

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>

December 6th, 2022

- 9:00 AM - Swearing in Ceremony for Incoming Board of County Commissioners in Commissioners' Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland
- 9:15 - Comments from County Commissioners
- 9:30 - Recess to 3rd Floor Training Room for Reception
- 10:30 - Reconvene to Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland
- 10:31 - Closed Session
(Discussion regarding requests to hire an Emergency Communications Trainee, Deputy Director of HR, Building Housing/Plan Reviewers, and certain personnel matters with human resources, receiving legal advice, and performing administrative functions)
- 11:30 - Call to Order, Prayer (Pastor Dale Brown), Pledge of Allegiance
Election of President and Vice President
- 11:31 - Report on Closed Session; Review and Approval of Minutes from November 15th, 2022 Meeting
- 11:32 - Commendation for 4-H Robotics Team 1
- 11:35 - Consent Agenda
(Housing Rehab Bid Recommendation and Waiver, Rural Legacy Grant Agreement, Request to Bid Pipe, Request to Bid Portable Toilet Services, Request to Contract Courthouse Roof, WWW Aerator Repair and Grating Replacement, State Aid for Police Protection Grant Application) 2-8
- 11:40 - Chief Administrative Officer: Administrative Matters
(Change Order Stephen Decatur Middle School Funding, Library Mobile Services Coordinator and Assistant Position Request, Elder Financial Justice Grant Agreement, Mystic Harbour Septic to Sewer Allocation, 2023 Budget and Meeting Calendars, FY22 Assigned Funds, Request for Public Hearing FY24-FY28 Capital Improvement Plan, MACo Legislative Committee Appointments, Wicomico County Airport Commission Appointment, Tri-County Executive and Full Board Appointments, Board Appointments) 9-15; 17-20
- 11:45 - Public Hearing: Water and Sewerage Riverview MHP 16
- 12:30 PM - Questions from the Press; County Commissioner's Remarks
- Lunch**
- 2:30 - Chief Administrative Officer: Administrative Matters (if necessary)

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office
Please be thoughtful and considerate of others.

Turn OFF all cell phones and notification during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

November 15, 2022

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

Following a motion by Commissioner Bertino, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: hiring Madeline Nee as an IT Technician in Information Technology and certain personnel matters with Human Resources; receiving legal advice from counsel; and performing administrative functions, including upcoming board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:34 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Mary Haggard, senior pastor of the Snow Hill-Newark United Methodist Church Circuit, and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their November 1, 2022 meeting as presented.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-8 as follows: out-of-state travel for two Recreation and Parks staff to attend the Sports Entertainment Tourism Association Symposium in Kansas City, MO May 8-11, 2023; a \$4,320 Youth and Amateur Sports Grant from the Maryland Sports Office of the Maryland Stadium Authority; a one-year lease of \$5,016 for cost estimating software for use within Public Works; five-year lease for a 2023 Caterpillar Landfill Compactor for \$1,394,825 and 2023 Caterpillar D-6 Dozer for \$699,750 for use within the Solid Waste Division; a five-year lease of \$482,000 for cyber security software from SecuLore Solutions, with Maryland 911 Board funding to cover all costs; bid documents for FY24 Local Management Board programs; and scheduling a public hearing to amend the Comprehensive Water and Sewerage Plan for an

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amendment to the Riverview Mobile Home Park.

Upon a motion by Commissioner Bertino, the commissioners unanimously agreed to table approval of the commissioners' meeting and budget schedules and holidays for 2023 until their December 6, 2022 meeting.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Nordstrom, the commissioners unanimously accepted the contract from Envirep, Inc. for \$72,328 to repair 10 leachate wet wells at cells 2, 3, 4, and 5 at the Central Landfill in Newark. Mr. Baker explained that funding to cover this unbudgeted request are available within the FY23 budget.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Purnell, the commissioners unanimously authorized staff to develop a cellular lease between the County and T-Mobile that would allow T-Mobile to place 10 antennae on the Newark water tower at a cost of \$4,000 per month. Mr. Baker advised that staff will work with a third-party engineering consultant for a full review of structural impacts the project may have on the water tower and develop construction drawings prior to finalizing the lease agreement, insurance, and bonding with T-Mobile. In response to questions by Commissioner Bunting, Mr. Baker confirmed that T-Mobile will not be permitted to sublet the antennae.

