Worcester County Department of Social Services.

The Sobriety Treatment and Recovery Teams (START) model is an intensive child welfare/peer support and integrated service delivery model. Implementation of the START service model is in response to an increase in the incidence of parental substance use disorder (SUD) and Substance Exposed Newborns (SEN) and the prevalence of SUD-related, child welfare out-of-home care placements in Maryland.

The Local Behavioral Health Authority is seeking a Peer Support provider for the purpose of hiring a Family Mentor for implementation of Sobriety Treatment and Recovery Team (START) in Worcester County, Maryland. The provider must have a certified peer supervisor to co-supervise the Family Mentor.

The Family Mentor should expect to have a maximum caseload of 15 families during anytime with in the fiscal year. The recipient of this grant will be requested to commit to hire and employ one (1) Full Time Equivalent (FTE) START Family Mentor whose role and function is specific and dedicated to START and who meets the minimum qualifications for the Department of Budget and Management (DBM) classification of a Certified Peer Recovery Specialist I or a Certified Peer Recovery Specialist II.

A Family Mentor is a person in long term recovery and has a history with Child Protective Services or has experience with Child Protective Services. The role and function is specific and dedicated to START and who meets the minimum qualifications for a classification of a Certified Peer Recovery Specialist I or a Certified Peer Recovery Specialist II. The position is full time and will is solely located within the Local Department of Social Services (LDSS) and will be co-supervised by the Peer Support provider selected.

In addition to hiring a family mentor, the provider will be expected to participate in supervision, training, and technical assistance, for implementing START in Worcester County, Maryland. Grant funds are dedicated for services and activities that support work of the Family Mentor in the START program. This is a competitive bid process.

Target Population

The Family Mentor will be expected to serve families identified and referred from the Worcester County Department of Social Services.

Services

To be considered, the provider must:

- 1. Provider shall comply with all fiscal and programmatic requirements as they relate to the START Program in the manner prescribed by the Local Behavioral Health Authority and Behavioral Health Administration, this includes budget requests, budget narratives, budget modifications, programmatic issues, and staffing. Provider must be in good standing with the State Comptroller's Office.
- 2. Hire and employ one (1) Full Time Equivalent (FTE) START Family Mentor whose role and function is specific and dedicated to START and who meets the minimum qualifications for the Department of Budget and Management (DBM) classification of a Certified Peer Recovery Specialist I or a Certified Peer Recovery Specialist II.
- 3. Resignation of a Family Mentor should be reported to the WCLBHA withing two business days.
- 4. Provider must submit a contingency plan to Worcester County LBHA to ensure that the requirements will continue until another Family Mentor is hired. Contingency plan is due within 30 days notice of award.
- 5. The Family Mentor position will only work on the START Program and will have a case load of up to 15 families with LDSS case worker and LDSS Supervisor. The START Family Mentor will work on other child welfare cases as referred by the LDSS when possible as agreed on by the Local START team.
- 6. Ensure that (1) FTE Family Mentor is physically located within the Local Department of Social Services (LDSS) full time and is paired with a LDSS caseworker.
- 7. Develop and implement, in collaboration with the LDSS supervisor, a cosupervision plan for oversight, coordination, and supervision of the Family Mentor and START activities.
- 8. The Family Mentor must be supervised by a Registered Peer Supervisor with the selected provider in accordance with the requirements of the Maryland Addiction and. Behavioral Health Professionals Certification Board (MABPCB). The supervision plan will be shared with LDSS. The plan will be reviewed by the provider, WCLBHA and the LDSS
- 9. Ensure that training required for Family Mentor (CPRS) certification is made available to the START Family Mentor, approve training hours in accordance with MABPC requirements, and monitor and support the Family Mentor in meeting (CPRS) certification requirements.

² Page

- 10. Review and approve the START Family Mentor's time sheet, requests for leave and monitor leave balances.
- 11. Facilitate timely communication and coordination of leave requests with the LDSS START Supervisor to prevent any adverse impact on START family participants.
- 12. In collaboration with the LDSS, ensure fidelity implementation of the START model.
- 13. Participate in scheduled START planning, implementation, and evaluation meetings.
- 14. Meet with LDSS no less than once per month for updates/ information sharing that is pertinent to the START Family Mentor and START Program.
- 15. Report required utilization and family mentor activity data and submit the completed form to the University of Maryland Institute for Innovation and Implementation by the 1st of each month.
- 16. Provide a cell phone for the START Family Mentor
- 17. Allow the START Family Mentor access to an agency vehicle or provide the START Family Mentor mileage reimbursement for work-related travel.
- 18. Complete a Quarterly Narrative Report, to WCLBHA on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. July 15
- 19. Complete an Expenditure Report with Back up documentation by the following dates:
 - 1. October 3
 - 2. January 3
 - 3. April 3
 - 4. July 3

The Family Mentor shall:

- Work seamlessly with the Local Department of Social Services/Child Protective Services, provider and with the WCLBHA.
- Support parents to engage in services, identified by the Local Department of Social Services. _
- Support parents/families in recovery services that will address the recovery needs of the family and develop recovery capital for the family.
- Support parents in developing a support system, learning recovery oriented parenting skills, identifying and obtaining needed resources and connecting to the recovery community.__
- Work with the case workers in Local Department of Social Services to deliver intensive case management services in accordance with the START Minimum Work Guidelines._

- Participate in LDSS case staffing, case conferences and family involvement meetings/shared decision-making meetings, START direct line meetings and other meetings as needed to support the START Programs. ____
- Communicate to the LDSS supervisor and caseworker any concerns regarding the safety and well-being of all children.____
- Document case notes for each participant encounter in the child welfare and the LBHA/LAA/LHD electronic case records.

Performance Measures:

- Directly contact in person/ through telehealth services / through phone or by way of various internet meeting platforms 90% of individuals on current caseload._
- Enter 100% of data on current caseload into the Department of Social Services Data System._____
- Enter 100% of required data into the Family Mentor Documentation of Work Activities._
- Refer at least 85% of current caseload to supportive/recovery resources.____
- Refer 100% of case load that need substance use disorder treatment to a licensed substance use disorder (SUD) treatment program for a clinically appropriate assessment at an appropriate level of care._____
- Educate 85% of current caseload with recovery tools/supports to enhance the participant's recovery experience ._____

Availability of Funds

All bids will be conditional based upon the availability of sufficient funds. The annual amount budgeted for direct costs shall not exceed \$67,725 per fiscal year. The award amount for FY2022 will be pro-rated based on the date implementation agreed upon through the award process.

Description of Proposal

The proposal shall adhere to the following format. Pages shall be numbered, and each section shall be divided and labeled including the following sections:

- Section 1 Program Plan Provide a statement of not more than one page outlining how the organization will assure adequate staff availability to participate in training, technical assistance, evaluation and implementation of START in Worcester County.
- Section 2 Scope of Services and Service Delivery Plan

Describe in detail how the program will work to fully implement conditions outlined for hiring the Family Mentor and collaborating with the WCLBHA and Worcester County Department of Social Services to implement the START program.

Section 3 Organizational Capacity Statement

- A. Include the organizational history, nature, and scope of business activities, and organizational structure.
- B. If incorporated, provide a copy of the most current articles of incorporation. Additionally, provide a roster of all members of the organization's Board of Directors, including addresses and telephone numbers.
- C. Include an organizational chart depicting the relationship of the project to the current organization. If organization also offers direct SUD to potential targeted consumers, define the separate organizational relationship of the project to the direct service program(s) under the larger organizational structure.
- D. Describe experience and relevant former activities of the organization, which demonstrate an ability to provide the specific services of the proposed project.
- E. Provide documentation showing the organization is in good standing with the State Comptroller's Office.
- Section 4 Staffing Provide a list of staff and their qualifications. Include positions' description and the total number of full-time equivalents (FTE) and parttime (PT) positions by program area. Include a statement indicating that recruitment, training, and supervision procedures are in compliance with the Equal Employment Opportunity (EEO) guidelines; and the Americans with Disabilities Act (ADA).

Section 5 Financial and Budget

- A. Include audited financial statements, including any management letters, for the past three years. Additional information may be requested.
- B. Provide a line item budget for an amount not to exceed \$67,725 utilizing DHMH Form 432E (Schedule of Consultant Costs) of DHMH Forms 432A-H (Human Service Contract Proposal) including a narrative detailing proposed expenditures.

Selection Schedule

County Commissioners meeting in which the RFP will be released: July 20, 2021. Pre-Proposal Virtual Conference: August 9, 2021 at 9:00 am via google meets (<u>https://meet.google.com/qfb-maxz-usb?authuser=0</u>). RFP due to the Worcester County Administration: August 23, 2021 by 1:00 pm.

Evaluation Meeting: Week of August 23, 2021.

County Commissioners meeting to submit vendor(s) selected: **September 7, 2021.** Chosen vendor will be contacted by: **Letter**.

The vendor chosen will be notified by WCLBHA staff by **September 15, 2021**. A follow up meeting will then be scheduled. Vendors are expected to be ready for implementation by **October 1, 2021**.

Interested parties must submit one (1) original and five (5) copies of their proposal to the Worcester County Government by the established deadline of August 23, 2021 at 1:00 pm. The Worcester County Government will ensure that all proposals received by the deadline are given to the WCLBHA. Proposals should be addressed and mailed or hand carried to:

Office of the County Commissioners ATTN: Mr. Weston Young, Assistant Chief Administrator Worcester County Government Center One West Market Street, Room 1103 Snow Hill, MD 21863

STATE OF MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICES CONTRACT PROPOSAL

A. Vendor Information	:						
Organization:							
Address:							
City:				State:		_Zip Code:	
Contact Person:					Telephone:		
Mailing Address (if oth Federal Employer I.D.:			ority Ent	erprise Yes	No		
Fiscal Year or Period fo	or which Funds a	re Requested:					
Type of Service To Be I Performance Measures				Yes		No	
Area/Jurisdiction To B	e Serviced:						
Does the Organization 1 Are any of the State sup	Do Fundraising:	g used to gen	erate fun	Yes draising doll	ars Yes No	No	
Type of Proposal:	New	One-Time C	Dnly	Renewal		Supplement	
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DHMH 432A (Rev. Feb. 1997)

ITEM 2

Sobriety Treatment and Recovery Teams Vendor List

Atlantic Club

ATTN: Sue Rodden 11827 Ocean Gateway Ocean City, MD 21842

Hudson Health Services

ATTN: Leslie Brown 1505 Emerson Ave Salisbury, MD 21801

Somerset County Health Department

ATTN: Shannon Frey 8928 Sign Post Road, Suite 2 Westover, MD 21871

Wicomico County Health Department

ATTN: Tasha Jamison 108 E. Main Street Salisbury, MD 21801



Department of Environmental Programs

Memorandum

То:	Harold L. Higgins, Chief Administrative Officer	
From:	Robert J. Mitchell, LEHS, REHS/RS	
Subject:	Public Hearing Request Riverview Mobile Home Park Worcester County Tax Map 9, Parcel 268 Case No. (SW-2021-02)	
Date:	July 12, 2021	

The Planning Commission met on July 1, 2021, and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the method of discharge, the proposed infrastructure improvements, and

associated information in The Plan for the Riverview Mobile Home Park.

The amendment, requested by Rauch Engineering, on behalf of the owner of Riverview Mobile Home Park, Jim Latchum, would allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

The Riverview park, located in Bishopville, is in *The Plan* as a multi-use septic system serving the residents of the park. Maximum number of trailers was capped at 66, and they have run between 58-63 units in our historical records and have the ability to add the last system connections. The septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They have conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. There is no guaranteed state funding for pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. This is the only large multi-use septic systems (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

3 - 1

The County Commissioners, after reviewing this request, may approve or disapprove the proposed amendment. Enclosed are the following attachments:

- 1. Environmental Program's transmittal letter and report to the Planning Commission; and
- 2. Minutes for this case before Planning Commission meeting on July 1, 2021.

At his time, we are respectfully requesting the public hearing be scheduled. A draft advertisement has been forwarded to County Administration under separate cover. As always, I am available at any time for the presentation and to answer any questions on this matter.

Attachments

cc: WS File – Riverview Mobile Home Park (SW-2021-02)

Attachment 1 Staff Report to Planning Commission

Riverview Mobile Home Park Request for Public Hearing Case No. SW 2021-02 July 12, 2021



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Morcester County

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

June 24, 2021

WELL & SEPTIC WATER & SEWER PLANNING PLUMBING & GAS CRITICAL AREAS FOREST CONSERVATION COMMUNITY HYGIENE

Worcester County Planning Commission Worcester County Courthouse 1 West Market Street, Room 1201 Snow Hill, MD 21863

> RE: Comprehensive Water and Sewerage Plan Amendment – Riverview MHP (SW-2021-02)

Dear Commissioners:

LAND PRESERVATION PROGRAMS

SEDIMENT & EROSION CONTROL

STORMWATER MANAGEMENT

SHORELINE CONSTRUCTION

ADVISORY BOARD

AGRICULTURAL PRESERVATION

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan* (*The Plan*) amendment to expand the sewer planning area for the Mystic Harbour Sanitary Area in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application for a text amendment and we have attached it.

The amendment, requested by Rauch Engineering, on behalf of the owner of Riverview Mobile Home Park, Jim Latchum, would allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

The Riverview park, located in Bishopville, is in *The Plan* as a multi-use septic system serving the residents of the park. Maximum number of trailers was capped at 66, and they have run between 58-63 units in our historical records and have the ability to add the last system connections. The septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They have conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. There is no guaranteed state funding for pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. This is the only large multi-use septic systems (over 5,000 gpd) that does not have groundwater discharge

Citizens and Government Working Together

WS Amendment Case No. 2021-02

June 24, 2021

permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

The park currently contributes 1,214 pounds of nitrogen annually to the Coastal Bays using Maryland Department of the Environment's (MDE's) nitrogen delivery ratio for systems located within the 1,000 ft critical area. A treatment plant would dramatically reduce this loading to the watershed with the advanced treatment technologies available today. Grants for a system of this size would be very hard to secure. The water quality funding scoring in Maryland is geared towards larger community systems, systems that have failed or need significant repair, or systems under a consent order. This park is currently not under a consent order. A replacement of the system with treatment would be an immense debt burden imposed on the rental rates for the existing park residents. The owner believes that getting additional units for the park within the existing property would assist in spreading the cost of the upgrade to treatment to an affordable price point that would provide a stable future for the park's residents and perhaps add to the park's ability to provide affordable housing for additional individuals and families. They have explored additional onsite testing to expand the septic capability and explored adjacent properties for spray irrigation and have not been able to find or secure these outlets for additional land application of treated effluent.

Since the aforementioned amendment was added to the *Plan*, a discharge permit application is now possible for this property, depending on the conditions included in a discharge permit that the Maryland Department of the Environment (MDE) would process and issue. Within the prior amendment, MDE will also consider the following language in the review of any permit application for this property:

(i) An enhanced level of treatment will be required resulting in a net reduction in nutrient loading to the receiving waterbody.

(ii) The discharge cannot contribute to a degradation of the level of impairment on the receiving waterbody.

This amendment is proposing a community wastewater system served by a wastewater treatment plant with Enhanced Nutrient Removal (ENR) utilizing a packaged Membrane Bioreactor (MBR) type of treatment plant. The applicant is offering that the treatment plant will have a capacity of .03 MGD and will treat the effluent to .3 mg/l TP (Total Phosphorus) and 3 mg/l TN (Total Nitrogen) (Appendix A-4). The final permit limits, as mentioned above, will be decided by MDE, and could be different especially regarding the total phosphorus concentration (TP). This would be in concert with the approved *Plan* text that will not contribute to degradation or level of impairment on the receiving waterbody. They have also offered a comparison of typical effluent concentrations of on-site septic systems, similar to Riverview MHP's existing community multiuse septic system, has discharge concentrations to 14.6 mg/l TP and 55.3 mg/l TN. They have also proposed that the wastewater treatment plant is expected to accept the existing water treatment plant discharge currently discharged to a sedimentation pond adjacent to the plant under as state discharge permit. The inclusion of this wastewater would eliminate the need for the additional discharge permit and the sedimentation pond currently supporting the water treatment plant.

The applicant has detailed Riverview MHP's current water production demand of 7,700 GPD and a calculated average EDU of 117 GPD. They have proffered that the current water system has adequate physical and allocated capacity to meet those needs. The addition of 58 lots would be added to the

WS Amendment Case No. 2021-02 June 24, 2021

water system with an estimated EDU of 150 GPD. This would bring the weighted average EDU to 132 GPD and the total demand for the 124 lots of 16,500 GPD total production.

Currently, the general allocation permit (GAP) for water allocates 15,000 GPD for average daily flow with 22,000 GPD for month of maximum use. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow with 38,000 GPD for maximum month use. Riverview will seek to increase the current GAP allocation of 15,000 GPD to the pre-2014 level of 22,000 GPD. To do that and allow Environmental Programs as the local Approving Authority to sign off on the GAP application, the application has to be in conformance with the *Master Water & Sewerage Plan*.

Comprehensive Plan Policies

The Comprehensive Plan assigns one land use designations for these properties:

1. Existing Developed Area

Existing Developed Centers are defined (p. 13) as follows:

- Existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained.
- Not designated as growth areas, these areas should be limited to infill development.

The Comprehensive Plan has the following relevant excerpts for this proposed amendment:

Chapter One, "Introduction" states:

• Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources" states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).

Chapter Three, "TMDLs" states:

• "all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards." (p.36)

Chapter Five, "Housing" states:

- A goal that "Worcester County residents should be able to live in comfortable, safe, and affordable housing." (p.67)
- Mobile homes should be recognized as an affordable housing alternative and additional park locations should be designated. (p. 67)

Chapter Six, "Public Infrastructure" states:

• Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).

WS Amendment Case No. 2021-02

June 24, 2021

- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Zoning

The *Planning Area* is appropriate zoned for the current and proposed uses planned for the existing sanitary area properties. These properties, carry one zoning designation, R-4 (General Residential District). We would also note that any future expansion will have plan review for construction permitting and a Board of Zoning Appeal application for Special Exception for the Wastewater Treatment Plant construction, which the applicant has already indicated they are aware will be required. The proposed site plan for expansion is included within their application and is subject to local review.

Staff's Comments

Staff comments are submitted below for your consideration.

- 1. This proposal seeks to meet existing housing needs and demand generated by providing a stable future for an existing mobile home park.
- 2. The subject properties are mapped as an IDA (Intensely Developed Area) for the Atlantic Coastal Bays Critical Area, with a very small portion within the LDA (Limited Development Area). Any future construction and/or expansion will be required to comply with the regulations appropriate to these designations.
- 3. This amendment is to permit the wastewater treatment plant and will need to comply with MDE's procedures and state law in the investigation and ultimate approval of a surface water discharge permit.
- 4. This amendment is also to permit the expansion of a water appropriation permit for the water treatment plant and to allow that plant's discharge to be treated by the wastewater plant before discharge.
- 5. Any new development will need to occur in the manner and character of the surrounding neighborhood in existing developed areas. Compliance with local zoning, critical area, storm water and other local and state regulations will be required.
- 6. The prior approved *Plan* amendment has included a condition not to cause an exacerbation of any existing impairments to the receiving waterbody. This particular waterbody, the Bishopville Prong, is impaired for nutrients and the issuance of any future surface water discharge permit cannot contribute to worsening that impairment. Those conditions will be considered in any future MDE review of a discharge permit application for this property that will review those impairments as permit limits and any special conditions are vetted for inclusion in the permit.

WS Amendment Case No. 2021-02 June 24, 2021 If you need further information, please contact us.

Sincerely, Robert J. Mitchell, LEHS, REHS/RS Director

Attachments

cc: WS Amendment File (SW 2021-02)

Attachment 1 Application Materials

Riverview Mobile Home Park Case No SW-2021-02 June 24, 2021



Riverview Mobile Home Park. Bishopville, Maryland Mobile Home Park Lot Expansion and Wastewater Project – Water and Sewer Plan Amendment Application

Riverview Mobile Home Park is located in Worcester County and is made up of Two Parcels, 0268 and 0167, acres adjacent to the Bishopville Prong in Bishopville, MD. Parcel 0268 is 24.32 acres, classified as IDA, and serves as the residential portion of the mobile home park. Parcel 0167 is 6.42 acres, classified as LDA, and houses the water treatment plant and other auxiliary support for the community. Mr. Latchum (Owner) and Riverview Mobile Home Park have previously been "Granted a use of land permit by the Board of Appeals for Worcester County to locate a one hundred and twenty (120) lot trailer park." (Appendix A-1). This use of land permit was "Granted without any required time for completion." (Appendix A-1).

The park has periodically added new lots in accordance with its land grant permit as the capacity to serve new lots with water and sewer has been verified by the County. The most recent expansion to 66 lots was approved by Worcester County Environmental Programs in 2016 (Appendix A-2). This latest expansion has put the park at its maximum capacity with regard to the central sewage system which currently utilizes a series of septic tanks which pump effluent via a force main to tile fields on the West side of the park.

Mr. Latchum proposes to expand the mobile home park to 124 lots (Appendix A-5). This expansion requires an upgraded community wastewater treatment system. To serve the current and proposed lots and reduce the total overall nutrients in the septic effluent, the proposed wastewater treatment system would be an Enhanced Nutrient Removal (ENR) Packaged Membrane Bioreactor (MBR) plant (Appendix A-3). with a point discharge to



the Bishopville Prong, located adjacent to the existing water treatment plant on parcel 0167 (Appendix A-5). This treatment plant will have a capacity of .03 MGD and will treat the effluent to .3 mg/l TP and 3 mg/l TN (Appendix A-4). The typical on-site septic system, similar to Riverview MHP's existing community cluster septic system, treats effluent to 14.6 mg/l TP and 55.3 mg/l TN¹. Additionally, the proposed wastewater treatment plant is expected to accept the existing water treatment plant discharge currently discharged to a sedimentation pond adjacent to the plan under MDE permit 16-DP-2982 and NPDES permit MD2982X09. This would eliminate the need for the discharge permit and the sedimentation pond currently supporting the water treatment plant.

Riverview MHP has a current water production demand of 7,700 GPD and a calculated average EDU of 117 GPD. The current water system has adequate physical and allocated capacity to meet those needs. The addition of 58 lots would be added to the system with an estimated EDU of 150 GPD. This would bring the weighted average EDU to 132 GPD and the total demand for the 124 lots of 16,500 GPD total production. Currently, the GAP allocates 15,000 GPD for average daily flow with 22,000 GPD for month of maximum use. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow with 38,000 GPD for maximum month use. Riverview will seek to increase the current GAP allocation of 15,000 GPD to the pre-2014 level of 22,000 GPD.

¹From Otis, RJ, W.C. Boyle and D.K. Sager, 1974, "The Performance of Household Wastewater Treatment Units Under Field Conditions" Home Sewage Treatment, American Society or Agricultural Engineers Publication, St. Joseph, ML

Application for Amendment of the Comprehensive Water and Sewerage Plan Worcester County, Maryland

Date: 4/19/2021

Applicant (name, mailing address, phone and FAX number):

Contact Person: James Latchum Telephone: 410-770-9081

Riverview Mobile Home Park

Amendment Type: <u>V</u> Water <u>V</u> Sewer Other Amendment Character: _/_ Addition ____ Deletion ____ Change

Please complete all the applicable forms included in this package. If a system does not already exist, the "Existing System" sheet is not required. Include a map of the area to be served at a scale of at least 1" = 2,000'. Return the completed application to:

Department of Environmental Programs 1 West Market Street Room 1306 Snow Hill, Maryland 21863

The fee for major amendment [adding or deleting service capacity or area(s)] is \$500. Minor amendments (not adding or deleting service) are \$100. Note: Modification of this form will void the application.

Property Identification:

Tax Map 0009 Parcel Number(s): 0268/0167 Town/Community Name: Bishopville

Location Description:

Two Parcels of 24.32 and 6.42 acres adjacent to the Bishopville Prong in Bishopville, MD. Parcel 0268 is classified as IDA and serves as a mobile home park and parcel 0167 is LDA.

Property Owner Signature:	 Date:
Applicant Signature:	Date:

(If other than property owner)

Water and Sewerage Plan Amendment Application Worcester County, Maryland

Proposed Uses

* Please provide as much detail as possible on the proposed uses and review Worcester County zoning provisions for permitted uses.

<u>Tax Ma</u>	Parcel	Zoning	Proposed Use*	EDU's Needed (Approx.)
0009	0268/0167	R4	R4	58 (In addition to existing 66)

April 13, 2004 Water and Sewerage Plan Amendment Application Worcester County, Maryland Existing Sewer System

System Parameters

Date: 4-21-21				
System Name: Comm	unity Force Main and	d Septic Tank/	Tile Field	
	Latchum		-	
	atchum			
Priority/Sewer and			-	
Water Plan Category: S-1				
	ew MHP		_	
[Tax Map and parcel(s)] Tax	Map: 0009 Parcela:	0268/0167	_	
		Year		
	2010	2015	2025	
Population served:				
EDU's served	66	66	66	
EDU's unserved	0	0	0	
GPD per EDU	112	126	117	
System capacity				
Demand (MGD)	.0074	.0083	.0077	
Planned (MGD)	.014	.014	.014	
Permitted (NPDES/groundv	vater) .01	.01	.01	
Collection system description to a septic tank and an effluent pum		ving 2 - 5 mol drain filed via	bile homes are conne 1.5", 2", and 2.5" eff	icted luent force r
Treatment Plant				
	16" N 79° 58' 56" W		-	
	nity septic/tile field		-	
Site area (acres): 30.74 Occu			ed area: 20.74	-
Current Capacity (MGD): Se			ced: <u>N/a</u>	
Potential Capacity (MGD): Se			ced: <u>N/a</u>	_
Existing flow (MGD): .0077		Peak:	.009	_
Sludge disposal: Pump	and Haul Septic	Tank	-	
Discharge:				
	Robd			
Type: Community septic/tile to Location: 40° 26' 46" N 79° 58' 5		-		
NPDES/groundwater permit r				

Comments (planned expansion; alteration, abandonment if interim [indicate date], or other changes; problems; etc.)

Riverview Mobile Home Park plans to add 58 lots. The existing tile field will be terminated and removed.

The existing and new flow will utilize grinder pumps in conjunction with new and existing FM to send

sewage to a new ENR treatment plant located on parcel 0167 and adjacent to the existing water treatment plant.

Water and Sewerage Plan Amendment Application Worcester County, Maryland Planned Sewer System

Date:

Area Served:	Riverview N	Aobite Home	Park Parcel 0	268		
Owner:	James Latc					
Operator:	Jaime Latch	านกา				
Population and Capacit	ly	2015	2020	2025	2030	
Population Served (EDI	U):	0	0	124	124	
Population Unserved (E	EDU):	0	0	0	0	_
GDP per EDU:		0	0	133*	133*	_
System Capacity Dema	nd (MGD)	0	0	.0165	.0165	
System Capacity Planne	ed:	0	0	.03	.0100	
Permitted Capacity (MG)D):	0	0	TBD	TBD	
Collection System						
Type (circle one):		Combine	ed	Separate		
Description:		Existing	force main r			rve expansion
and Man of Wassesses to a	to a factorial -			Index Index Idea	Vo Illani (V 90	
condition of I ransmiss	ion tacilities:	Existing	force main is	en hoop ni a	nair and curre	anth annua
condition of Transmiss	ion techities:	Existing (<u>force main i</u>	s in good re	pair and curre	ently serves
condition of Transmiss	ion facilities:	Existing the exist	<mark>force main i</mark> ing 66 mobi	s in good re	pair and curre	ently serves
	ion facilities:	Existing the exist	<u>force main i</u>	s in good re	pair and curre	ently serves
reatment Facility		Existing the exist the expansion	<mark>force main i</mark> ing 66 mobi	<u>s in good re</u> le homes. N	pair and curre	ently serves
Freatment Facility Location (MD coordinate		Existing (the exist the expa Lat: 38.42	force main is ing 66 mobi inded lots.	<u>s in good re</u> le homes. N	pair and curre	ently serves
Freatment Facility Location (MD coordinat Type: Fotal Site Size (acres):		Existing (the exist the expa Lat: 38.42	force main i ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor	s in good re le homes. N 855	pair and curre ew FM will be	ently serves
Freatment Facility Location (MD coordinat Type: Fotal Site Size (acres): Design Flow (MGD)	es):	Existing (the exist the expa Lat: 38.42 ENR MBR	force main i ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor	<u>s in good re</u> le homes. N	pair and curre ew FM will be	e added to ser
Freatment Facility Location (MD coordinat Type: Fotal Site Size (acres): Design Flow (MGD) Existing Flow (MGD): Av	es): /erage:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74	force main i ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor	s in good re le homes. N 855 Ipled by facili	pair and curre ew FM will be	ently serves
Freatment Facility Location (MD coordinate Type: Total Site Size (acres): Design Flow (MGD) Existing Flow (MGD): Av Bludge disposal method	es): /erage:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74 .03	force main i ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor	s in good re le homes. N 855 Ipled by facili	pair and curre ew FM will be ew FM will be	ently serves
Treatment Facility Location (MD coordinat Type: Total Site Size (acres): Design Flow (MGD) Existing Flow (MGD): Av Sludge disposal method	es): /erage:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74 .03 .0077	force main is ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor Occu	s in good re le homes. N 855 Ipled by facili	pair and curre ew FM will be ew FM will be	ently serves
reatment Facility ocation (MD coordinate ype: otal Site Size (acres): lesign Flow (MGD) existing Flow (MGD): Av ludge disposal method lischarge ype:	es): /erage:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74 .03 .0077	force main is ing 66 mobi inded lots. 76 Long: -75.1 Bloreactor Occu	s in good re le homes. N 855 upled by facili Per	pair and curre ew FM will be ew FM will be	ently serves
Freatment Facility Location (MD coordinate Type: Total Site Size (acres): Design Flow (MGD) Existing Flow (MGD): Av Fludge disposal method Hischarge Type: ocation:	es): /erage: l:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74 .03 .0077 Point Discl Bishopville	force main is ing 66 mobi inded lots. 76 Long: -75.1 Bioreactor Occu	s in good re le homes. N 855 pled by facili Per 88 -75.18698	pair and curre ew FM will be by: .016 ik: .009	ently serves
Condition of Transmiss Freatment Facility Location (MD coordinat Type: Fotal Site Size (acres): Design Flow (NGD) Existing Flow (NGD) Existing Flow (MGD): Av Bludge disposal method Discharge Type: Location: IPDES permit # & expire Op., Maint., and Replace	es): /erage: l: ation date:	Existing (the exist the expa Lat: 38.42 ENR MBR 30.74 .03 .0077 Point Disct Bishopville N/a - To be	harge	s in good re le homes. N 855 pled by facili Per 88 -75.18698 pon inclusion in	pair and curre ew FM will be by: .016 ik: .009	ently serves

used for additional 58 lots is 150 GPD per EDU. The existing calculated and weighted flow combined with the estimated GPD per EDU averages out to 133 GPD per EDU with a total annual average daily flow of 16,500 GPD.

April 13, 2004 Water and Sewerage Plan Amendment Application Worcester County, Maryland

Existing Water System

Date: 4/19/2021	
System name:	Riverview MHP
System owner:	James Latchum
System operator:	Jamie Latchum
Priority/Sewer and	
Water Plan Category:	W-1
Service area:	Riverview Mobile Home Park Parcel 0268
	Year
	<u>2015</u> <u>2020</u> <u>2025</u>
EDU's Population serve	
Served	66 68 66
Unserved	0 0 0
GPD per EDU	112 128 117
System capacity	
Demand (MGD)	.0083 .0077 .0165
Planned (MGD)	.015 .015 .022
_	
Production Wells	Well #1 Well #2
Well number:	(<u>WO-81-1182</u>) (<u>WO-88-0114</u>)
Aquifer:	Manokin Manokin
Location:	Parcel 0167 Parcel 0167
Depth:	286' 295'
Diameter:	<u>. 6"</u>
Max. yield:	Number of gallons per minute 26 GPM
Pumping capacity:	average production 6 GPM
Water quality:	High Iron High Iron
The star such	
Treatment	Manadala
Water source:	Manokin Salt Tarata and Oblig in the
Type: Location:	Salt Treatment and Chlorination Parcel 0167
Rated Capacity:	AKA permitted, rated, or design capacity .015 MGD
Average production:	how much a production well can provide on average .0077 MGD
Max. peak flow:	peak hourly demand 1,560 GPH
Storage capacity: Sludge disposal:	
Sinnñe gishossi:	Sedimentation Pond - will be eliminated upon completion of new WWTP

Comments (expansion plans [MGD/dates]; problems; planned

improvements; etc.)

Existing treatment plant and water lines will continue to be used.

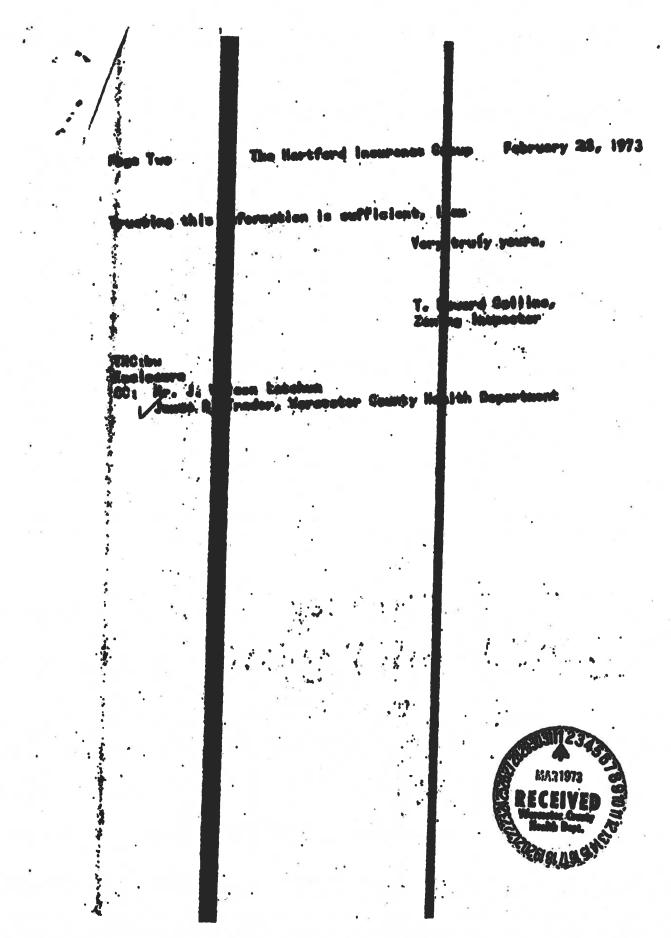
New lines will be added to serve expansion areas. The existing treatment plant can treat the additional volume for the new lots. The current water appropriation is for 15,000 GPD average daily flow. The additional lots are expected to increase the water demand to 16,500 GPD. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow. Riverview will seek to increase the GAP allocation to the pre-2014 level from its current 15,000 GPD.

Water and Sewerage Plan Amendment Application Worcester County, Maryland Planned Water System

Date: System Name: **Riverview MHP** System Owner: **James Latchum** System Operator: **Jamie Latchum** Sewer/Water Plan proposed category: W-1 & W-3 Service area: [Tax Map and parcel(s)] Year 2015 2020 2025 Population 66 66 124 served: (EDU's served) Gallons per EDU: 133 Constructed by: Planned **Distribution System:** 1.5" and 2" water lines made up of existing lines and proposed lines to serve additional lots. System parameters: The Points of Withdrawal are Located at Riverview Mobile Home Park, Shell Mill Road, Bishopville, Worcester County, Maryland. Well location: Well depth/aguifer: 288 & 295 - Manokin Treatment facilities: Salt Purification and Chlorination (Existing) Storage facilities: Na Distribution system: Existing and new 1.5", 2", and 2.5" water lines Pumping capacity: 38,000 GPD System Cost: Funding \$65,000 Proj. Est. source: **Privately Funded** Construction schedule: Start: 3/28/2022 Complete: 7/11/2022 Comments: Agreement, **Policies: Allocation:**

Worcester County Snow Hill, Marylan	Appendix A-1" haning and Zening Committee 21863	ur.	1
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Attestient Bentiegen: Yeur gesetie	, R.J. Lolley - Bend Depart also of February 26th is a	ant placed partially filled	
	a granted a use of land p remoter franky to locate (for party. This persit us	ait by the Beard of aig bundred and tudaty granted without any cast time very little	
has been der of open tret W to have this Supertunet	other the cutting out fo or lote. I have been a truck with the I have been advieted by the puring eighteen (18) trul	peede and the staking Unseeder Gambrillanish that they in in the	• •
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Appendix A-2



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21883 TEL: 410-632-1220 / FAX: 410-632-2012

WELL & SEPTIC WATER& SEWER PLANNING PLUMBING & GAS CRITICAL AREAS FOREST CONSERVATION COMMUNITY HYDIENE

12/1/16

Mr. James Latchum P.O. Box 321 Bishopville, MD 21813

LAND PRESERVATION PROGRAMS

SEGMENT & EROSION CONTROL

STORMWATER MANAGEMENT

SHORELINE CONSTRUCTION

ADVISORY BOARD

AGRICULTURAL PRESERVATION

Re: **Riverview Mobile Home Park** Tax Map 9, Parcel 268 **Bishopville**, MD

Dear Mr. Latchum:

This letter is intended to answer your inquiry regarding expansion of the above referenced mobile home park. Our investigation included visits to the property and review of the file information and supplied records on flow and pumping cycle log information on the current low pressure dosing (LPD) onsite sewage system serving the park.

The park is currently improved with fifty-eight (58) occupied pad sites. We have permitted additional units in the past and the current DHMH mobile home park operation permit is at sixty-three (63) units. The current system, a replacement system installed in 2004, is an LPD system originally sized for 56 units at 250 gpd per unit. The design flow was 14,000 gpd with average flow at 10 gpm and peak at 40 gpm. The absorption area is 14,040 sf with a loading rate of 0.8 gallons/sf/day with the remainder to the first system installed for the park. That is 6 pumps for 6 trenches and the 7th pump overflows to the initial system installed for the park. The dose is designed at up to 936 gallons (12 times a day) with pumping rate of 170 gpm.

The park does not currently have a groundwater discharge permit for the sewage flow from the mobile The park does have a discharge permit for the potable water treatment plant and a water homes. appropriation permit for the water withdrawal. The current county Master Water and Sewerage Plan has the planning figure for the park at a maximum of 66 units.

From your operating records tracking flow over the last five years utilizing the volumes recorded in the annual appropriation reports, it appears flow to the system is 6,760 gpd with a highest average flow in the month of July of 7.772 gpd. You have also shared meter readings for the past year from the pump counters for the components of the LPD system. There was some flow to the overflow system in pump number 7, but there were months that showed no flow at all going to that system.

Citizens and Government Working Together

Riverview MH Park 12/1/16

Based on an examination of the supplied data, our records, and the regulation, the following points are offered:

- Because it doesn't exceed the onsite design capacity, an expansion from the current 58 units to a maximum of 66 units could be accommodated at this time. That is the maximum number of units that could be utilized before other regulatory factors are applied.
- Any expansion which will generate additional wastewater flow will require administration of MDE's current Guidelines for Large Onsite Sewage Disposal Systems with a Maximum Accumulative Flow Greater or Equal to 5,000 Gallons Per Day
- A State Groundwater Discharge Permit will be required for any expansion of the current wastewater flow as the facility maximum daily flow is in excess of 10,000 gpd
- Any expansion of the facility must be in conformance with the Worcester County Master Water and Sewerage Plan, which will require an amendment to the Plan for the expansion.
- Suitable absorptive area required for proposed onsite subsurface systems shall be based on maximum daily flows
- As specified in the Large Flow Guidelines a site evaluation will be needed to expand the current drain field capacity to accommodate additional flow from an expansion of the park. The overall site suitability will be determined in accordance with COMAR 26.04.02 and the County Groundwater Protection Plan (GPR), where applicable. This would include an examination of mounding and nitrogen loading with an hydrologic balance analysis.
- The soil application rate will be based on effluent quality and upon a detailed soil and site evaluation.
- Any increase in flow past the onsite design capacity will require a treatment plant be installed.