At the request of Commissioner Bertino, the commissioners agreed to table discussions regarding appointments to the Tri-County Council Executive Board and full board until their December 6 meeting.

Outgoing Commissioner Nordstrom thanked his constituents for the opportunity to serve them for the last four years, and he thanked staff for their help and support of various projects and initiatives. He advised that this has been a rewarding experience, and he advised his fellow commissioners that it has been a pleasure to serve alongside them.

The commissioners thanked outgoing Commissioner Church for his 20 years of service on the Board of County Commissioners of Worcester County, as well as his prior 10 years of service on the Board of Education, and they wished him a long and healthy retirement.

The commissioners adjourned to host a retirement reception for Commissioner Church.

The commissioners, with Commissioner Nordstrom absent, reconvened at 11:45 a.m.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Elder, the commissioners unanimously agreed to appoint Snow Hill Mayor Michael Pruitt to the Solid Waste Advisory Board.

Upon a nomination by Commissioner Purnell, the commissioners voted 4-2, with Commissioners Bertino and Bunting abstaining, to appoint Commissioner Elder to serve on the Fire Committee to replace outgoing Commissioner Nordstrom.

The commissioners adjourned for 20 minutes.

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The commissioners, with outgoing Commissioner Nordstrom absent, reconvened at 12:22 p.m.

Finance Officer Phil Thompson informed the commissioners that staff just confirmed that at 10:45 a.m. that morning the County obtained a 3.439702% effective interest rate from UBS Financial Services, Inc. for the Consolidated Public Improvement Bonds, 2022 Series. He advised that the County received 15 bids ranging from 3.439702 to 3.609341, and the County secured a premium, lowering the bond from \$28.6 million to \$26.5 million. This represents the highest number of bids for public improvement bonds received by any Maryland county in 2022.

Upon a motion by Commissioner Bertino, the commissioners unanimously adopted Resolution No. 22-27, approving the County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2022 Series, contingent upon receipt of a good faith deposit of \$286,000 or 1% of the bond amount.

The commissioners answered questions from the press, after which they adjourned to meet again on December 6, 2022.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
CARYN G. ABBOTT, RN
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
ERIC J. FIORI
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE SAVAGE
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, we congratulate the Worcester County 4-H Robotics Intermediate Team for taking first place in the Maryland 4-H State Robotics Challenge at the 2022 Maryland State Fair; and

WHEREAS, the commissioners are extremely proud of Worcester County 4-H Robotics Intermediate Team members Riya Patel, Elianna Fiori, Scott Wainwright, and Nidhish Gupta for investing their time and talents to master the mechanical, communications, leadership, and team-building skills that coupled together led to their exemplary performance at the state fair.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend the **Worcester County 4-H Robotics Intermediate Team** for their hard work and dedication in attaining 1st Place in the Maryland State Robotics Challenge and express to them our sincere pride in their outstanding accomplishment.

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



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Caryn G. Abbott, RN

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

Eric J. Fiori

Diana Purnell



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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Davida T. Washington
Date: 12/06/2022
Re: Housing Rehabilitation Program – Berlin HVAC Project –K. Liddle

I am requesting permission to request a waiver (3 bid minimum) from DHCD and your acceptance of the bid from **East Coast Heating and Air Conditioning (\$19,515.00)** for the proposed renovations pertaining to a housing rehabilitation project located in Berlin, MD. This acceptance is contingent upon approval of a waiver request from DHCD. A copy of the draft letter is attached.

Two bid openings were held on Monday, October 17 and November 28 for the proposed renovations. The following bid was received:

East Coast Heating and Air Conditioning	\$19,515.00
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Copies of the scope of work and proposed costs are attached for your review.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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



ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

December 6, 2022

Ms. Cindy Stone
Director, Office of Community Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

Dear Ms. Stone,

On behalf of the Worcester County Commissioners, I am writing to request a waiver to the CDBG program procurement policy for the following proposed project. This project and the bid results were reviewed at the Worcester County Commissioners meeting earlier today, at which the Commissioners approved this waiver request.