You indicated that you or a subsequent owner would like to pursue an expansion of the park to perhaps one hundred (100) units or more. To do that, the above information would have to be considered in developing a work scope for investigating the potential of the property to handle this expansion. The first step would be an evaluation, including onsite testing to investigate the feasibility of adding sewage disposal area to the park. The ultimate absorptive area needed to serve an expanded flow will need to consider the loading rates described in the Code of Maryland Regulation (COMAR) 26.04.02.05 K as part of any site evaluation done for the property. Realizing favorable perc rates will make the search for the ultimate absorptive area needed to service the proposed expansion that much easier. Conversely, having longer perc rates will require more absorptive areas be located to serve the proposed expansion. Locating sufficient absorptive area to serve any proposed expansion that meets setback and other requirements will be very difficult if longer perc rates are encountered in the investigative activities. It would be best to have a consultant run rates and evaluate soil conditions on promising areas within the property as part of the site evaluation process.

This determination did not consider any zoning requirements with the expansion and we suggest you follow up with the Department of Development Review and Permitting for their comments on any expansion plans.

Riverview MH Park 12/1/16

If you have any questions, would like additional information, or would like to discuss this matter further, please contact me at 410-632-1220 x1601.

Sincerely, WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

Robert J. Mitchell, LEHS Director

cc: Property File



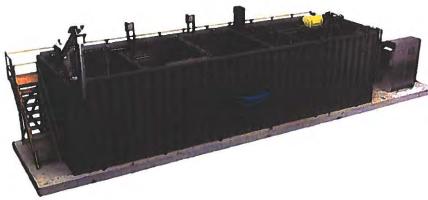
14040 Santa Fe Trail Dr. Lanexa, KS 66215-1284 Phone: (913) 888-5201 Fax: (913) 888-2173



TITAN MBR[™] Budget Proposal:

Appendix A-3

Packaged Membrane Bioreactor April 12th 2021



Project: Riverview MHP

Represented by: Freemire & Associates, Inc



Smith & Loveless Inc.

Understanding Your Treatment System Needs

The water characteristics you provided are summarized below:

Flow Conditions		Site	
Flow (Average):	25,000 GPD	Elevation:	0,500 R.
Flow (Peak Day):	30,000 GPD	Process Blowers:	15 HP (approx.)
Primary Source / Type:	Domestic	Flow Eq Blower (optional):	3 HP (approx.)

Influent Waste Character	istics
BOD5:	52.2 lbs/day
T88:	52.2 lbs/day
TKN:	7.3 lbs/day
TP:	1.7 ibs/day
pH:	6 to 8 pH units
Alkalinity:	300 mg CaCos/L
Min. Water Temperature:	20° C

Effluent Requirements	
BOD5:	5 mg/L
T88:	10 mg/L
TN:	3 mg/L
TP:	0.3 mg/L*
pH:	6 to 8 pH units
Alkalinity (No Less Than):	80 mg CaCos/L

*chemical addition required

BUDGET PROPOSAL

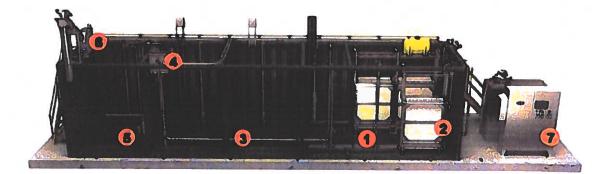
Online: smithandiovoless.com • Phene: 913.000.5201 • FAX: 913.000.2173 © Copyright 2017, All Rights Reserved



Achieving Results

To address the treatment system needs we recommend our TITAN MBR™ system. This system will arrive in a factory-built tank(s) design ready for installation with minor field assembly.

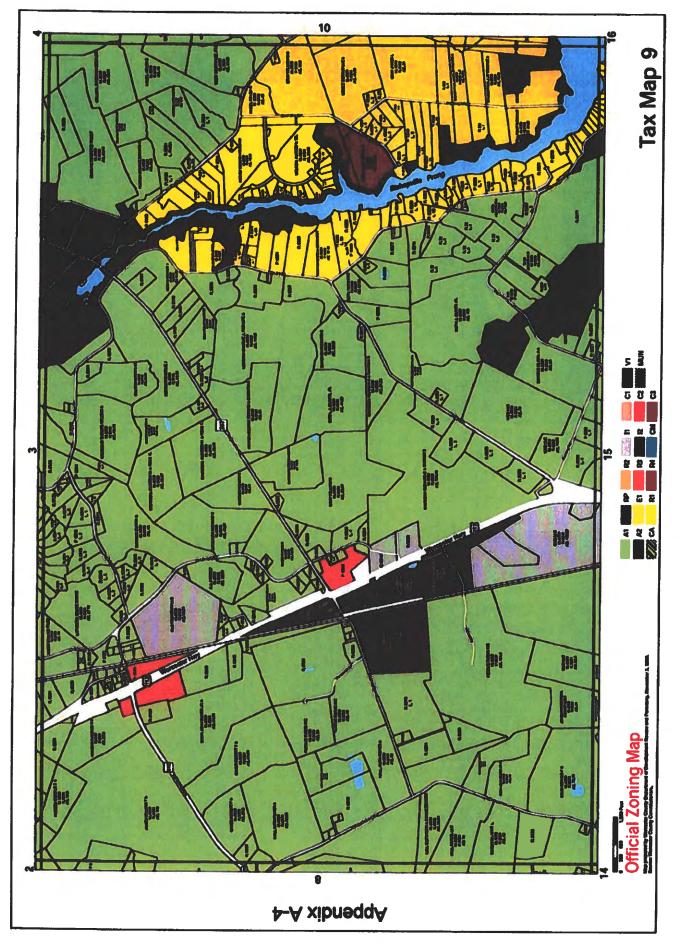
TITAN MBR™ Features

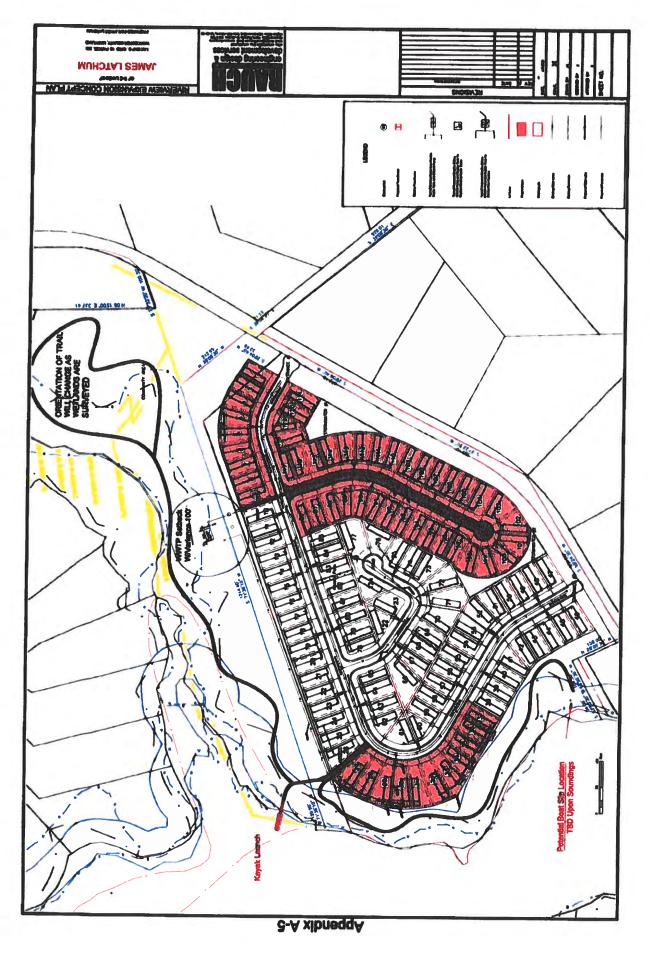


- **MBR (Aeration) Zone (with S&L Membrane Modules)**
- 2 Submerged S&L Flat-Plat Membranes
- Anoxic Zones for Nutrient Removal with Submersible Mixers
- ▲ LIQUIDLIFT™ Automatic Anoxic Recycle System
- **5** Flow Equalization Zone (Optional)
- 6 OBEX[™] Automatic Fine Screening
- QUICKSMART[™] PLC Touchscreen Controls

BUDGET PROPOSAL

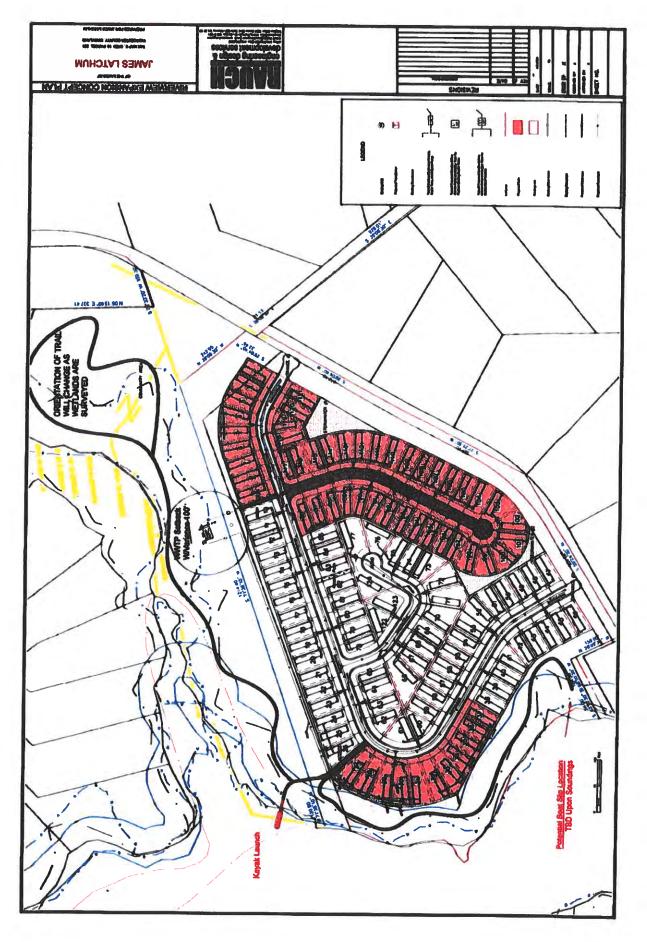
Online: smithandleveless.com + Phone: 013.888.5201 + FAX: 013.680.2173 © Copyright 2017, All Rights Reserved





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Month Jan	E	iver.	Riverview W			5		Bunna	P Water How Data Summary - Year 2020	IC 2020					
	Aumu	lanuary February March	March	April	ł	June	April	August	September	October	Novembe	July August September October November December	2020 Total		2020 Dey
Whiter Treatment Flont Flow Date:					1										-
Total Monthly Water Produced (gal.) 173,	88	273,683 153,004 160,797 176,610 200,415 246,600 234,100 318,733 266,900	160,797	176,610	210,015	246,600	234,100	318,733	266.900	319.500	290,500	291.600	2.822.453	746 Mae	7 667
Less Filter Backwash (Per Dischange Permit) 1,500	8	150	1500	85	951	1500	1500	1500			1500	5		- de ven	
Average Oally Water Produced (gal.) 5,555				5,837			7,508	10.233 8.847			9.633	9 35.8			
Average EDU Seasonally Adjusted 84			2					155	M		146	142	116.63	116.62 @PD/EDU	
							Riverview MHP	с. Т.							

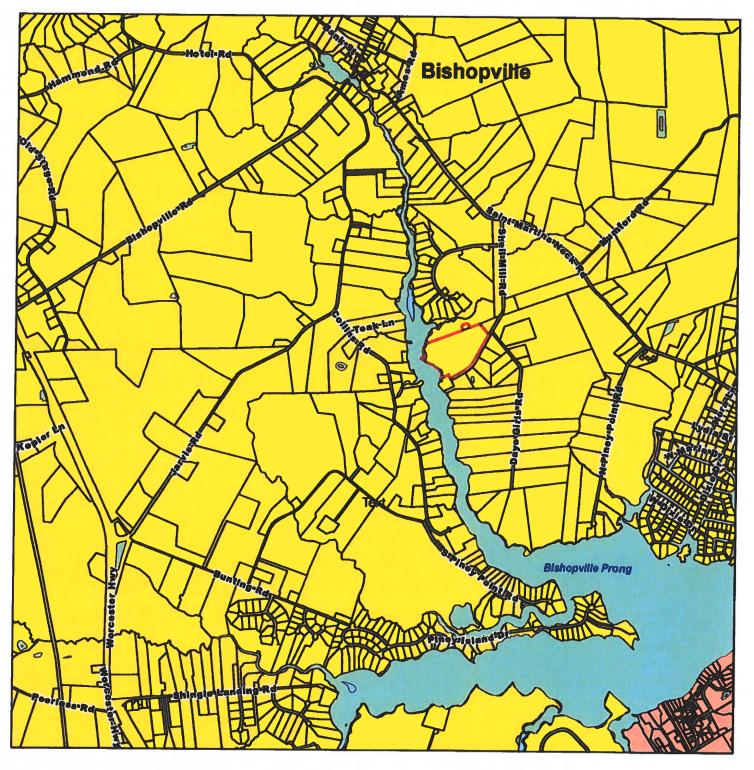


Attachment 2

Maps

Riverview Mobile Home Park Case No SW-2021-02 June 24, 2021

3 - 30





Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.

General Location

Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167

Water and Sewer Amendment Case SW-2021-02



Feet 3 - 31



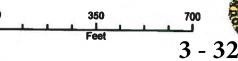


Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.

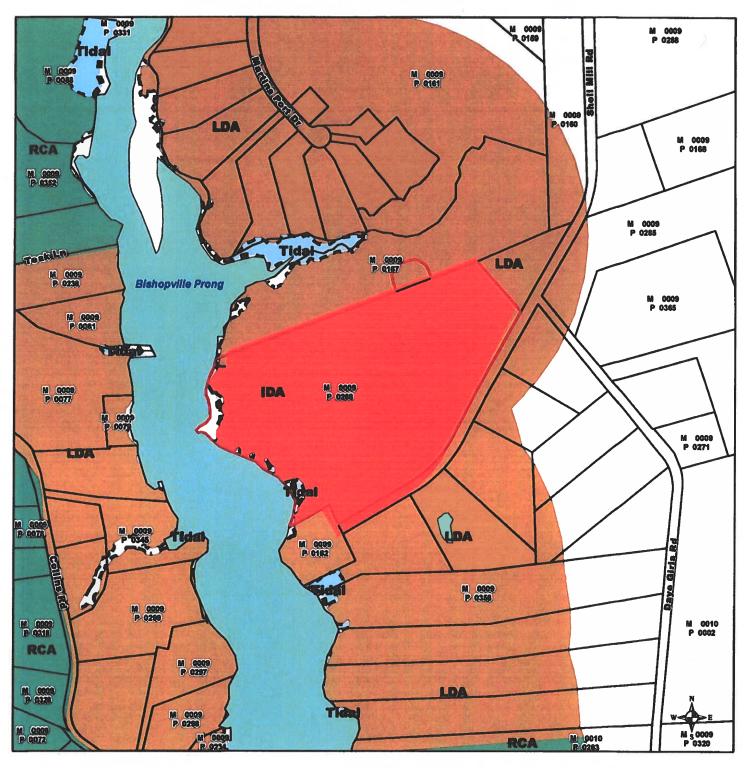
Aerial

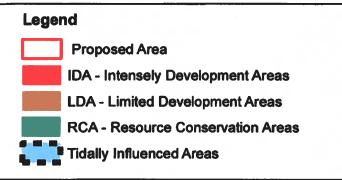
Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167







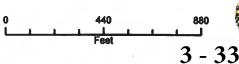


Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.

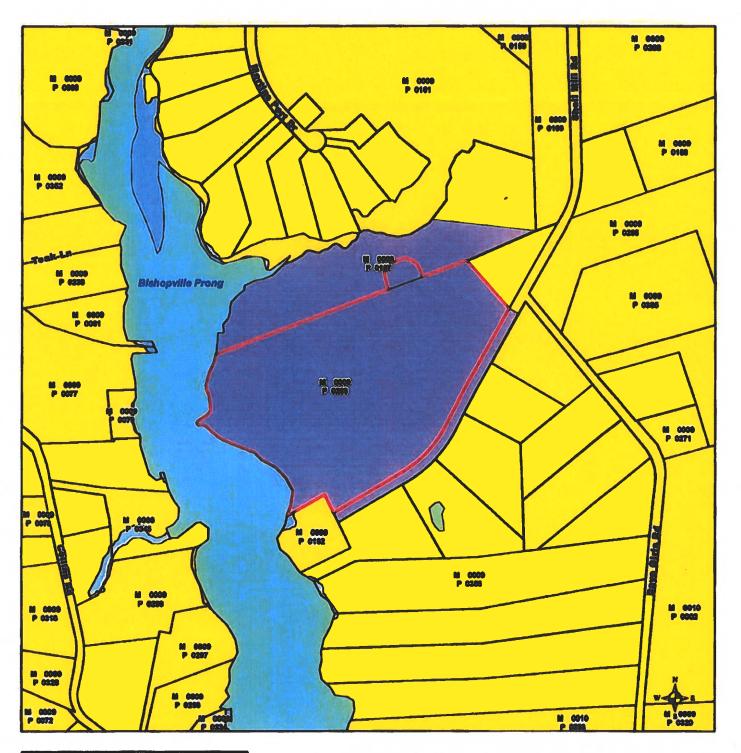
Critical Areas

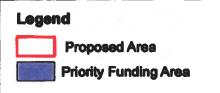
Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167









Prepared by Worcester County Environmental Programs, June 24, 2021 Parosi boundaries are approximate. This map is for planning purposes only.

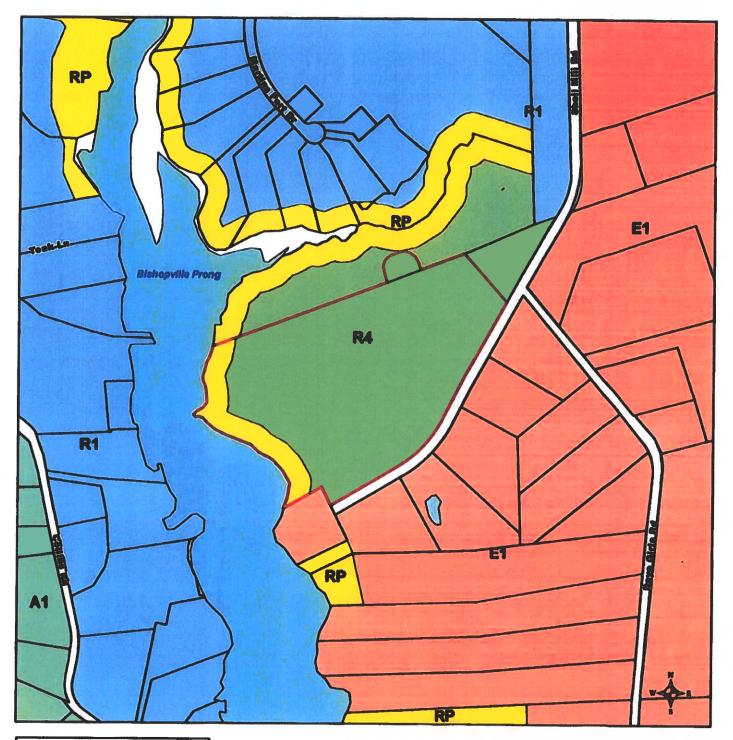
Priority Funding Areas

Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167









Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.

Zoning

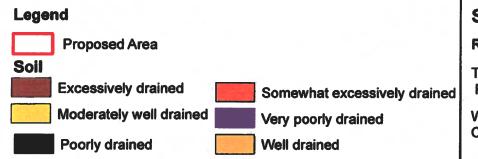
Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167









Soils

Riverview Mobile Home Park

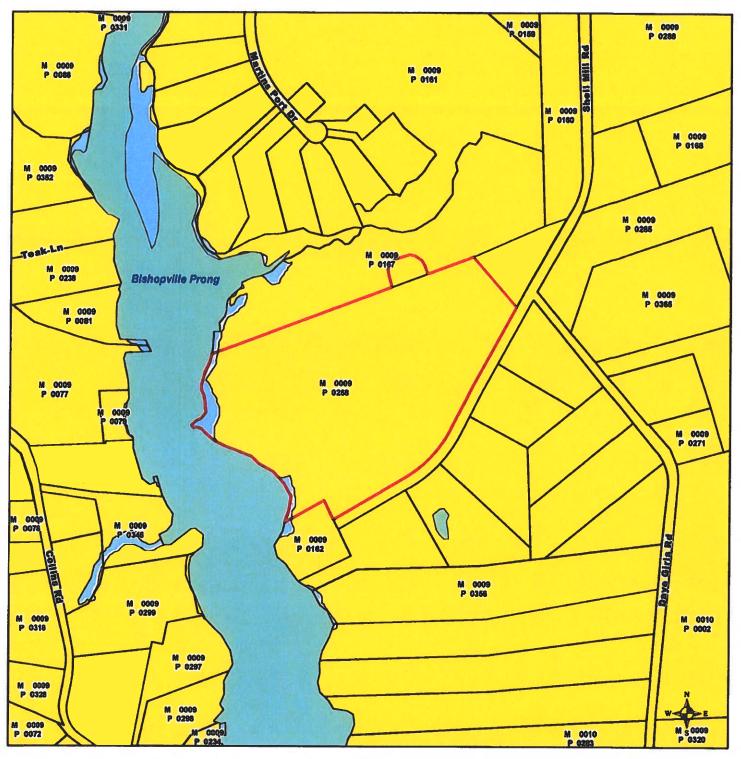
Tax Map: 9 Parcel: 268 & 167

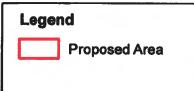


Water and Sewer Amendment Case SW-2021-02



Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.





Sewer Planning Area

Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167

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Water and Sewer Amendment Case SW-2021-02

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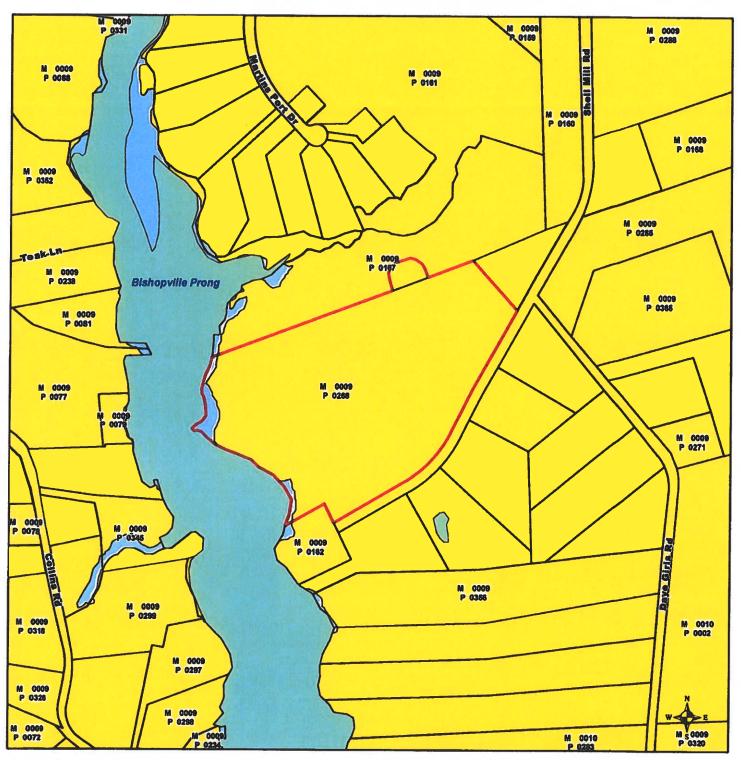
Feet

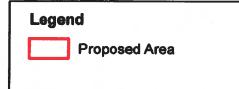


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Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.



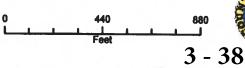


Prepared by Worcester County Environmental Programs, June 24, 2021 Parcel boundaries are approximate. This map is for planning purposes only.

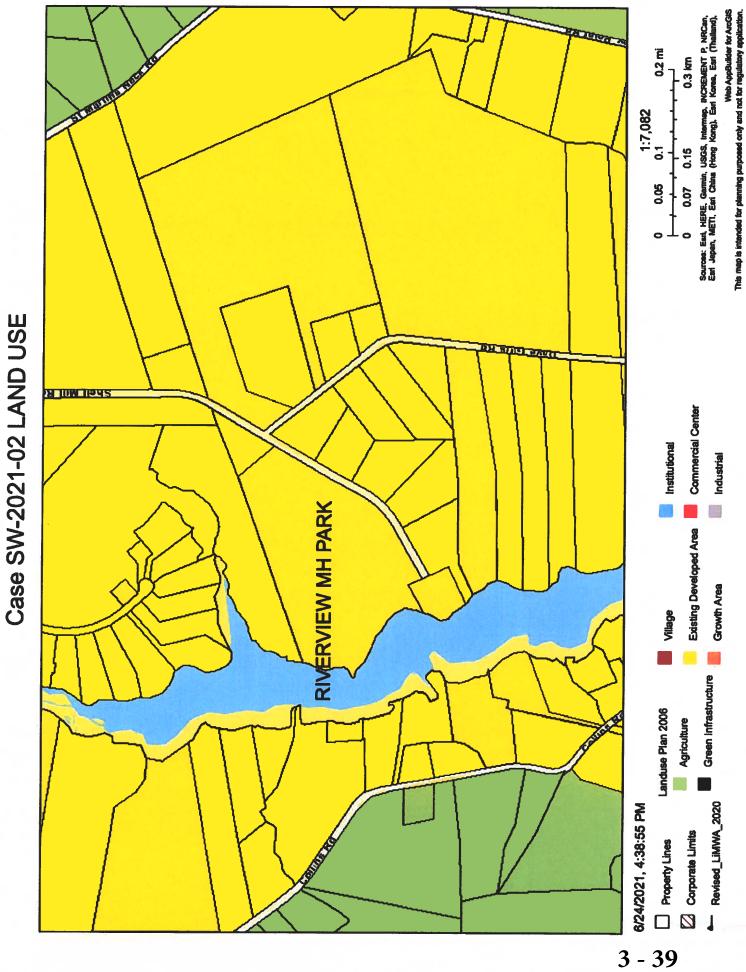
Water Planning Area

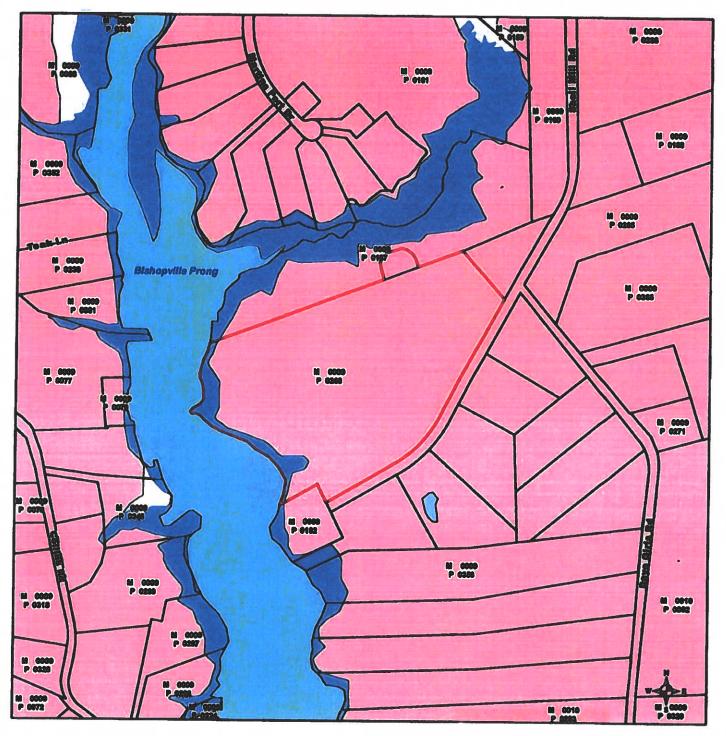
Riverview Mobile Home Park

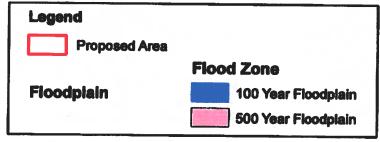
Tax Map: 9 Parcel: 268 & 167











Prepared by Worcester County Environmental Programs, June 24, 2021 Percel boundaries are approximate. This map is for planning purposes only.

Flood Zone

Riverview Mobile Home Park

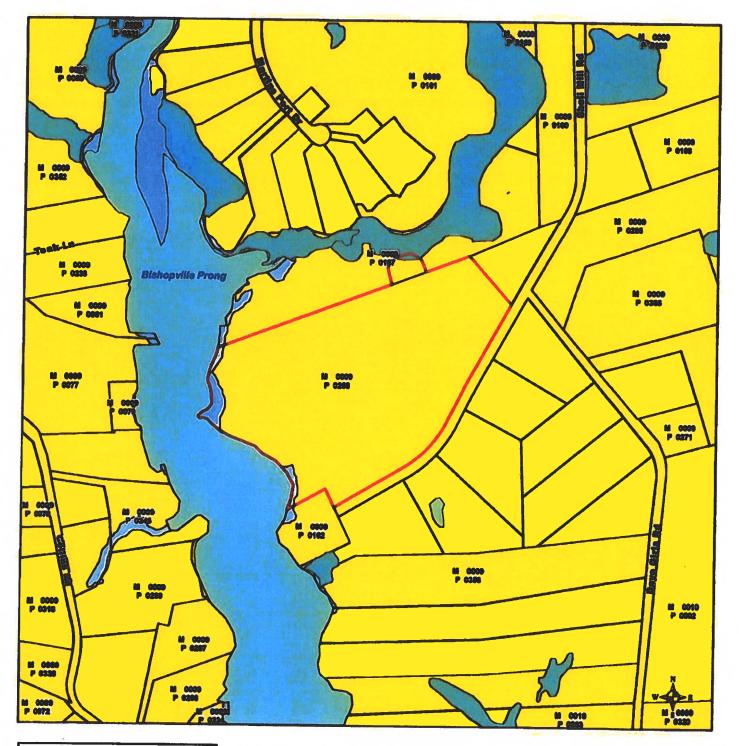
Tax Map: 9 Parcel: 268 & 167

Water and Sewer Amendment Case SW-2021-02





3 - 40





Propered by Worcester County Environmental Programs, June 24, 2021 Percel boundaries are approximate. This map is for planning purposes only.

Wetlands

Riverview Mobile Home Park

Tax Map: 9 Parcel: 268 & 167





Attachment 2

Planning Commission Minutes

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Riverview Mobile Home Park Request for Public Hearing Case No. SW 2021-02 July 12, 2021

3 - 42

III. Comprehensive Water and Sewerage Plan Amendment

A. As the next item of business, the Planning Commission reviewed an application associated with a to expand the service area and convert the manner of discharge with associated water and sanitary system improvements for the Riverview Mobile Home Park in the *Master Water and Sewerage Plan (The Plan)*. The firm of Rauch Engineering submitted the amendment on behalf of the applicant, James Lachum. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant is requesting a revision of service area and other informational changes for the Riverview Mobile Home Park in *The Plan* to allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The drinking water plant for the Park will also have its permitted discharge abandoned and tied into the proposed wastewater treatment plant as well. Mr. Mitchell also reviewed a previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

Mr. Mitchell then reviewed the information details for the existing Riverview park, located in Bishopville, which is in The Plan as a multi-use septic system serving the residents of the park. Maximum number of trailers was noted to be capped at 66, and they have run between 58-63 units in the County's historical records and have the ability to add the last system connections. The current septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They were noted to possess conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. Mr. Mitchell added that in his experience with Water Quality Funding and the Bay Restoration Fund programs in Maryland, there is no guaranteed state funding for the pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. It was also explained that this is the only large multiuse septic system (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

Mr. Clayville asked about the nature of treatment system and could it handle the water plant effluent in the wastewater plant. Mr. Mitchell replied that it would be a part of the design of the wastewater plant (WWTP) and the scale and solids from the water plant effluent would most probably be dropped out into the sludge along with the phosphorus from the wastewater. Either way, the design review that will examine the plant technology and ultimate discharge permitting will be done by the MD Department of the Environment. He also asked about sprinklers and Ms. Keener, Deputy Director of the Department of Development Review and Permitting responded that residential sprinklers would be required for newly constructed and

1

placed units. Mr. Clayville finished with two questions on rezoning requirements and growth allocations. Ms. Keener responded that the proposed additions within the property boundary would not require a rezoning of the property, and Mr. Mitchell responded that the proposed additions would not need a critical area growth allocation. He did add that the proposed improvements would need to go through local site plan approval and abide by critical area and other local and state regulatory and code requirements including seeking a special exception for the WWTP construction from the Board of Zoning Appeals.

Mr. Mitchell finished his review of the staff report noting the consistencies found for such a development within the *Comprehensive Plan* and land use designations, and that the proposed improvements would be permitted in accordance with existing zoning within the property boundaries of the current mobile home park.

Following the discussion, a motion was made by Mr. Clayville, seconded by Ms. Smith, and carried unanimously to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners.

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

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



OFFICE OF THE COUNTY COMMISSIONERS

Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 12, 2021

TO:Worcester County CommissionersFROM:Karen Hammer, Administrative Assistant VSUBJECT:Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (7), which have current or upcoming vacancies (10 total). I have circled the members whose terms have expired or will expire on each of these boards.

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

 Marie Campione-Lawrence (<u>Resigned</u>) - replacement to the Social Services Advisory Board

Vice President Elder – You have One (1) position needed:

• Michael Day to the Tourism Advisory Committee

Commissioner Bertino - You have Three (3) positions needed:

- Cathy Gallagher to the Social Services Advisory Board
- Frederick Stiehl to the Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (Resigned) replacement to the Water & Sewer Advisory Council, Ocean Pines

Commissioner Church - You have One (1) position open:

• Richard Jendrek - passed - Water & Sewer Advisory Council, Mystic Harbour

All Commissioners:

- (2) Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, <u>however</u>, if the Commissioners have someone they'd like to appoint, please advise.
- (1) At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer - (Business – Ocean Pines)

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

All Commissioners:

- (1) Property Tax Assessment Appeal Board Resignation of Mr. Richard Thompson, see attached pages, Mr. Richard Ramsey has submitted his on-line application to the State.
- (2) Water and Sewer Advisory Council Ocean Pines (Frederick Stiehl and Bob Poremski)
- (1) Water and Sewer Advisory Council Mystic Harbour (Passing of Richard Jendrek)

Pending	Board A	ppointments - B	v Commissioner

<u>District 1 - Nordstrom</u>		All District Appointments Received. Thank you!
<u>District 2 - Purnell</u>		All District Appointments Received. Thank you!
<u>District 3 - Church</u>	p. 12	- Water & Sewer Advisory Council, Mystic Harbour Passing of Mr. Richard Jendrek
<u>District 4 - Eder</u>	p. 10	- Tourism Advisory Committee (Michael Day) - 4-year
<u>District 5 - Bertino</u>	p. 8 p. 11	 Social Services Advisory Board (Cathy Gallagher) - 3-year Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year
District 6 - Bunting		All District Appointments Received. Thank you
<u>District 7 - Mitreci</u> c	p. 8	- Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

p. 4	- (2)	- Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of
		Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also
		Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations
		for The Commissioners later this year, however , if the Commissioners have someone they'd
		like to appoint, please advise.
р. б	- (1)	Local Development Council for Ocean Downs Casino (Mark Wittmyer and- At-Large business or institution representative in immediate proximity to Ocean Downs) - 4-year
p. 7	-(1)	Property Tax Assessment Appeal Board – Resignation of Mr. Richard Thompson, see attached pages, Mr. Richard Ramsey has submitted his on-line application to the State.
p. 11	- (2)	Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4- year

p. 12 - (1) Water & Sewer Advisory Council, Mystic Harbour - Passing of Mr. Richard Jendrek

DRUG AND ALCOHOL ABUSE COUNCIL

	Reference:	PGL Heal	th-General, Section 8-1001		
	Appointed by:	County Con	nmissioners		
	Functions:	and the crim	d implement a plan for meeting ninal justice system for alcohol and treatment services.	the needs of the general public and drug abuse evaluation,	
2	Number/Term:		t least 7 At-Large, and 11 ex-officio (a embers serve 4-year terms; Ter	- , , ,	
	Compensation:	None			
	Meetings:	As Necessar	ry		
	Special Provisions:	Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.			
	Staff Contact:	Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038) Doug Dods, Council Chair, Sheriff's Office (410-632-1111)			
	Current Members:				
	Name	Rep	resenting	Years of Term(s)	
	~	<u>At-I</u>	Large Members	Resigned	
(Donna Nordstrom	Know	ledge of Substance Abuse Treatment	* 19-21	
	Eric Gray (Christina Purc	ell) Substa	ance Abuse Treatment Provider	*15-18, 18-22	
	Sue Abell-Rodden	Recip	ient of Addictions Treatment Services	10-14-18, 18-22	
	Colonel Doug Dods	Know	ledgeable on Substance Abuse Issues	04-10 (advisory),10-14-18, 18-22	
	Jim Freeman, Jr.	Know	ledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23	
	Jennifer LaMade	Know	ledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23	
	Mimi Dean	Substa	ance Abuse Prevention Provider	*18-19, 19-23	
	Kim Moses	Know	ledgeable on Substance Abuse Issues	08-12-16-20, 20-24	

Mimi DeanSubstance Abuse Prevention Provider*18-19, 19-23Kim MosesKnowledgeable on Substance Abuse Issues08-12-16-20, 20-24Dr. Roy W. Cragway, Jr.Knowledgeable on Substance Abuse Issues*17-20, 20-24Rev. James JonesKnowledge of Substance Abuse Issues*21-25

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

Ex-Officio Members

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

Updated: May 18, 2021 Printed: July 12, 2021

Donna Bounds

Warden, Worcester County Jail

Ex-Officio, Indefinite

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004	
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements		
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.		
Leslie Brown	Hudson Health Services, Inc.		
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018	
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018	
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018	

Prior Members:

Vince Gisriel Michael McDermott Marion Butler, Jr. Judge Richard Bloxom Paula Erdie Tom Cetola Gary James (04-08) Vickie Wrenn Deborah Winder Garry Mumford Judge Theodore Eschenburg Andrea Hamilton Fannie Birckhead Sharon DeMar Reilly Lisa Gebhardt Jenna Miller **Dick Stegmaier** Paul Ford Megan Griffiths Ed Barber Eloise Henry-Gordy Lt. Lee Brumley Ptl. Noal Waters Ptl. Vicki Fisher Chief John Groncki Chief Arnold Downing Frank Pappas Captain William Harden Linda Busick (06-10) Sheriff Chuck Martin Joel Todd Diane Anderson (07-10) Joyce Baum (04-10) James Yost (08-10) Ira "Buck" Shockley (04-13) Teresa Fields (08-13) Frederick Grant (04-13) Doris Moxley (04-14) Commissioner Merrill Lockfaw Kelly Green (08-14) Sheila Warner - Juvenile Services Chief Bernadette DiPino - OCPD Chief Kirk Daugherty -SHPD

Since 2004

Mike Shamburek - Hudson Health Shirleen Church - BOE Tracy Tilghman (14-15) Marty Pusey (04-15) Debbie Goeller Peter Buesgens Aaron Dale Garry Mumford Sharon Smith Jennifer Standish Karen Johnson (14-17) Rev. Bill Sterling (13-17) Kat Gunby (16-18) William McDermott Sheriff Reggie Mason Colleen Wareing (*06-19) Rev. Matthew D'Amario(*18-21)

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

Updated: May 18, 2021 Printed: July 12, 2021

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

	Reference:	Subsection 9-1A-31(c)	- State Government Article	e, Annotated Code of Maryland
	Appointed by:	County Commissioners	5	
	Function:	impact grant funds from services and improvem	te expenditure of the local eeds for specified public the impact of the video lottery prities of the communities in the	
(Number/Term:	15/4-year term	s; Terms Expire December	31
	Compensation:	None	Enne of the out of the the two second and the second second second second second second second second second s	dist laws.
	Meetings:	At least semi-annually		
	Special Provisions:	the Ocean Downs Vide immediate proximity to	State Delegation (or their of to Lottery Facility, seven re- Ocean Downs, and four bu in immediate proximity to	usiness or institution
			ormation Officer, 410-632- Attorney, 410-632-1194	1194
Current Members: <u>Member's Name</u>				
		Nominated By	Represents/Resides	Years of Term(s)
	Mark Wittmyer	At-Large	Business - Ocean Pines	15-19 Resigned
	Gee Williams ^c	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
	Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
	David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
	Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
	Cam Bunting ^c Matt Gordon D	At-Large ist. 1 - Nordstrom	Business - Berlin	*09-10-14-18, 18-22
	Mary Beth Carozza	ist. I - inordstrom	Resident - Pocomoke	19-22
	•		Maryland Senator Maryland Delegate	14-18, 18-22 18-22
Wayne A. Hartman Charles Otto		Maryland Delegate	18-22	
	Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
	Michael Donnelly	Dist. 2 - Mitrecic	Resident - Ocean City	*16-19, 19-23
	Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
	Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
	Mayor Rick Meeha		Business - Ocean City	*09-12-16-20-24