Kathleen Liddle

11 Fairhaven Court, MD 21811

Exception Request: 3 bid minimum and direct solicitation

This project has been sent out for open public bid twice (10/17/2022 and 11/28/2022) and we only received 1 bid. Under the purchasing guidelines of our funding source (CDBG grant MD-23-CD-25), a minimum of three contractor bids is required. Since we did not receive 3 bids, we would like to request a waiver. We received the following bid:

East Coast A/C **\$19,515.00**

I would like to thank you in advance for your consideration of these requests. If you have additional questions or require clarification on the specifics of Mrs. Liddle's case, please contact me at 410-632-1200, ext. 1171 or via email at dwashington@co.worcester.md.us.

Sincerely,

Davida Washington
Worcester County Housing Rehab.Coordinator



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

A handwritten signature in black ink, appearing to be "RJM", is written over the name and title of the sender.

Subject: Rural Legacy – FY 23 Grant Agreements
 Coastal Bays and Dividing Creek Rural Legacy Areas

Date: 11/21/22

Attached you will find a memorandum from Katherine Munson and agreement for funding for our Rural Legacy Areas. Worcester County ultimately received \$701,879 for the Coastal Bays Rural Legacy Area and \$600,000 for the Dividing Creek Rural Legacy Area, which came out of the \$27,100,477 granted to counties across Maryland under this program. There is no required County match to participate.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. Typically, we request enough money to fund an acreage total that can be serviced by county staff and achievable in an 18 month cycle. This will be used to fund 3 to 5 conservation easements in the county with willing landowners.

This agreement was reviewed by the County Attorney. Therefore, I respectfully recommend that the County Commissioners authorize the Commission President to sign the letter where indicated. The agreement presented is for his signature. Since we share the Dividing Creek Rural Legacy Area with Somerset County, that agreement has also been executed by the Somerset County Commissioners.

If you have any questions or need any additional information please let me know. Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners at your convenience.

Attachments

cc: Roscoe Leslie
 Katherine Munson
 Kim Reynolds



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director
FROM: Katherine Munson, Planner VKM
SUBJECT: FY23 Rural Legacy Area Grant Agreements
DATE: November 21, 2022

Attached please find the FY23 Coastal Bays Rural Legacy Area (CBRLA) and the FY23 Dividing Creek Rural Legacy Area (DCRLA) grant agreements for commissioner review and signature. Also attached is a color map showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C), for each grant.

The first page of the agreement will be dated by DNR following execution by the Rural Legacy Board.

The grant agreements have been reviewed by Roscoe Leslie.

Worcester County was awarded \$701,879 for CBRLA. The DCRLA was awarded \$600,000, shared with Somerset County, who has already signed the grant agreement.

The grant funding will be used to purchase 3-5 conservation easements in Worcester County from willing landowners. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, etc.).

The program is funded by real estate transfer tax revenue (Maryland Program Open Space dollars).

Please contact me with any questions.

Attachments

**RURAL LEGACY GRANT AGREEMENT
CO-SPONSORSHIP: LAND TRUST AND LOCAL GOVERNMENT**

THIS GRANT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, the COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, (“Local Government”), and the LOWER SHORE LAND TRUST, 100 River Road, Snow Hill, Maryland 21863, a non-profit corporation incorporated in the State of Maryland, (“Land Trust”) (hereinafter Local Government and Land Trust are sometimes referred to collectively as the “Sponsor”).

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01., et. seq., has established the Rural Legacy Program (“Program”) to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is (a) a local government, meaning one of Maryland’s 23 counties or one of Maryland’s municipal governments, and (b) a land trust, meaning it is a non-profit, “qualified organization” under Section 170 (h) (3) and accompanying regulations of the Internal Revenue Code established for the purpose of land conservation, including the purchase or other acquisition of interests in real property for preservation purposes, which has entered into a cooperative agreement with the Maryland Environmental Trust;

WHEREAS, the Sponsor represents a Rural Legacy Area known as the Dividing Creek Rural Legacy Area as shown on the map set forth on Attachment A (“Rural Legacy Area”);

WHEREAS, the RLB has designated the Rural Legacy Area submitted in the Sponsor’s application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Area, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on October 12, 2022; and

WHEREAS, the Local Government and the Land Trust shall enter into Project Agreements for each of the Eligible Properties which the Local Government and the Land Trust may acquire, which Project Agreements shall specify the Project Costs that the Local Government may request, on behalf of itself and the Land Trust, for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Acquiring Sponsor is defined as a Local Government and the Land Trust, who are the parties to a particular Project Agreement and who buy a particular Eligible Property pursuant to that Project Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

FSCMCO is defined in Section 4.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.7. of this Agreement.