Prior Members: J. Lowell Stoltzfus ^c (09-10) Mark Wittmyer ^c (09-11) John Salm ^c (09-12) Mike Pruitt ^c (09-12) Norman H. Conway ^c (09-14) Michael McDermott (10-14) Diana Purnell ^c (09-14) Linda Dearing (11-15) Since 2009 Todd Fe

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



PROPERTY TAX ASSESSMENT APPEAL BOARD

	Reference:	Annotated Code	of Maryland, Tax	-Property Article	e, §TP 3-102
	Appointed by:	- Nominees must	list of 3 nominees each fill out a res be submitted 3 m	sume to be submi	
	Function:	Regulatory - Decides on appeals concerning: real property values and assessments personal property valued by the supervisors, credits for various individ and groups as established by State law, value of agricultural easement rejection of applications for property tax exemptions.			
C	Number/Term:	3 regular members Terms Expire Jun	•	ar terms	
	Compensation:	\$15 per hour (ma	aximum \$90 per d	ay), plus travel e	xpenses
	Meetings:	As Necessary			
	Special Provisions:	Chairman to be d	lesignated by Gov	rernor	
	Staff Contact: Current Members:	Ext:112			ers (410-632-1196) Ext:112
Current Members:					
	Steven W. Rakow	Ocean Pin	es	*19-22	
	Arlene C. Page	Bishop		18-23	a 1 1
	Richard Thompson(a Martha Bennett	lternate) Snow Berlin	Hill	*18-23 19-24	Resigned
	C) = Chairman				
	Prior Members:	Since 1972			
	Wilford Showell E. Carmel Wilson Daniel Trimper, I William Smith William Marshall Richard G. Stone Milton Laws W. Earl Timmons Hugh Cropper Lloyd Lewis Ann Granados John Spurling Robert N. McInty William H. Mitchel Delores W. Grove Mary Yenney (98 Walter F. Powers	n (1) III (1) I, Jr. (1) S S Vre II (96-98) es (96-99) 3-03)	Grace C. Purnell (96-0 George H. Henderson, Jr. Joseph A. Calogero (0 Joan Vetare (04-12) Howard G. Jenkins (02 Robert D. Rose (*06-17 Larry Fry (*10-14 alt)(1	(97-06) 4-09) 3-18) 7)	
	* = Appointed to fill an unexpired te	rm			Updated: May 21, 2019 Printed: July 12, 2021

Updated: May 21, 2019 Printed: July 12, 2021

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:

		a construction of the second se	No. of Concession, Name of Con
Member's Name	Nominated By	<u>Resides</u>	Years of Term(s)
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20 Resigned
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 - Comm	issioner	14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22 Resigned
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

Updated: November 17, 2020 Printed: July 12, 2021

Prior Members: (Since 1972)

James Dryden Sheldon Chandler **Richard Bunting** Anthony Purnell **Richard Martin** Edward Hill John Davis **Thomas Shockley** Michael Delano Rev. James Seymour Pauline Robertson Josephine Anderson Wendell White Steven Cress Odetta C. Perdue Raymond Redden Hinson Finney Ira Hancock Robert Ward Elsie Bowen **Fave Thornes** Frederick Fletcher Rev. Thomas Wall **Richard Bundick** Carmen Shrouck Maude Love Reginald T. Hancock Elsie Briddell Juanita Merrill Raymond R. Jarvis, III Edward O. Thomas Theo Hauck Marie Doughty James Taylor K. Bennett Bozman Wilson Duncan Connie Quillin Lela Hopson Dorothy Holzworth Doris Jarvis Eugene Birckett Eric Rauch Oliver Waters, Sr. Floyd F. Bassett, Jr. Warner Wilson Mance McCall Louise Matthews Geraldine Thweat (92-98) Darryl Hagy (95-98) Richard Bunting (96-99) John E. Bloxom (98-00) Katie Briddell (87-90, 93-00) Thomas J. Wall, Sr. (95-01) Mike Pennington (98-01) Desire Becketts (98-01) Naomi Washington (01-02) Lehman Tomlin, Jr. (01-02)

Jeanne Lynch (00-02) Michael Reilly (00-03) Oliver Waters, Sr. (97-03) Charles Hinz (02-04) Prentiss Miles (94-06) Lakeshia Townsend (03-06) Betty May (02-06) Robert "BJ" Corbin (01-06) William Decoligny (03-06) Grace Smearman (99-07) Ann Almand (04-07) Norma Polk-Miles (06-08) Anthony Bowen (96-08) Jeanette Tressler (06-09) Rev. Ronnie White (08-10) Belle Redden (09-11) E. Nadine Miller (07-11) Mary Yenney (06-13) Dr. Nancy Dorman (07-13) Susan Canfora (11-13) Judy Boggs (02-14) Jeff Kelchner (06-15) Laura McDermott (11-15) Emma Klein (08-15) Wes McCabe (13-16) Nancy Howard (09-16) Judy Stinebiser (13-16) Arlette Bright (11-17) Tracey Cottman (15-17) Ronnie White (18-19) Wayne Ayer *(19-20)

* = Appointed to fill an unexpired term

Updated: November 17, 2020 Printed: July 12, 2021



TOURISM ADVISORY COMMITTEE

Reference:	County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03
Appointed by:	County Commissioners
Function:	Advisory Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.
Number/Term:	7/4-Year term - Terms expire December 31st
Compensation:	\$100 per meeting expense allowance
Meetings:	At least bi-monthly (6 times per year), more frequently as necessary
Special Provisions:	One member nominated by each County Commissioner
Staff Contact:	Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

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

Prior Members: Since 1972		
Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	Isabel Morris (11-19)
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term
1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

WATER AND SEWER ADVISORY COUNCIL OCEAN PINES 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:	None
Meetings:	Monthly
Special Provisions:	Must be residents of Ocean Pines Service Area
Staff Support:	Department of Public Works - Water and Wastewater Division John Ross - (410-641-5251)
Current Members:	

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

Prior Members: (Since 1993)

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

* = Appointed to fill an unexpired term

WATER AND SEWER ADVISORY COUNCIL MYSTIC HARBOUR SERVICE AREA

Reference:	County Commissioners' Resolutions of 11/19/93 and 2/1/05
Appointed by:	County Commissioners
Function:	Advisory Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.
Number/Term:	7/4-year terms Terms Expire December 31
Compensation:	None
Meetings:	Monthly or As-Needed
Special Provisions:	Must be residents of Mystic Harbour Service Area
Staff Support:	Department of Public Works - Water and Wastewater Division John Ross - (410-641-5251)
	Appointed by: Function: Number/Term: Compensation: Meetings: Special Provisions:

Current Members:

Member's Name	Resides	Years of Term(s)
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22) Passed
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero^c (05-06) Brandon Phillips^C (05-06) William Bradshaw^C (05-08) Buddy Jones (06-08) Lee Trice^C (05-10) W. Charles Friesen^C (05-13) Alma Seidel (08-14) Gerri Moler (08-16) Mary Martinez (16-18) Carol Ann Beres (14-18) Bob Huntt (*06-19)

^C = Charter member - Initial Terms Staggered in 2005 * = Appointed to fill an unexpired term Updated: December 1, 2020 Printed: July 12, 2021

JUL 07 2021

Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Worcester County Board of Elections 201 Belt Street, Suite C Snow Hill, Maryland 21863-1320

TO: Worcester County Commissioners FROM: Patricia Jackson, Election Director

DATE: July 7, 2021

The Board Members discussed the MAEO Conference at their Board Meeting today. The Conference will be held at the Clarion Hotel in Ocean City beginning August 22nd through August 27th.

Since Worcester County is one of the host counties and will be working at the registration table each morning and afternoon of the Conference, greeting guest speakers and directing them to the necessary conference rooms, working as liaisons between the guests and hotel to resolve any issues or accommodations, necessitating our having to be on site early mornings and later in the evenings; the Board passed a Motion for the County to pay for one hotel room to be shared by Teresa and me.

I realize the County does not normally pay for accommodations for meetings within the County, however, the Board would like to request an exception for this event. They are willing to meet with you to discuss this matter if necessary.

When preparing the FY22 budget, the location of the MAEO Conference was not known, so there are funds available in the FY22 budget (account #

100.1006.7000.100) in the amount of \$7,024 for hotel rooms, mileage, registration and meals. The rate for the hotel room is \$169 per night so the estimate cost of the stay would be around \$890.

Thank you for your consideration.





OFFICE OF THE FIRE MARSHAL

GOVERNMENT CENTER ONE WEST MARKET STREET, ROOM 1302 SNOW HILL, MARYLAND 21863-1249 TEL: 410-632-5666 FAX: 410-632-5664 www.wcfmo.org

MEMORANDOM

DATE: July 7, 2021TO: Harold Higgins, Chief Administrative OfficerFROM: Jeff McMahon, Fire MarshaleRE: County's Fire Training Center

There has been a request from Eckert Fire Tactics, a private fire/EMS training company, to use the County's Fire Training Center on October 8 – 10, 2021. The Pocomoke Volunteer Fire Company, along with the City of Salisbury Fire Department are co-sponsoring a class entitled, "Taking it to the Streets." This training is fire related and will be open to any public safety agency (limited seating) in the tri-state area. This is a paid-for-training course. In lieu of the usage of the Fire Training Center, the company will offer any county Fire and EMS personnel a \$50 discount on enrollment. Out of the 62 available seats, 25 will be held for Worcester County's fire/EMS personnel. The contact from Eckert's will require liability release forms from each participant.

On behalf of the County's Fire Service, I respectfully ask the County Commissioners to approve the usage of the County's Fire Training Center for Eckert Fire Tactics for the October dates noted above.

Jeffrey A. McMahon Fire Marshal

Matthew W. Owens Chief Deputy Fire Marshal





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

MEMORANDUM

TO:Harold L. Higgins, Chief Administrative OfficerFROM:Dallas Baker, Jr., P.E., DirectorDATE:July 12, 2021SUBJECT:Woodlawn Road – Speed Study

The Department conducted a speed study on Woodlawn Road from Thursday, June 10. 2021 thru Friday, June 18, 2021 at the request of Georgina Cathell, an area resident, to address speeding vehicles. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 504
- Average Speed: 22 mph
- <u>85th Percentile</u>: 29 mph
- Vehicles 26 mph and greater: 164 or 32.5%
- <u>Vehicles >1 mph to 25 mph</u>: 340 or 67.5%

Currently Woodlawn Road is not posted; therefore, a speed limit of 50 mph governs. Based on the study, 67.5% of all traffic traveled less than 26 mph. After investigating this request and the area involved, I would recommend that we post this road at 25 mph. This posting would allow the Sheriff's Department to provide enforcement of the speed limit sign in order to control any speeding related issues.

Should you have any questions regarding this study I will be happy to discuss them with you.

Attachment

•

cc: Frank Adkins

DALLAS BAKER JR., P.E. DIRECTOR

JOHN S. ROSS, P.E. DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

Citizens and Government Working Together

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Vorcester County DPW - Roads 5764 Worcester Highway Snow Hill, MD 21863 410-632-2244

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Woodlawn Road Start: 10-Jun-21 9 End: 18-Jun-21	95th	Percent	*	*	*	*	*	*	14	*	38	42	*	33	33	29	33	38	39	28	34	49	*	28	24	*				
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Worcester County DPW - Roads Division 5764 Worcester Highway Snow Hill, MD 21863 410-632-2244

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Vorcester County DPW - Roads L 5764 Worcester Highway Snow Hill, MD 21863 410-632-2244

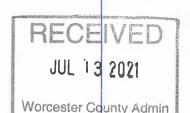
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Worcester County DPW - Roads Division 5764 Worcester Highway Snow Hill, MD 21863 410-632-2244

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TO:

DALLAS BAKER JR., P.E. DIRECTOR

JOHN S. ROSS, P.E. DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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



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

MEMORANDUM

Harold L. Higgins, Chief Administrative Officer Dallas Baker, Jr., P.E., Director Sully Buky FROM: DATE: July 13, 2021 SUBJECT: Service Agreement for Generator Preventative **Maintenance Recommendation**

On Monday, July 12, 2021, bids were received and opened for the 3 year Generator Preventative Maintenance Service Agreement. Attached are the bid forms received for your review and approval. Below is a list of those bids received.

Vendor	Total Bid
Fidelity Power Systems, Seaford, DE	\$36,450.00
Carter Machinery Company, Inc,	\$41,840.00
Ocean City, MD	
J&M Generator Service, LLC, Salisbury, MD	\$43,416.00
Kelly Generator & Equipment, Inc.,	\$68,232.63 (year 1+2)
Owings, MD	\$70,278.80 (year 3)
RTC Generator Services LLC, Ridgely, MD	\$72,625.00

After reviewing all options from the received bids, it is recommended Fidelity Power Systems be awarded this service contract since their overall bid was the lowest along with their hourly rate.

Fidelity Power Systems has performed the generator preventative and repair services for the County for the past three years and has proven to be a reliable company with a qualified staff.

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

Attachments

cc: Derrick Babcock

Competitive Bid Worksheet

Item: Service Agreement for Generator Preventive Maintenance

Bid Deadline/Opening Date: 1:00 P.M., July 12, 2021

Bids Received by deadline = 5

Vendor's Submitting Bids

Total Bid Price

· per year

8,232.63 year 1+2 D,278.80 year 3

Carter Machinery Company, Inc. 12904 Sunset Avenue Ocean City, Maryland 21842

RTC Generator Services LLC PO Box 721 Ridgely, Maryland 21660

Fidelity Power Systems 25600 Business Park Drive Seaford, Delaware 19973

J&M Generator Service LLC 4334 Allen Road Salisbury, Maryland 21801

Kelly Generator & Equipment 1955 Dale Lane Owings, Maryland 20736

WORCESTER COUNTY COMMISSIONERS SERVICE AGREEMENT FOR GENERATOR PREVENTATIVE MAINTENANCE BID FORM

We submit bids, reflecting the cost of the contract on an annual basis, for preventative maintenance on the following generators:

				12 I L I I I
	Ocean Pines W/WW	31 generators	Bid \$_	3,950,00
	River Run	4 generators	Bid \$	1,800.00
	West Ocean City Service Area	5 generators	Bid \$	2,250,00
	Nantucket Point Service Area	1 generator	Bid \$	450.00
	Newark Service Area	1 generator	Bid \$	450,00
Х	Mystic Harbor Service Area	11 generators	Bid \$	4.950.00
	Light House Sound	1 generator	Bid \$	450,00
	Glen Riddle	6 generators	Bid \$	2,700.00
	The Landings	2 generators	Bid \$	900,00
	Assateague Point	1 generator	Bid \$	450.00
	DPW – Roads Division	1 generator	Bid \$	450.00
Х	Emergency Services	8 generators	Bid \$	3,600.00
	Courthouse	1 generator	Bid \$	450,00
	Health Department	2 generators	Bid \$	900.00
	Recreation Division	1 generator	Bid \$	450.00
	Fire Training Center	1 generator	Bid \$	450.00
	Detention Center	2 generators	Bid \$	100.00
	Charles & Martha Fulton Senior Ctr.	1 generator	Bid \$	450,00
	Northern Worcester Senior Center	1 generator	Bid \$	450.00

TOTAL BID

\$ 36,450,00 per year

Please submit hourly rates for additional and emergency repairs.

Hourly Rate: \$ 115.00	Travel Rate: 🐔	2.00/per mile	Portal	to portal

After Hours/Saturday Rate: _______ 172.00

Legal Holidays/ Sunday Rate: \$230.00

Please note below any special conditions or terms:

Na

Stan Randall Account Manager



25600 Business Park Drive Seaford, DE 19973 302.536.7655 | 800.787.6000 Cell: 443.807.8538 Fax: 302.536.7487

srandall@fidelity-ps.com fidelitypowersystems.com

Spa

BID MUST BE SIGNED TO BE CONSIDERED.

Date: 6-18-21 Signature: At-Milel Printed Name: Sten Ran dall Fidelity fower systems Firm: Address: 25600 Business Park DR Sea Port, DE 19973 Telephone: 443-807-8538 410-771-9412 Fax: E-Mail: <u>Spandall @ Fidelity-PS.com</u> All Comer case

WORCESTER COUNTY COMMISSIONERS SERVICE AGREEMENT FOR **GENERATOR PREVENTATIVE MAINTENANCE BID FORM**

We submit bids, reflecting the cost of the contract on an annual basis, for preventative maintenance on the following generators:

Ocean Pines W/WW	31 generators	Bid \$	1636100
River Run	4 generators	Bid \$	170602
West Ocean City Service Area	5 generators	Bid \$	25060
Nantucket Point Service Area	1 generator	Bid \$	65002
Newark Service Area	1 generator	Bid \$	54300
Mystic Harbor Service Area	11 generators	Bid \$	55312
Light House Sound	1 generator	Bid \$	46800
Glen Riddle	6 generators	Bid \$	27834
The Landings	2 generators	Bid \$	17234
Assateague Point	1 generator	Bid \$	46190
DPW – Roads Division	1 generator	Bid \$	46100
Emergency Services	8 generators	Bid \$	226902
Courthouse	1 generator	Bid \$	83102
Health Department	2 generators	Bid \$	109600
Recreation Division	1 generator	Bid \$	7640
Fire Training Center	1 generator	Bid \$	67202
Detention Center	2 generators	Bid \$	1831
Charles & Martha Fulton Senior Ctr.	1 generator	Bid \$	6710
Northern Worcester Senior Center	1 generator	Bid \$	590.00
			2.22

TOTAL BID

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Bid \$_	46800
Bid \$_	27834
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Bid \$	1831
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Please submit hourly rates for additional and emergency repairs.

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Hourly Rate: $\frac{9}{164^{\frac{10}{2}}}$			Travel Rate:	1370
After Hours/Saturday Rate:	\$	24600		
Legal Holidays/ Sunday Rate:	\$	328 <u></u>		
Please note below any special	con	ditions or 1	erme	e ^t



Rob Haberkorn Product Support Representative

Carter Machinery Company, Inc. 12904 Sunset Avenue Ocean City, MD 21842 410-213-9373 branch Rob_Haberkorn@CarterMachinery.com www.CarterMachinery.com

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443-324-4258 mobile

BID MUST BE SIGNED TO BE CONSIDERED.

ilali	
Date: 6/21/0/	Signature:
1 1	
	Printed Name: Koh Habekun
	Firm: CARTER Machinery
20/202	p_{α} (α (Λ
	Address: 12904 JUNEET HVE
	Ocean City, Md
	Telephone: 443-324-4258
	Telephone:
	Fax:
	E-Mail: Nob-haber Kern Parter machinery, Cour

WORCESTER COUNTY COMMISSIONERS SERVICE AGREEMENT FOR GENERATOR PREVENTATIVE MAINTENANCE BID FORM

We submit bids, reflecting the cost of the contract on an annual basis, for preventative maintenance on the following generators:

Ocean Pines W/WW	31 generators	Bid \$ 16,709.00
River Run	4 generators	the second state of the se
West Ocean City Service Area		Bid \$_2,156.00
	5 generators	Bid \$ 2,695.00
Nantucket Point Service Area	1 generator	Bid \$_539.00
Newark Service Area	1 generator	Bid \$ <u>539.00</u>
Mystic Harbor Service Area	11 generators	Bid \$ 5,929.00
Light House Sound	1 generator	Bid \$ 539.00
Glen Riddle	6 generators	Bid \$ 3,234.00
The Landings	2 generators	Bid \$ 1.078.00
Assateague Point	1 generator	Bid \$ 539.00
DPW – Roads Division	1 generator	Bid \$ 539.00
Emergency Services	8 generators	Bid \$ 4,312.00
Courthouse	1 generator	Bid \$ 539.00
Health Department	2 generators	Bid \$ 1,078.00
Recreation Division	1 generator	Bid \$ 539.00
Fire Training Center	1 generator	Bid \$ 539.00
Detention Center	2 generators	Bid \$ 1,078.00
Charles & Martha Fulton Senior Ctr	. 1 generator	Bid \$ 539.00
Northern Worcester Senior Center	1 generator	Bid \$ 539.00

TOTAL BID \$ 43,416.00

Please submit hourly rates for additional and emergency repairs.

Hourly Rate: 120.00		Travel Rate:	NONE	_
After Hours/Saturday Rate:	180.00			
Legal Holidays/ Sunday Rate:	180.00			
Please note below any special	conditions of	or terms:		
NONE				

BID MUST BE SIGNED TO BE CONSIDERED.

Signature: Jahn Angent

Printed Name: JOHN G. HENGEMIHLE

Firm: J & M GENERATOR SERVICE LLC

Address: 4334 ALLEN RD.

SALISBURY MD. 21801

Telephone: 410-726-3976

Fax:

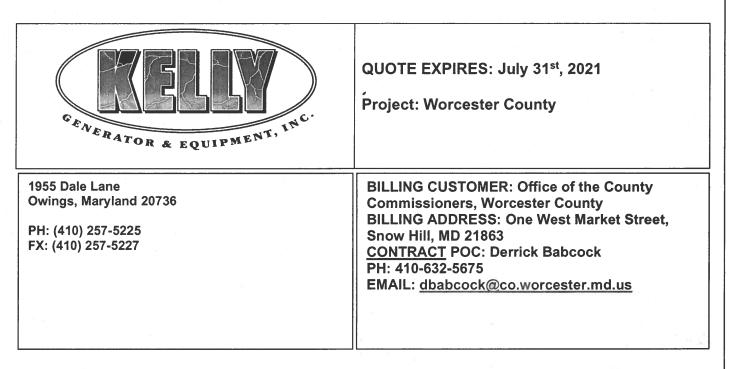
: 443-944-8063

E-Mail: hengemihlejohn@gmail.com

ITEM 8

Date: 7-12-2021

QUOTE FOR GENERATOR MAINTENANCE AGREEMENT



This Maintenance Agreement (hereinafter "Agreement") defines maintenance services to be provided by Kelly Generator and Equipment, Inc. (hereinafter "KG&E") to maintain emergency generator equipment for <u>Worcester</u> <u>County (hereinafter "Customer") at multiple locations (see below).</u>

1 This Agreement applies to maintenance services only. Any quoted parts or repairs provided are outside the scope of this Agreement. Pricing is based upon all services being performed during normal business hours, Monday – Friday, 7:00 a.m. – 3:30 p.m. Load banking priced to be performed during scheduled planned maintenance (if applicable). Hazardous waste disposal fees are not included under this Agreement except for routine disposal of standard filters and oil. KG&E reserves the right to refuse to perform service if KG&E determines unsafe conditions exist at the site or with the equipment.

2 All pricing shall be based upon information provided to KG&E by the Customer. Pricing is subject to change if (a) KG&E scope of work is impacted by inaccurate information provided by the Customer; or (b) KG&E encounters concealed or unforeseen site conditions requiring modification of the scope of work. Any information provided to KG&E by the Customer that is intentionally inaccurate or falsely represented shall allow KG&E the option to void the Agreement.

3 Customer warrants that equipment covered by maintenance agreement is operational and in good working condition at inception of agreement. In the event this warranty is breached, KG&E shall be entitled to a change order for additional time and materials incurred as a result thereof.

4 Emergency Service: Emergency service between scheduled service dates will be provided at rates in effect at the time of service for labor, parts and travel. Travel rates shall apply only for travel to locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost.

5 This is a thorough inspection and reporting service. It is intended to replace the Customer's regular planned maintenance program, except for daily and weekly inspections and battery maintenance by the customer. Insofar as practical, KG&E shall maintain a complete service history and necessary drawings and service procedure data for reference in service of the equipment. It is agreed that the Agreement covers only those items as outlined and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third party, forces of nature, alteration of equipment, or improper operation. It may be terminated at any time by either party upon thirty days' written

Kelly Generator & Equipment, Inc.

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Sales • Service • Parts • Rentals

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QUOTE FOR GENERATOR MAINTENANCE AGREEMENT

hotice, or other notice as required by law addressed to the last known address of the other party, and no claim for damages on account of such termination shall arise from either party. 6 Payment and Collection:

A. This Agreement may be withdrawn by KG&E if-not accepted within 30 days.

B. Net 30 payment terms shall apply upon completion and approval of credit application; otherwise payment terms shall be COD; Applicant agrees to pay a service charge at the rate of 1.5% per month (18% per annum) or the prevailing interest rate, whichever is higher, on all past due unpaid balances owed to Kelly.
C. In the event KG&E brings suit to enforce this agreement, it shall be entitled to an award of reasonable attorney fees and litigation expenses incurred to enforce this Agreement, including the collection of past due accounts.

D. Maryland law shall apply to the interpretation and enforcement of this agreement. The exclusive forum for all litigation involving the interpretation of this Agreement shall lie in the Circuit Court or District Court of Maryland for Calvert County.

E. EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING TO ITS SUBJECT MATTER.

F. KG&E reserves the right to suspend performance of this Agreement in the event the Customer is past due on the payment of its account.

7 Additional contract terms and/or conditions:

- A. This term of this Agreement shall commence on the date the Agreement is signed by the Customer and shall renew automatically every year at the anniversary of the commencement date above unless cancelled by either party with 30 days' prior written notice as per above.
- B. Failure to provide 30 days' written notice of cancellation will result in a 20% parts restocking fee.

C. KGE reserves the right to adjust pricing at the anniversary date up to 5% without further written notice.

D. This Agreement may only be amended in a writing signed by the parties.

E. <u>Survival</u>. Any of the terms and covenants contained in this Agreement which require the performance of either party after the Expiration and/or Termination shall survive the Expiration and/or Termination of the agreement.

F. <u>Waiver</u>. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision. G. <u>Assignment</u>. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. <u>Entire Agreement</u>. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

I. <u>Agreement Binding</u>. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

J. <u>Good Faith. Cooperation and Due Diligence</u>. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent. K. <u>Counterparts</u>. This Agreement may be executed in several counterparts and all so executed shall

constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

Kelly Generator & Equipment, Inc.

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QUOTE FOR GENERATOR MAINTENANCE AGREEMENT

1. Planned Maintenance Only (SEMI-ANNUAL): Provided pricing for SEMI-ANNUAL maintenance to be performed		
during normal working hours (Monday – Friday, 7:00 a.m. – 3:30 p.m.) per the agreement. Price includes all travel costs, labor, parts and materials for the performance of maintenance listed in the agreement for the full contract term, unless otherwise noted. Provide emergency response within next business day (travel, parts, and labor billed separately). Pricing based on generator(s) being located on ground level and easily accessible. Rooftop or difficult to reach	Price: *\$6	8,232.6
generators will carry a surcharge based on KW size.		
(EAR 2 PRICING		
 Planned Maintenance Only (SEMI-ANNUAL): Provided pricing for SEMI-ANNUAL maintenance to be performed during normal working hours (Monday – Friday, 7:00 a.m. – 3:30 p.m.) per the agreement. Price includes all travel costs, labor, parts and materials for the performance of maintenance listed in the agreement for the full contract term, unless otherwise noted. Provide emergency response within next business day (travel, parts, and labor billed separately). Pricing based on generator(s) being located on 	Price: *\$6	8,232.6
ground level and easily accessible. Rooftop or difficult to reach generators will carry a surcharge based on KW size.		
(EAR 3 PRICING		2
 Planned Maintenance Only (SEMI-ANNUAL): Provided pricing for SEMI-ANNUAL maintenance to be performed during normal working hours (Monday – Friday, 7:00 a.m. – 3:30 p.m.) per the agreement. Price includes all travel costs, labor, parts and materials for the performance of maintenance listed in the agreement for the full contract term, unless otherwise noted. Provide emergency response within next business day (travel, parts, and labor billed separately). Pricing based on generator(s) being located on ground level and easily accessible. Rooftop or difficult to reach generators will carry a surcharge based on KW size. 	Price: *\$7	0,278.80

*All Prices are in US Dollars *Plus, applicable sales tax If tax exempt, please provide your Tax Exemption Certificate.

Kelly Generator & Equipment, Inc.

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 Sales • Service • Parts • Rentals

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QUOTE FOR GENERATOR MAINTENANCE AGREEMENT

LABOR RATES FOR ADDITIONAL SERVICES; (COD Unless Credit Application Completed)

- 0.1 Service Labor: \$145.00 per hour, Monday through Friday, first eight (8) hours 7 a.m. to 3:30 p.m.
- 0.2 Service Labor: \$217.50 per hour, after normal business hours and Saturdays.
- 0.3 Service Labor: \$290.00 per hour all day Sunday and Holidays.
- 0.4 Travel/Standby Labor: \$145.00 per hour, Monday through Friday, first eight (8) hours, 7 a.m. to 3:30 p.m.
- 0.5 Travel/Standby Labor: \$217.50 per hour, after normal business hours and Saturdays.
- 0.6 Travel/Standby Labor: \$290.00 per hour all day Sunday and Holidays.
- 0.7 Mileage: \$150.00 Flat Rate
- 0.8 CGE (consumer goods fee): \$50.00 Flat Rate; under \$1,000.00 per technician
- 0.9 CGE (consumer goods fee): \$100.00 Flat Rate; over \$1,000.00 per technician
- 1.0 Environmental Fee: 5% of environmental parts/products
- **Note: Above charges are portal to portal and are subject to change. Service labor (2-hour minimum) is defined as time spent actually servicing, testing, or repairing the equipment. Travel/standby labor is defined as time spent traveling to or from the site or in a standby or awaiting work status. In addition, any parking fees and/or permits are the responsibility of the customer and must be arranged prior to the date of service.

Due to the design of the control system on the new generators and automatic transfer switches, a subcontractor, local manufacturer's representative, may be required for certain repairs. This only pertains to non-Generac equipment.

Due to multiple engineering variations of FIRE PUMP systems before Kelly Generator will run the fire pump a building engineer or building representative must first put the fire pump in bypass and give the Kelly Generator technician permission to start the fire pump. Kelly Generator Technician will only start and stop the fire pump, they will not place in bypass.

Kelly Generator & Equipment, Inc.

 Page 22 of 23
 Sales • Service • Parts • Rentals

 S:\2021 - Rental-PM Quota\HW- WORCESTER COUNTY\SEMI ANNUAL WORCESTER COUNTY.docx

QUOTE FOR GENERATOR MAINTENANCE AGREEMENT

Q.

KELLY GENERATOR & EQUIPMENT, INC.

Hailli Woo

Name: Hailli Woo

Title: Service Sales Representative

Date: July 8, 2021

Address for Notices: 1955 Dale Lane Owings, MD 20736

Attn: Hailli Woo Fax: (410) 257-5227 Email: <u>hwoo@kge.com</u>

Address for Notices: 1955 Dale Lane Owings, MD 20736

Please submit "Service/Planned Maintenance" Purchase Orders to: <u>Contracts@KGE.com</u> WORCESTER COUNTY

Authorized Customer Representative

Print Name: _____

Title: _____

Date: _____

Address for Notices: One West Market Street Snow Hill, MD 21863

Kelly Generator & Equipment, Inc.

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 Sales • Service • Parts • Rentals

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WORCESTER COUNTY COMMISSIONERS SERVICE AGREEMENT FOR GENERATOR PREVENTATIVE MAINTENANCE BID FORM

We submit bids, reflecting the cost of the contract-on an annual basis, for preventative maintenance on the following generators:

Ocean Pines W/WW	31 generators	Bid \$ 27,015.00
River Run	4 generators	Bid \$ 2,600.00
West Ocean City Service Area	5 generators	Bid \$ 3,400.00
Nantucket Point Service Area	1 generator	Bid \$ 200.00
Newark Service Area	1 generator	Bid \$ 700 00
Mystic Harbor Service Area	11 generators	Bid \$ 3,850 00
Light House Sound	1 generator	Bid \$ 700 00
Glen Riddle	6 generators	Bid \$ 5,250 00
The Landings	2 generators	Bid \$ 4.450.00
Assateague Point	1 generator	Bid \$ 700.00
DPW – Roads Division	1 generator	Bid \$ 700 00
Emergency Services	8 generators	Bid \$ 4,575.00
Courthouse	1 generator	Bid \$ 2,200.00
Health Department	2 generators	Bid \$ 2,150.00
Recreation Division	l generator	Bid \$ 1,200 00
Fire Training Center	1 generator	Bid \$ 1,460 00
Detention Center	2 generators	Bid \$ 2,400 00
Charles & Martha Fulton Senior Ctr.	. 1 generator	Bid \$ 1,275.00
Northern Worcester Senior Center	1 generator	Bid \$ 400 00

TOTAL BID

\$ 72,625:00

Please submit hourly rates for additional and emergency repairs.

Hourly Rate:	115.00	Travel Rate:	30.00
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After Hours/Saturday Rate: 125.00

· the

Legal Holidays/ Sunday Rate: 15000

Please note below any special conditions or terms:

NA

· 神教智利



BID MUST BE SIGNED TO BE CONSIDERED.

Date: 7/1/2021	Signature:	Pile
	Printed Na	me: <u>Richard Allon Citro</u>
	Firm:	RTC GENERATOR SERVICES LLC,
	Address:	PO BOX 721
		RIDGELY MO 21660
	Telephone:	410-829-5100
	Fax:	NA
	E-Mail :	Service of Acgenerator.com



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

MEMORANDUM

DIVISIONS

DALLAS BAKER JR., P.E.

JOHN S. ROSS, P.E.

DEPUTY DIRECTOR

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

DIRECTOR

RECEIVED

JUL 13 2021

Worcester County Admin

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 TO:Harold L. Higgins, Chief Administrative OfficerFROM:Dallas Baker Jr., P.E., DirectorDATE:July 13, 2021SUBJECT:Facility Condition Assessment Proposal

Attached for your review and consideration is a proposal from Dude Solutions for services to provide a one-time Facilities Condition Assessment (FCA) of the County-owned buildings plus web & cloud-based programs to access stored data to provide capital forecasting to establish capital needs to keep the County's buildings operating and maintained at acceptable levels. Upon your review, you will find the proposal includes the bulleted items below which are integral to each other. The pricing for each item is shown in the table on page two of the proposal.

- Facilities Condition Assessment A one-time evaluation of all the Countyowned buildings to determine the condition of the building exteriors, interior finishes, site utilities & parking lots, mechanical systems, plus life & safety components to name a few. A detailed list of the assessment scope of supply is found starting on page 9 in the attached proposal. During this assessment, building assets will be identified and barcode labels will be applied to assist with tracking of maintenance and expenditures per asset. The barcoding is key for having the ability to update equipment expenditures in real-time as work is being completed on the asset.
- Capital Predictor Enterprise Provides a cloud-based platform that stores the collected asset data where a user may query the information to analyze, prioritize and forecast expenditures for decision making during budget processes or at any other time to determine where funds should be invested. Attached are three pages of information that explain how Capital Predictor works.

9 - 1

Asset Essentials - Asset Essentials (AE) is a program that has replaced the FacilityDude tools "MaintenanceEdge" and "InventoryEdge" which are currently being used for Work Order Requests and inventory control. As with advancing technology, and at some point in the not too distant future, MaintenanceEdge and InventoryEdge will be unsupported with all users having to migrate to Asset Essentials. To summarize AE's features, it is an enhanced version and provides a more robust acquisition and use of data from Dude Solutions' server and is required to utilize data collected from the facilities condition assessment. It is also accessed to review asset expenditures that are incurred as a result of repairs being made. The data entered in this software program is key to generation of forecasts that are shown in Capital Predictor.

In closing, the County does not have a full condition assessment of the current building conditions or forecasting tools in place to assist the County's financial team with their decision making processes for building repairs or improvements. At present, given the succession of key personnel, the outgoing team will be taking their years of knowledge with them and it would seem paramount that the County invest in what is requested to provide a better snapshot for forecasting. This can only be accomplished by implementation of the proposed services as requested.

Funds \$100,000.00 are available in Assigned Fund Balance and listed as "Strategic Plan – building infrastructure" for this project. The Assigned Fund Balance is sufficient to cover the costs, \$93,920.22 for the Implementation & Services portion of the proposed services. Maintenance Division's FY2022 adopted budget includes \$8,538.00 in account 100.1201.6130.035 Equipment Maint, Maintenance Mgmt Service for the current subscription to FacilityDude's MaintenanceEdge & InventoryEdge programs. The annual subscription portion in the proposal lists \$11,924.66 for 9 months of service with 3 months included at no additional cost. Therefore, it is requested that additional funds be approved, \$3,386.66, to cover the budget shortfall.

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

Attachments

cc: Ken Whited

Capital Predictor[™] Enterprise

Tell the data stories that secure your future



You have a pulse on your infrastructure. And with ever-smarter tools to feed the Internet of Things (IoT), you don't lack for data from the field. But data and human capital don't always get you over the line. Today, funding is awarded to asset owners with sophisticated strategies and the simple, compelling stories that get through to stakeholders.

How does it work?

Capital Predictor Enterprise from Dude Solutions is a cloud-based strategic asset management tool that empowers your team with community-driven strategies, what-if scenario modeling and reporting tools that turn data into roadmaps and goals into realities.

Key Benefits

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Accurately predict the short- and long-term state of your entire asset portfolio. Leverage a single industry-specific, easy-to-use platform to get there.

Inform and align decision makers. Quickly compare the impact of various scenarios on long-term asset behavior, balancing community needs, funding requirements and asset health.



Satisfy constituents as well as industry demands. Transition from traditional budget-driven asset delivery to a community-driven approach, satisfying both your constituents and increasing industry and regulatory demands.



Successfully communicate with stakeholders. Reach decision-makers at all levels of asset management expertise with digestible, powerful visualizations that show the future condition and service level of every asset into the 20-year horizon and beyond.



Extend asset life – even in funding-constrained environments. Access optimized capital works and investment planning that saves you extra legwork.



Get up, running and optimizing. Simply import the condition data you have today; identify the reporting outcomes that satisfy your organizational goals; and create a data improvement roadmap for future condition assessment investment.



Product Features

- Prediction Modeling Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.
- Live Data & Reporting Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs no training or software installation required.
- Cloud-Based We live in the data era big data, IoT, mobile technology... millions of assets, multiple asset types, various sources, trillions of iterations. Unleash the power of cloud for superior processing speed, to deliver the results you need.
- Visualization Integrations REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.
- Comparison Reporting Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

"With this approach becoming uniform across the organization, we will have much better control of our assets, manage them more cost effectively, and assist in long-term planning and funding for the replacement of all categories of assets."

 Gregg Houser, Deputy Treasurer, City of Moncton, New Brunswick

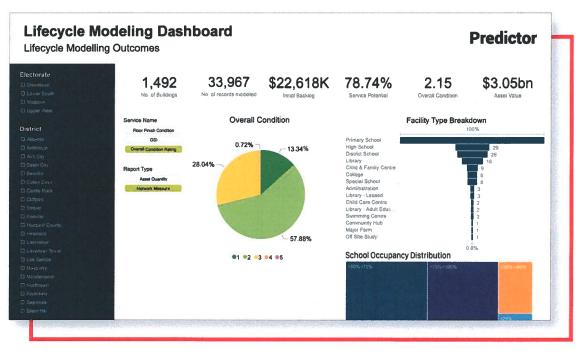


Figure 1. Lifecycle Modeling Dashboard

> Tell a better story to stakeholders by sharing easy-to-understand and accurate asset management data.





Figure 2. Year-Level Comparison

Dude §

Ins

Determine the amount of moneyy ou need based on the condition y ouw ant yo ur infrastructure to be in.

Legendary Client Support

We provide our best service so you can do your best work

At Dude Solutions, our client support is legendary. That's because we're experts at smooth implementations, thorough data migrations, and providing ongoing support via email, phone or chat so you always have someone to talk to.

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ABOUT DUDE SOLUTIONS

Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For 20 years, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, IT, events and more. For more information, visit <u>dudesolutions.com</u>.





PREPARED FOR

Worcester County MD

Ken Whited *Maintenance Superintendent 6113 Timmons Road Snow Hill, MD 21863

PREPARED BY

Dude Solutions 11000 Regency Parkway, Suite 400 Cary, NC 27518

PUBLISHED ON

June 14, 2021



Software for Smarter Operations



Q-251203

Pricing is based on...

otal Initial Investment	105,844.88 USE
	Subtotal: 93,920.22 USD
Equipment Barcode Tagging	7,544.98 USE
Data Migration As Is	0.00 USE
Capital Predictor Enterprise Implementation	19,400.00 USE
Asset Essentials Standard Implementation	1,615.00 USE
FCA & PM Schedule Bundle Promotion	-11,534.16 USI
PM Schedule Creation	7,544.04 USI
Facility Condition Assessment	69,350.36 USI
mplementation & Services	
Subscription Term : 9 r 3 months included at no additiona	Subtotal: 11,924.66 USE
Predictor Facilities/Physical Plant	0.00 USI
Capital Predictor Enterprise	4,967.13 USI
Asset Essentials Inventory	0.00 USI
Dude Analytics	0.00 USE
Asset Essentials Core Plus - Facilities/Physical Plant Module	6,957.53 USI 0.00 USI
Asset Franklink Court DI	C 057 52 LICI

*Initial term dates: 10/01/2021 - 06/30/2022





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*Unless otherwise indicated, promotional pricing is extended for the month in which the quote is created. To be eligible for the FCA promotional pricing work must commence no later than September 30,2021.

Pricing for the First Renewal Term is 23,849.31 USD



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Dude Solutions Legendary Support Team

Support is available Monday through Friday from 8am-6pm EST. Clients can reach out through phone, email, or in product chat options. Our goals are to respond to support emails within an hour, answer the phone within 3 rings, and provide immediate access through live chat. Any support requests submitted after business hours are responded to the next business day.

In many cases, Support can resolve software questions and issues during the initial outreach or response with an explanation of features, functionality, options, or a description of known workarounds. For those issues that can't be resolved immediately or are more complex, the Support rep will escalate the case to a "Tier 2" level for assistance. For those issues that are determined to be a defect in the application, DSI Support staff will escalate the case to our Development team. Through discussion and analysis, as well as assessing the impact of the problem on the overall business, a severity level (1, 2, 3 or 4) will be assigned to the issue.

Client Success Team

Dude Solutions is invested in your Success.

Our Client Success team is here to ensure you are meeting your goals and getting the results you expect postdeployment. You'll have a team of professionals who will provide you with best practices for the solutions and your industry. Client Success is outcome-focused and ready work with you to get the most out of your solutions and services, and to grow along with your operations goals.

Asset Essentials – Standard Implementation

Purpose

Dude Solutions' (DSI) Asset Essentials with Standard Implementation service is designed to provide our clients with guidance by experienced subject matter experts to ensure an effective and efficient implementation and a faster ROI. With over 12,000 clients successfully using our software, we understand what it takes to successfully implement your solution and look forward to working with you through our Standard Implementation service.

Value

By partnering with Dude Solutions and taking advantage of our Standard Implementation service, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. By following our focused project plan, you will experience fast time to value and will see your AE account configured and ready to use within 30 days, plus an additional 30 days of go-live support from your Implementation Specialist. Our Train-the-Trainer approach streamlines the implementation process and empowers the Client Project Lead to fully own and operationalize Asset Essentials quickly within their organization.

Deliverables

- Project Kickoff call
- Access to Basecamp project collaboration tool

dudesolutions.com





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- 30-day implementation support
- Optional template-based data imports for available Location, Asset, and User data during the project
 period
- 1-on-1 configuration guidance by dedicated Implementation Specialist
- 30-day go-live support
- · Train-the-trainer best practices and content to onboard your team
- · Unlimited access to Help Site and Virtual Classroom Trainings

Methodology and Approach

With over 12,000 clients successfully using our software, we understand the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Asset Essentials. Your Standard Implementation service will begin with a Kickoff Call with one of our Project Coordinators. From there, a dedicated Implementation Specialist will guide and assist you through the implementation project. The first 30 days are focused on account configuration and training while the final 30 days are dedicated towards go-live support to ensure account enablement. By following this plan you'll be empowered to effectively streamline your operations using Asset Essentials. Below is a sample Standard Implementation service delivery:

Sample Standard Implementation Service

Your dedicated implementation team will be here to assist you during the duration starting during the Kickoff call.

	Project Kickoff & Building Your Foundation: Weeks 1-2
	Kickoff Call with Project Coordinator. Agenda:
	Introductions – Project Roles and Responsibilities
	Overview of Implementation Process and Tools
Project	Discuss Current Processes and Goals
Kickoff	Review Basecamp and Resources
INCROTI	Review Account Setup Spreadsheet
	Determine Timeline and Next Steps



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- Attend Fundamentals virtual classroom training or review equivalent help content
- · Understand basic navigation and configuration requirements
- Watch First Steps video
- Compile location, user, work category, and asset data in templates
- Initial Data Review Call with Implementation Specialist
- Login to Asset Essentials pending client data load
- · Become familiar with basic functionality of the system
- Configure locations, users, work categories, assets
- Connect with Implementation Specialist on account configuration
 progress

Account Setup and Configuration

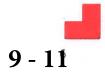
Dude

Solutions

- · If integrating AE with GIS Rest URLs/WebMap ID
- Set Initial Map Extent
- Configure Map Service and/or Geocode Service
- Confirm GIS data loads properly on Map- To test, turn on 3-5 GIS layers in the map view to confirm the data displays correctly
- Confirm GIS data loads properly on the Mobile App map
- Sync ONE LAYER at minimum to test for any potential issues.
- On Map make sure you can identify an asset and create a WO against it.
- On App make sure you can "Create WO" and associate to a GIS-synced Asset.

Work Order Management: Week 3

	Preventative Maintenance: Week 4
Account Setup and Configuration	 equivalent help content Attend Mobile App virtual classroom training or review equivalent help content Continue account configuration of work categories, priorities, work types, approval routing, email notifications Connect with Implementation Specialist on account configuration and work order management progress Download Mobile App and review Help Documentation Review mobile functionality with Implementation Specialist
	Attend Work Order Management virtual classroom training or review



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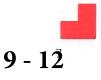
Dude Solutions	Software for Smarter Operati
Account Setup and Configuration	 Attend Preventive Maintenance virtual classroom training or review equivalent help content Begin setting up PM Schedules Create and complete test PM work orders Connect with Implementation Specialist on account configuration progress
Go Live	Support: Use Case Testing and User Training: Weeks 5-7
Use Case Testing and User Training	 Perform use case testing to ensure solution readiness Submit test requests to confirm routing and approval process Confirm email notifications are sent and received as expected Have representatives from various user roles login to confirm they can execute job functions as expected Ensure desktop and mobile functionality and views are as expected End users access and review online help documentation Confirm users can access AE and perform expected job functions
Go Live	Support: Prepare for Launch and Project Close: Week 8
Implementation Complete and Project Close	 Confirm goals defined during Kickoff call have been met Confirm product readiness Introduce ongoing DSI resources Close project

Excluded from Standard Implementation

For the avoidance of doubt, the following services are not included:

- Evaluation of your current practices, policies and procedures for the purposes of performance improvements.
- · Troubleshooting any issues related to your IT infrastructure or mobile devices
- Migration of data from other systems or locations
- · Export of data to any other systems or third parties
- Role-based end-user trainings

Completion Criteria



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The steps (To Do's) in the Basecamp project plan represent the individual activities that constitute Standard Implementation for Asset Essentials. Upon completion of the required To Do's, the Standard Implementation Service will be deemed delivered and the project will be closed. Some To Do's may not be applicable to the Client's needs and may be waived from the project upon agreement between the Client and Implementation Specialist. Some To Do's (data importing, for example) are considered optional and may or may not be completed depending on the availability of data to be imported. Completion of optional To Do's is not required to complete delivery of Standard Implementation and close the project.

Client Assumptions

The success of this project is dependent on the attendance and full engagement of the key stakeholders.

- The client will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, the client will be responsible for reaching out to their implementation specialist within the 60-day project duration window and will be subject to the implementation specialist's availability.
- The client shall be primarily responsible for providing access and training on Asset Essentials to endusers.
- The client will provide data to be imported in a timely manner and in the template format provided via Basecamp so the Implementation Specialist has an opportunity to import the data during the 60-day project period.
- If there is no existing data, the Implementation Specialist will guide the client to focus first on key equipment and their associated PMs to be manually entered into Asset Essentials by the Client.
- · Client will have access to GIS system. ArcGIS online Viewer licenses may be required.
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)

Project Assumptions

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project. DSI is not responsible for delays caused by missed scheduled engagements and low engagement preventing client from being able to successfully implement.

- Standard Implementation is designed and resourced to be completed within 60 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.
- Without an extension, the implementation project will be closed after 60 days and the Implementation Specialist redirected, but the client will retain full access to Asset Essentials along with DSI VCTs, LMS, online Help Documentation, and our Legendary Support Team





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- DSI is not responsible for delays caused by missing data or other configuration information that is
 required to be available prior to the Standard Implementation service. Having the requested data and
 configuration information available prior to implementation may minimize delays so progress can be
 made quickly.
- Project extensions will be considered for extenuating circumstances and will follow the change control process, which requires management approval.

Change Controls

Parties may agree to modify the Services through a written change order specifically referencing this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

You may request that DSI add services not in the Specifications by submitting a written proposed change order to DSI. DSI shall negotiate in good faith regarding change order prices and shall not require rates higher than those set forth in the Investment page. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.

Facility Condition Assessment Scope of Work

Purpose

Dude Solutions' (DSI) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management and capital forecasting solutions respectively.

Value

By partnering with Dude Solutions you not only gain the engineering expertise of DSI's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Dude Solutions software applications. Dude Solutions has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.



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Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- · 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's DSI capital forecasting solution
- · Import major Equipment Items into client's Dude Solutions work & asset management solution.

Methodology and Approach

A Certified Dude Solutions Service Provider (DSI Service Provider) will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exists.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- · Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

- 1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into DSI's work & asset management solution as defined in the Asset Inventory and System/Component table below.
- 2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into DSI's capital forecasting solution as defined in the Asset Inventory and System/Component table below.
 - 1. HVAC equipment items only will also be tracked in the capital forecast as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System in the capital forecast.
 - 2. All other major Systems will be collected at the Systems Level in DSI's capital forecasting solution as a general Sub-Systems



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Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the Capital Forecasting Solution.

Table Column Header Descriptions

Individual or System Level Capture

Individual = Item will be collected individually

System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecast? Y/N

No = Cost information related to individually captured items will be provided at a system or sub-system level only in Capital Forecast

Included in Equipment Inventory? Y/N

No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	ltem Represented in Capital Forecast? (Y/ N)	Included in Equipment Inventory? (Y/ N)	Comments
Exterior Systems				
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available



Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included i	n Service		
Individual light fixtures (emergency, exterior, etc.)	Not Included i	n Service		
Motors	Not Included i	n Service		
Portable Generators	Not Included in Service			
Secondary Electrical Panels	Not Included in Service			
VFD's	Individual	Yes	Yes	Custom Addition to Scope
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently- installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included ir	n Service		Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				

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Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in	n Service		Included in Alarm System SF Cost
Smoke detectors, horn strobes	Not Included in	n Service		Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	1 HP or Greater
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	1 HP or Greater
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	

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Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number wil be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	1 HP or Greater
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture .
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture .
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture .
Window Units	Not Included	in Service		
Radiators	Not Included	in Service		
Thermostatic Controls	Not Included	in Service		
Interior Systems				

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Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non- residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above \$2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non- residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in	n Service		
Cutlery	Not Included in	n Service		
Tables, Racks	Not Included in	n Service		
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	

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Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included i	Not Included in Service		
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/ rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the **Asset Inventory and Systems/Component Table** above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast:

	Work & Asset Management Data Population (Y/N)	Capital Forecast Data Population (Y/N)		
Field Name	Equipment Items	General Sub-System	Specific Sub-System	
Equipment Item Number	Υ	Ν	Y*	

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			Corresponding Equipment Item Number will replace
			Sub-System ID
			N*
System-Component ID	N	Y	Corresponding Equipment Item Number will replace
			Sub-System ID
Site/Location/Building Name	Y	Y	Υ
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	Ν	Ν
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Υ
	Y	Ν	N*
Manu/Model/Serial Numbers			Will be included on Individual Equipment Record
Tag	Y	N	Ν
(if available)			
Date In Service (if available)	Y	Y	Y
Condition	Υ	Υ	Y
Estimated Replacement Cost	Υ	Y	Υ
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Υ	Υ	Y
Included in 20-year Capital Forecast?	N	Υ	Y

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Evaluation

At the conclusion of the assessment(s), the DSI Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The DSI Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

DSI Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. DSI also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)

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- Residence Halls A sampling would be based upon visits to approx. 20% of the rooms. When calculating
 the projected replacement cost of the in-residence items, these items will be treated as a system. A cost
 based upon the sampling will be generated for the system. Individual in-room collection of assets would
 not be provided, if desired a custom quote would be needed.
- Buildings that are connected via open air breezeway will follow DSI Finger Plan pricing as these the level of effort to capture and report upon does not follow standard FCA pricing.
- If modular or portable building structures are to be included, pricing for those will follow DSI Modular square footage pricing.
- If parking structure or parking decks are to be included, pricing for those will follow DSI Parking Deck square footage pricing.
- If correctional facilities are to be included, pricing for those will follow DSI Correctional Facility square footage pricing.
- Reconciliation of existing equipment in DSI work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- DSI team members make final determination of whether areas housing assets are safely accessible for data collection.
- DSI team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility

- 1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
- 2. Any data to be migrated from client drawings or spreadsheets has to be provided to the DSI Service Provider within 15 business days of completion of onsite activity.
- 3. Client will review and provide any feedback related to data sent to them for review by DSI Service Provider or DSI within 15 business days or unless otherwise determined.
- 4. If Data is not reviewed within the 15 business day time period DSI will assume that the Data provided by the DSI Service Provider is approved and will load into the client's software.
- 5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
- 6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify DSI and/or DSI Service Provider in advance of onsite.
- 7. Client will ensure that the DSI Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If DSI Service Provider is not granted

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access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the DSI Service Providers with access to a ladder so that they are able to conduct a visual assessment.

- 8. Client will ensure that the DSI Service Provider is granted accessibility to DSI Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the DSI Service Provider in your organizations Identity Provider service.
- 9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
- 10. Reconciliation of existing equipment in DSI work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
- 11. DSI is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
- 12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the DSI Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

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Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Dude Solutions Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Dude Solutions Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

Deliverables by Dude Solutions to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Dude Solutions Work & Asset Management solution.

The Dude Solutions Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is
 easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in
 danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the
 asset.

Assumptions

• Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.

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• For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the DSI Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging DSI's PM Schedule Creation service, DSI clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- · Creation of PM Schedules for populating your Dude Solutions Work & Asset Management solution
- Data population within DSI Software. No report will be provided.

Methodology and Approach

DSI Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- · Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

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Prior to the import or population within the DSI Software, the DSI Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the
 appropriate Technician or contractor who will be performing the related PM tasks into the master
 import template to ensure that the routing of work flows accordingly in the Work & Asset Management
 Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of
 assignment will be managed and maintained by the client within the software or require a custom scope
 of work for the DSI Service Provider to deliver. For assignment to occur, the client must have the
 Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the DSI Service Provider. If feedback/review of PM Schedules exceeds 30 business days, DSI will provide a Deliveriable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, DSI will assume delivery of the service and import the PM schedules as "inactive" in the system. DSI will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the DSI Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to DSI within 30 days. DSI will only make updates related to the below items:
- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

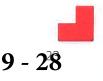
Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or DSI to perform at an additional fee.

• Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

Capital Predictor Enterprise Model Development - Statement of Work



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Purpose

The purpose of the Capital Predictor Enterprise Model Development, as scoped herein, is to build the working first-generation asset lifecycle model* required to realize the value that a Capital Predictor Enterprise subscription has to offer in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Dude Solutions' (DSI) Selected Consultant (Consultant) will use their expertise along with the Client's provided data and input, to develop a lifecycle model.

Value

By partnering with Dude Solutions, you are provided expert consulting and configuration of Capital Predictor Enterprise. In summary, the scope of the proposed Capital Predictor Enterprise Model Development Service includes:

- Consultant to build lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Capital Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);

*A "first-generation lifecycle model" is a fully functional Capital Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Capital Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the while the model is built using the Consultant's expertise, it may not yet be mature or accurate enough for actual decision-making purposes since additional client input is required. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a lifecycle model will be developed for the asset class(es) identified below:

?Facilities

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for the data gathering.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;

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- 2. Review data requirements;
- 3. Review available data sources and decision support criteria;
- 4. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Initial Model Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

- Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, capital plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
- 2. Access to DSI online Capital Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. A meeting with a Client IT representative may be necessary if there are any installation questions.

Client Responsibilities

- 1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
- 2. Determine who will participate in the data gathering and model review. DSI suggests that participants include both personnel who are actively involved in capital plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
- 3. Determine and assemble data sources that will be used in Capital Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, & replace, and budget & capital planning strategies. These resources will be provided to the Consultant for review prior to the initial model preparation.
- 4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
- 5. Consultant will host any required meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by DSI's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Building

[Remote Task: Two-day duration]

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Consultant will utilize Client data and input to refine the asset lifecycle model for the scoped asset(s).

The format is as follows:

1. Initial Model Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers and their designee(s), GIS staff, Project Manager

Consultant will step the workshop participants through the initial model, explaining the criteria used and the results. This will include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.

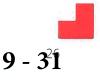
Client will have the opportunity to provide some input for the model during this session, which may be incorporated at the Consultant's sole discretion to further enhance the initial model.

2. Wrap Up

Workshop Session 2: (3 hours)

Participants: Project Manager and others to be determined

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This time will be used to review the first-generation asset lifecycle model and review the results and available reporting

Client Responsibilities

- 1. Consultant will host the meetings using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
- 2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

- 1. Remote Workshop session facilitated by an DSI Selected Consultant as described herein.
- 2. Capital Predictor Enterprise model files as developed.
- 3. Copies of any data that has been modified during the process.

Task 3: Post Workshop Support

[Remote Task: duration is as needed, not to exceed 16 hours]

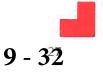
During the one (1) month period immediately following delivery of the first-generation Capital Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support as it becomes desired by the Client staff who participated in the Task 2 workshop. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Capital Predictor Enterprise subscription. This support is in addition to DSI's standard support services.

- All support will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the DSI Solutions Selected Consultant prior to each event.
- 2. At Consultant's sole discretion, the Consultant may engage in some additional development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate.
- 3. Support are limited to staff who participate in the workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

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- DSI and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Change Controls

Parties may agree to modify the Services through a written change order specifically referencing this this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

You may request that DSI add services not in the Specifications by submitting a written proposed change order to DSI. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Dude Solutions and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.
- Training in Capital Predictor software/model development.

Milestone Billing - Invoice Schedule

Invoicing for the Capital Predictor Enterprise Model Development service will be provided as delivery milestones are. Below is the schedule for the billing milestones and the related percentage.



Software for Smarter Operations

Capital Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%

Attachment A

Change Order Form

Client Name: _____

Requesting Individual: _____

Date of Request: ______

Dude Solutions

Description of Changes Needed	
Reason for Change	
Supporting Documents	
Additional Information	

Original Contract Price: _____

Net Price Change (Increase/Decrease) for this Change Order: _____

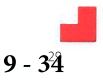
Total Contract Price including all approved Change Orders:

Changes to Contract Times: _____

Change Order Signature

dudesolutions.com

11000 Regency Pkwy #400 / Cary, NC 27518



Software for Smarter Operations

("Client")	Dude Solutions, Inc ("Company")
Printed Name	Printed Name
Signed Name	Signed Name
Title	Title
Date	 Date





Software for Smarter Operations



Proposal terms

- Proposal has been prepared for Worcester County MD ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 9 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <u>https://www.dudesolutions.com/terms</u> (<u>https://www.dudesolutions.com/terms</u>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (mailto:accountsreceivable@dudesolutions.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-246244 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (mailto:accountsreceivable@dudesolutions.com)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Software for Smarter Operations

Dude Solutions Signature

> Presented to: Q-251203 June 14, 2021, 8:34:31 AM

Accepted by:

Printed Name

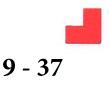
Signed Name

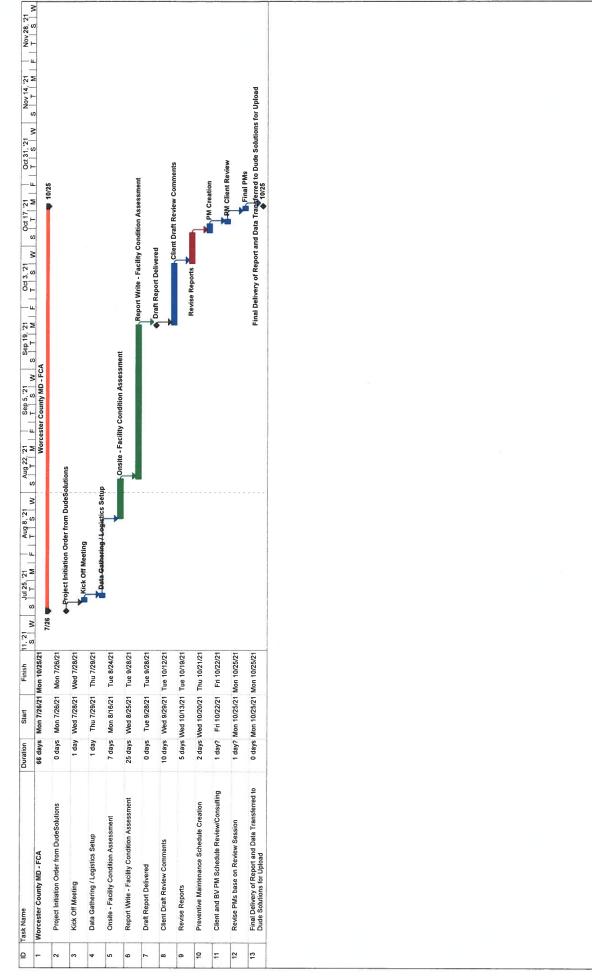
Title

Date

dudesolutions.com

11000 Regency Pkwy #400 / Cary, NC 27518







Worcester County Recreation & Parks

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

TO:	Harold L. Higgins, Chief Administrative Officer Weston Young, Assistant Chief Administrative Officer Kelly Rados, Director of Recreation & Parks (
FROM:	Kelly Rados, Director of Recreation & Parks (1)
DATE:	July 9, 2021
SUBJECT:	Permission for Out of State Travel



This is a request for Kelly Rados, Director of Recreation & Parks, Allen Swiger, Recreation Superintendent and Jacob Stephens, Parks Superintendent to travel out of the State of Maryland to attend the National Recreation & Parks Association Annual Conference. The 2021 Conference will be held in Nashville, Tennessee on September 21 - 23, 2021. In the FY22 budget, we have proposed for funds in the budget to cover the cost of this conference.

We will need to register for this conference by August 6 in order to receive the early bird rate. There are funds in the FY22 budget, account 100.1601.400.7000.100, (Recreation) and 100.1602.500.7000.040 (Parks), Travel, Training, & Expense Meeting, Conferences & Shows to cover this expense.

The total request for our staff to attend is approximately \$4,935. The expenses associated with the conference are as follows:

A. Registration	\$1785.00
B. Lodging	\$ 1650.00
C. Flights	\$ 900.00
D. Meals/Misc.	<u>\$ 600.00</u>
	\$4935.00

Parks Budget - \$1920 Recreation Budget - \$3015

The majority of the counties and municipalities within Maryland and the Maryland Recreation & Parks Association will be in attendance at this event, in addition to numerous states across the country.

This national conference brings together park and recreation professionals, citizen advocates and industry suppliers for education sessions, networking opportunities and the industry's largest trade show featuring the latest products in our field.

This is a great opportunity for our Department to learn from top thought leaders in the field to not only grow professionally, but also bring back new ideas and best practices that will help us reduce costs, increase efficiencies and build value in various areas within our county.

Thank you, in advance, for your consideration of this travel request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2502





Worcester County Recreation & Parks

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

ITEM 11

MEMORANDUM

TO:	Harold L. Higgins, Chief Administrative Officer Weston Young Assistant Chief Administrative Officer
FROM:	Weston Young, Assistant Chief Administrative officer Kelly Rados, Director of Recreation and Parks
DATE:	July 9, 2021
SUBJECT:	Special Event Request

On Saturday, August 28, 2021, Adriano "Bubba" Almony will be hosting a Celebrity Charity Basketball Game at the Worcester County Recreation Center. The Celebrity Charity Basketball Game raises awareness and proceeds for cancer, bullying and mental health.

Bubba is requesting permission for an Army National Guard Blackhawk helicopter to land at the Worcester County Recreation Center as part of this event. I have attached his letter detailing his event and his request.

We are seeking your approval to allow the landing of this helicopter at the Recreation Center / John Walter Smith area for this event. We will work with the Sherriff's office and Maryland State Police designating the landing site and taking all safety precautions.

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

Attachment

cc: Lisa Gebhardt Allen Swiger Matt Crisafulli



Adriano Almony

35188 Betty Court Pittsville, MD 21850 443-462-0696 almonyadriano@gmail.com

July 7th, 2021

Wor. Co. Commissioners

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

Good morning,

I hope all is well! My name is Adriano "Bubba" Almony I'm an award winning Celebrity Bodyguard who has had the honor of protecting the top names in the world and Founder of Bubba's Celebrity Charity Basketball Game that raises awareness and proceeds for cancer, bullying and mental health. I'm reaching out to get permission from the Worcester County Commissioners for an Army National Guard Blackhawk helicopter to land at my Celebrity Charity Basketball Game at the Worcester County Recreation Center in Snow Hill, Maryland. The Maryland Army National Guard will be apart of my event on Saturday August 28th. Fan fest starts at 12 pm and game time is 5 pm. Address is 6030 Public Landing Road Snow Hill. The recreation center already has a designated landing area that is used for Maryland State Police helicopter Trooper 4 as needed. I will also have Snow Hill Fire Department/EMS on standby for the landing and take off of the helicopter. I trust this request will please be honored. I can be contacted anytime at 443-462-0696.

Thank you so much!

Sincerely,

Adriano "Bubba" Almony

12 - 1



A.S. C. S. C.

Worcester County Recreation & Parks

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

TO: Harold L. Higgins, Chief Administrative Officer Weston Young, Assistant Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: July 13, 2021
SUBJECT: Waterway Improvement Fund Grant

The Recreation & Parks Department received an award letter and Grant Agreement for the FY22 Waterway Improvement Fund Grant for the South Point Public Boat Ramp project.

The grant amount is \$250,000 for the replacement and improvement to the South Point Public Boat Ramp bulkhead. The scope of work will include engineering and construction for the improvements to the bulkhead, which is approaching the end of its useful life.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-2314i-22

THIS GRANT AGREEMENT, entered into this ____ day of _____ 20___, by and between

STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES CHESAPEAKE & COASTAL SERVICE 580 Taylor Ave., Annapolis, MD 21401 hereinafter ("Department")

and

WORCESTER COUNTY GOVERNMENT One West Market Street, Room 1103, Snow Hill, MD 21863("Grantee") hereinafter ("Grantee")

Federal ID # <u>52-6001064</u>

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for South Point Public Boat Ramp Bulkhead Replacement and Improvements; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2022, in the amount of <u>Two Hundred Fifty Thousand dollars and zero cents (\$250,000.00)</u>.

The Grantee agrees to the following provisions:

1. <u>Term</u>: This Grant Agreement shall become effective on <u>July 1, 2021</u> and shall expire on <u>June 30, 2024</u>.

Page 1

2. <u>Scope:</u> The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

3. <u>Key Personnel</u>: The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Kelly Rados, Director Recreation and Parks Phone: 410-632-2144 Email: krados@co.worcester.md.us.org

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

> Sandi Pepe, Regional Administrator Phone: 410-260-8466; E-mail:sandi.pepe@maryland.gov

> Kelly Rados, Director Recreation and Parks Phone: 410-632-2144 Email: krados@co.worcester.md.us

4. <u>Payment:</u> The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables**: The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Sandi Pepe**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.

7. <u>Request for Bids:</u> The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.

a. Project contracts with a value of \$500,000 or more which the State provides 50% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).

b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.

8. <u>Publication:</u> The Grantee shall post signs about the project, in a prominent location, identifying the project as a "Public Facility" and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.

9. <u>Fee Approval</u>: The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.

10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. <u>Maintenance and Repair</u>: Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-ofway, and dredge disposal site(s) required for the project;

b. Hold and save the State of Maryland free from damages that may result from the construction of the project;

c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and

d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. Compliance with Applicable Law: The Grantee hereby represents and warrants that:

a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;

b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;

c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and

d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects three years or older are subject to immediate reversion by the Department.

14. <u>Subject to Audit</u>: The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. <u>Remedies Upon Default:</u>

a. Upon the occurrence of any default, the Department may require the defaulting party to:

(i) repay the Grant, in whole or in part;

(ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;

- (iii) withhold further payments under this Grant Agreement; or
- (iv) terminate this Grant Agreement.

b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. Termination:

a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.

b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. <u>Appropriations</u>: If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance**. For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

a. name the State as an additional loss payee thereunder;

b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;

c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and

d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification**. The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

a. Grantee's involvement in the Project, including its construction;

b. Grantee's use, occupancy, conduct, operation, or management of the Project;

c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

Page 6

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. Nondiscrimination and Equal Employment Opportunity: The Grantee agrees:

a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and

c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. <u>Amendment:</u> This Grant Agreement may be amended only in a writing executed by the parties.

25. <u>Assignment:</u> The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. <u>Entire Agreement</u>: This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. <u>Maryland Law:</u> The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

GRANTEE WITNESS

Joseph M. Mitrecic, President Worcester County Commissioners

State of Maryland Department of Natural Resources

DEPARTMENT WITNESS

Matthew J. Fleming, Unit Director Chesapeake & Coastal Service

Approved as to form and legal sufficiency May 2018 Office of the Attorney General, Department of Natural Resources

ATTACHMENT A

GRANT #: <u>LG-2314i-22</u>

SCOPE OF WORK

PROJECT TITLE: <u>South Point Public Boat Ramp Bulkhead Replacement and Improvements</u> DESCRIPTION: <u>Engineering and construction for improvements to the 1.5 acre public boat</u> ramp facility; including but not limited to the replacement of the bulkhead that is approaching the end of its useful life.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate backup documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally quarterly reimbursement requests and status reports will be submitted to the Department Contact in accordance with the following schedule:

TIME FRAME

FY 2022

July 1, 2021 – September 30, 2021 October 1, 2021 – December 31, 2021 January 1, 2022 – March 31, 2022 April 1, 2022 – June 30, 2022

<u>FY 2023</u>

July 1, 2022 – September 30, 2022 October 1, 2022 – December 31, 2022 January 1, 2023 – March 31, 2023 April 1, 2023 – June 30, 2023

<u>FY 2024</u>

July 1, 2023 – September 30, 2023 October 1, 2023 – December 31, 2023 January 1, 2024 – March 31, 2024 April 1, 2024 – June 30, 2024

DUE DATE

October 15, 2021 January 15, 2022 April 15, 2022 July 15, 2022

October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023

October 15, 2023 January 15, 2024 April 15, 2024 June 30, 2024

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ATTACHMENT B Center for Waterway Improvement and Infrastructure Request for Reimbursement

Grant Nu	mber: F	Reimbursement #:	
ls this a fi	nal reimbursement?	Yes () No ()
If a final re	eimbursement, shall WWI revert the re	emaining funds? Yes (_) No (_)
Project T	itle:		\land
Make Che	eck Payable to:	134	#
Address:		fame in	
			X
		A	
Proiect C	oordinator:	Title:	17
	e: Fax:	E-Mail	2 ·
	A Contraction of the second		
1. Cost Sur	nmary:		
Project P	erformance Period:		
		Invoice #	
Item #	Vendor/Contractor/Force	(or indicate separate	Amount
	Account/Equipment	schedule attached)	Amount
		•	
A Star			
		Total:	
		State % Approved:	and the second
	Total Reim	bursement Requested:	\$
Payment	Certification: I hereby certify that the	costs submitted for reimbi	irsement are true and
correct, ar	nd that all payments have been made	to all persons, vendors and	d contractors
Waterway	n this project in accordance with local Improvement Fund Grant Agreement	government procurement	procedures and the
		•	
x			
Signature	of local government Typed or printe	ed name Title	Date
fiscal autho Coordinato	prity or of local Project r – See Instruction #4		

THIS PAGE FOR STATE USE ONLY

Shaded areas for sta			
Date	Payment	Balance	
		This payment:	\$
	F	Project's Balance:	\$ 18474
Final Payment directior	าร:		
Final Payment directior Check if applicable:			
Check if applicable:		be reverted.	
Check if applicable: Signatures:	Yes, this payment is a fina Yes, remaining funds may Please Transfer remaining	be reverted. funds to Project #:	
Check if applicable:	Yes, this payment is a fina Yes, remaining funds may Please Transfer remaining	be reverted. funds to Project #:	ate
	Yes, this payment is a fina Yes, remaining funds may Please Transfer remaining	be reverted. funds to Project #:	ate

INSTRUCTIONS FOR PREPARING, COMPLETING, AND SUBMITTING THE REQUEST FOR REIMBURSEMENT

- 1. Please type or print in ink. If you have any questions, please email Carla Fleming at Carla.fleming@maryland.gov.
- 2. A Transmittal Letter, on official letterhead, must accompany all Requests for Reimbursement Forms and should summarize all items included in the submittal packet.
- 3. Submit one Request for Reimbursement Form per project. The form must be signed by Key Personnel identified in the Grant Agreement or a person with fiscal authority.
- 4. One copy of all invoices supporting all costs claimed should be submitted with evidence of corresponding payments made to vendors/contractors (copies of checks, check numbers, or fund wire summary). If the local jurisdiction elects <u>not</u> to submit copies of canceled checks, the Payment Certification must be signed by an individual with fiscal authority who can certify that the payments have been made.
- 5. If work has been accomplished using in-house labor and equipment, submit the following documentation:
- a. A list or computer printout of individuals working on the project to include; job function, dates and hours worked, hourly rate and total paid.
- b. A list or computer printout of equipment used to include dates and hours operated on the project. Usage rates should be based on current schedules used within the county or town, or the current State Highway Administration rate schedule. Indicate the source for rates used.
- 6. Reimbursements will be made by wire transfer or by check based on the Applicant's information on file with the Department of Natural Resources.
- 7. Submit the completed packet to:

Department of Natural Resources Center for Waterway Improvement and Infrastructure Chesapeake and Coastal Service Tawes State Office Building – E2 580 Taylor Ave. Annapolis, MD 21401

Note: Grant recipient will retain additional support documents for costs submitted on the project, such as contracts, change orders, bid tabulations, labor and equipment records for a period of three years after final reimbursement.

NOTICE OF INTRODUCTION OF BILL 21-6 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 21-6 (Public Safety – Kari's Law) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on May 18, 2021.

A fair summary of the bill is as follows:

<u>§ PS 6-301</u> A legislative bill for the purpose of implementing MD. Code, Public Safety § 1-314 (known as "Kari's Law") to require that multiple-line telephone systems allow for direct dialing via 9-1-1.

A Public Hearing

will be held on Bill 21-6 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, July 20, 2021 at 10:30 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 a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND BILL 21-6

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell

INTRODUCED: May 18, 2021

A legislative bill for the purpose of implementing Md. Code, Public Safety § 1-314 (known as "Kari's Law) to require that multiple-line telephone systems allow for direct dialing via 9-1-1.

I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Title PS6 (Emergency Services) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:

Title PS6, Emergency Services, Subtitle III

Multiple-Line Telephone Systems-Direct Dial

§ PS 6-301. General Provisions.

- (a) <u>Definitions.</u> "Multiple-line telephone system" means a system that:
 - consists of common control units, telephone sets, control hardware and software, and adjunct systems, including network and premises-based systems; and
 - (2) is designed to aggregate more than one incoming voice communication channel for use by more than one telephone.
- (b) <u>Requirements.</u> A person that installs or operates a multiple-line telephone system must ensure that the system is connected to the public switched telephone network in such a way that when an individual using the system dials 9-1-1, the call connects to the public safety answering point without requiring the user to dial any other number or set of numbers.
- (c) <u>Violations.</u> Any person who violates the provisions of this Subtitle will be guilty of a civil infraction. The County Commissioners will determine by resolution the amount of the fine and the department responsible for enforcement.
- II. Be It Further Enacted by the County Commissioners of Worcester County, Maryland that this Bill will take effect 45 days from the date of its passage.

1 ASSED tills ddy 01, 2021	PASSED this _	day of		, 2021.
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Attest:

Harold L. Higgins Chief Administrative Officer

County Commissioners of Worcester County, Maryland

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

MEMORANDUM

DATA RESEARCH DIVISION CUSTOMER SERVICE DIVISION TECHNICAL SERVICES DIVISION

ACAO Note: If introduced, this will be Bill 21-7

To:		Harold L. Higgins, Chief Administrative Officer	will be Bill 21
From:		Edward A. Tudor, Director	
		Jennifer K. Keener, Deputy Director JKK	
Date:		July 13, 2021	
Re:		Draft Bill - Agritourism	
*****	****	*******	*****

Following the work session with the County Commissioners on July 6, 2021, the attached draft bill has been revised to address several of the concerns raised at the meeting. Generally, the changes include modifying the agritourism use to calculate the useable lot area based upon a percentage of the total lot or parcel size; limiting the number of festivals allowed; increasing the minimum yard setbacks; and establishing the use as a special exception.

An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session. Prior to any public hearing, the department will forward a copy of the bill to the Planning Commission for their review and recommendation.

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

Attachment

cc: Melanie Pursel, Director, Office of Tourism and Economic Development Michele Burke, Business Development and Retention Specialist Bob Mitchell, Director, Department of Environmental Programs

Citizens and Government Working Together

ZONING DIVISION BUILDING DIVISION ADMINISTRATIVE DIVISION

RECEIVED

JUL 13 2021

Worcester County Admin

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 21-

BY: INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning - Agritourism

For the purpose of amending the Zoning and Subdivision Control Article to add a definition of agricultural alcohol production, to repeal the definition of agritainment facility and reenact the definition of agritourism to include agricultural alcohol production, to remove agritainment facilities and wineries as a special exception use in the A-1 and A-2 Agricultural Districts, to allow agritourism as a special exception use in the A-1 and A-2 Agricultural Districts, and to retitle the off-street parking requirements for agritainment facilities and wineries to agritourism facilities.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of "agritainment facility" 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 definition "agritourism" to read as follows:

AGRITOURISM - A farm enterprise wherein activities are conducted on a working farm and offered to the public for the purpose of recreation, education, or active involvement in the farm operation and for promotion of farm products and traditional rural living. These activities must be related to agriculture, natural resources or traditional rural living and be incidental to the primary operation of the site as a farm. The term includes but is not limited to farm tours; pumpkin hunts; hay rides; crop mazes; hay tunnels; petting, feeding and viewing of farm animals; horse or pony rides; farm equipment rides; festivals; informational displays or activities; classes or demonstrations related to agricultural products or skills; and agricultural alcohol production including packaging, storage, distribution, tastings and sales.

Section 2. 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 "agricultural alcohol production" to read as follows:

AGRICULTURAL ALCOHOL PRODUCTION - An activity that is carried out by a license holder as defined in Section § 1-101 of the Annotated Code of the State of Maryland, Alcoholic Beverage Article, as may be amended from time to time, which occurs on a farm as defined in Subsection § ZS 1-103(b) herein and which is zoned as either A-1 or A-2 Agricultural District, and is related to the manufacture, packaging,

storage, distribution, promotion, sale or tasting of alcoholic beverages that use any portion of ingredients produced on the farm.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(9) 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:

(9) Agritourism facility. On a farm, as defined herein, the use of not more than twenty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, one hundred feet each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm- related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 P.M. and 10:00 P.M. Overnight events are prohibited.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and Subsections §§ ZS 1-201(c)(11) through ZS 1-201(c)(34) be renumbered as Subsections §§ ZS 1-201(c)(10) through ZS 1-201(c)(33) respectively.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(c)(9) 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:

(9) Agritourism facility. On a farm, as defined herein, the use of not more than twenty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, one hundred feet each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm- related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 P.M. and 10:00 P.M. Overnight events are prohibited.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and Subsections §§ ZS 1-202(c)(11) through ZS 1-202(c)(44) be renumbered as Subsections §§ ZS 1-202(c)(10) through ZS 1-202(c)(43) respectively.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for "agritainment and winery facilities" as prescribed under the "Recreational uses" Use Category be retitled "agritourism facilities".

Section 8. 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.