Local Government is defined as “one of Maryland’s 23 counties or one of Maryland’s municipal governments in which the Eligible Property lies.”

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a state land conservation organization being “the Maryland Agricultural Land Preservation Foundation , the Maryland Environmental Trust, Maryland Department of Natural Resources, or another state organization approved by the RLB.”

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the “Total Grant Amount”) to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

2.2. Grant Period. The “Grant Period” shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is eighteen (18) calendar months from the Effective Date, unless the Grant Period is extended by the Rural Legacy Staff in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. The Local Government and the Land Trust may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Local Government and the Land Trust shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Local Government and the Land Trust may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Local Government, the Land Trust and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Local Government and the Land Trust shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in Section 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Local Government and the Land Trust shall receive from the Total Grant Amount following Sponsor's

satisfaction of the terms of this Agreement, however the disbursement of that portion of the total Grant Amount shall be made by the RLB to the Local Government who shall then disburse any portions thereof due to the Land Trust as provided in Section 2.1 hereof.

3.5. Rural Legacy Program Review, Approval. The Local Government and the Land Trust shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Local Government and the Land Trust shall make every effort to acquire the Eligible Property within forty-five (45) days. The “Project Period” is the time period specified in the Project Agreement for acquisition of the Permitted Real Estate Interest. The Project Period ends on or before the end of the Grant Period.

3.6. Reimbursement. When the Local Government or the Land Trust acquires an Eligible Property, the Local Government (on behalf of itself if the Local Government acquired the Eligible Property or on behalf of the Land Trust who acquired the Eligible Property), may apply to the RLB for reimbursement for Project Costs in accordance with the Project Agreement and Section 6 of this Agreement. As a result, it is not required that the Total Grant Amount be distributed equally among the Land Trust and the Local Government, and in no event will the funds disbursed under this Grant Agreement exceed the Total Grant Amount.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program’s Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the “Rural Legacy Manual”), as they may be amended from time to time, and as sometimes referred to herein collectively as the “Law.”

Section 4. Conditions for Acquisition of Permitted Real Estate Interests .

4.1. Acquisition Activities. As used in this Agreement, FSCMCO shall mean a qualified federal, state, county, or municipal conservation organization (a “FSCMCO”) and for purposes of this Agreement, the Local Government shall be deemed a FSCMCO. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties (“Acquisition Activities”). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a “SLCO” will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest and any FSCMCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Acquiring Sponsor shall contact any SLCO, the FSCMCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Acquiring Sponsor shall submit the form of the proposed special warranty deed (the “Deed”) to the RLB or its designee, any SLCO, the FSCMCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Acquiring Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions available from the Rural Legacy staff or the Acquiring Sponsor shall use the Sponsor’s Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the “Easement Form”). Any changes to the Easement Form shall be approved by the RLB or its designee, the FSCMCO, the SLCO, if any, and any Title Holder. As used herein, “Easement” shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests under this Grant Agreement shall be specified in the Project Agreement as the “Title Holders”. If the Acquiring Sponsor is a land trust, the Acquiring Sponsor shall hold title to all Easements with a FSCMCO.

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO, the FSCMCO and any Title Holder. Any Title Holder, including but not limited to any SLCO or any FSCMCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract The Acquiring Sponsor shall use option contract or contract of sale forms (collectively, “Contract”) approved by the RLB or its designee, the FSCMCO, all Title Holders and the SLCO, if any. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, the FSCMCO, any Title Holders, any SLCO, and the BPW, unless the Acquiring Sponsor is willing to run the risk that the Acquiring Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. The Acquiring Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, the FSCMCO, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Acquiring Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Acquiring Sponsor, the FSCMCO, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4) or (g) any exception unacceptable to the FSCMCO, any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Acquiring Sponsor and any Title Holder with (b) any entity conveying such interest to the Acquiring Sponsor and any Title Holder, the Acquiring Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Acquiring Sponsor, the FSCMCO, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Acquiring Sponsor, the FSCMCO, and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Acquiring Sponsor, the FSCMCO, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible

Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Acquiring Sponsor and any Title Holders or before any reimbursement for such acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. If the Acquiring Sponsor is a land trust, the Easement shall be also held by a FSCMCO. The Easement shall be in form and content acceptable to the RLB, any Title Holder, the FSCMCO and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

The Acquiring Sponsor may dispose of the Acquiring Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by the Acquiring Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1. Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse an Acquiring Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Acquiring Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2. Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Acquiring Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5. Advance Payment. The Acquiring Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Acquiring Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, an Acquiring Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. An Acquiring Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6. Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of the final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Acquiring Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Acquiring Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Local Government and the Land Trust shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years from the anniversary of the closing date. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. The Local Government, in coordination with the Land Trust, shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below, either jointly and severally against the Local Government, and the Land Trust, or against one or more of them, at the sole discretion of the State of Maryland and the RLB:

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other parties.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of

partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, state and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. Financial Disclosure. Sponsor agrees to comply with State Finance and Procurement Article, Section 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State of Maryland, including its agencies; and receives in the aggregate of One Hundred Thousand Dollars (\$100,000.00) or more during a calendar year shall within thirty (30) days of the time when the One Hundred Thousand Dollars (\$100,000.00) is reached, file with the Maryland Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of five percent (5%) or more of the contracting business.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. Political Contribution Disclosure. Sponsor shall comply with the provisions of Article 33, Sections 30.1 through 30.4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, during a calendar year under which the person receives in the aggregate Ten Thousand Dollars (\$10,000.00) or more shall, on or before February 1 of the following year, file with the Maryland Secretary of State certain specified information to include disclosure of political contributions in excess of One Hundred Dollars (\$100.00) to a candidate for elective office in any primary or general election.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

12.14. Certificate of Corporation. The Land Trust hereby certifies that it is a domestic not-for-profit corporation which is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland and is in good

standing and has filed all its annual reports with the State of Maryland Department of Assessments and Taxation and registrations and any other requirements required pursuant to the laws of the State of Maryland regarding not-for-profit corporations.

The Land Trust further certifies that as of the date of this Agreement, the Land Trust has paid all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and Employment Security Administration and paid all withholding Taxes due to the State of Maryland.

12.15. Joint and Several Liability. The Sponsor shall be jointly and severally liable under this Agreement.

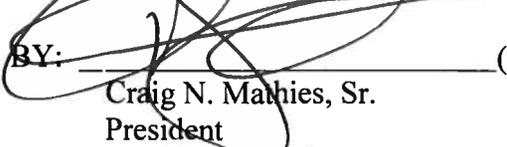
SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:


(Signature)
Ralph O. Taylor
(Print Name)

COMMISSIONERS FOR SOMERSET COUNTY:

BY:  (SEAL)
Craig N. Mathies, Sr.
President

DATE: 11/15/22

WITNESS/ATTEST:

(Signature)

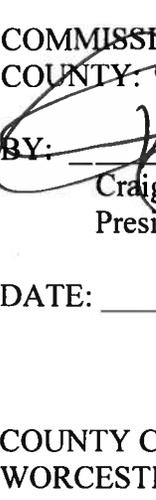
(Print Name)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

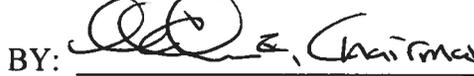
BY: _____ (SEAL)
Joseph M. Mitrecic
President

DATE: _____

WITNESS/ATTEST:


(Signature)
Catherine Patton
(Print Name)

LOWER SHORE LAND TRUST:

BY:  (SEAL)
Hugh Cropper, IV
Chairman

DATE: 11/16/22

WITNESS/ATTEST:

(Signature)

(Print Name)

STATE OF MARYLAND RURAL LEGACY BOARD:

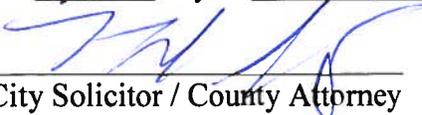
BY: _____
Jeannie Haddaway-Riccio
Chairman, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

Assistant Attorney General

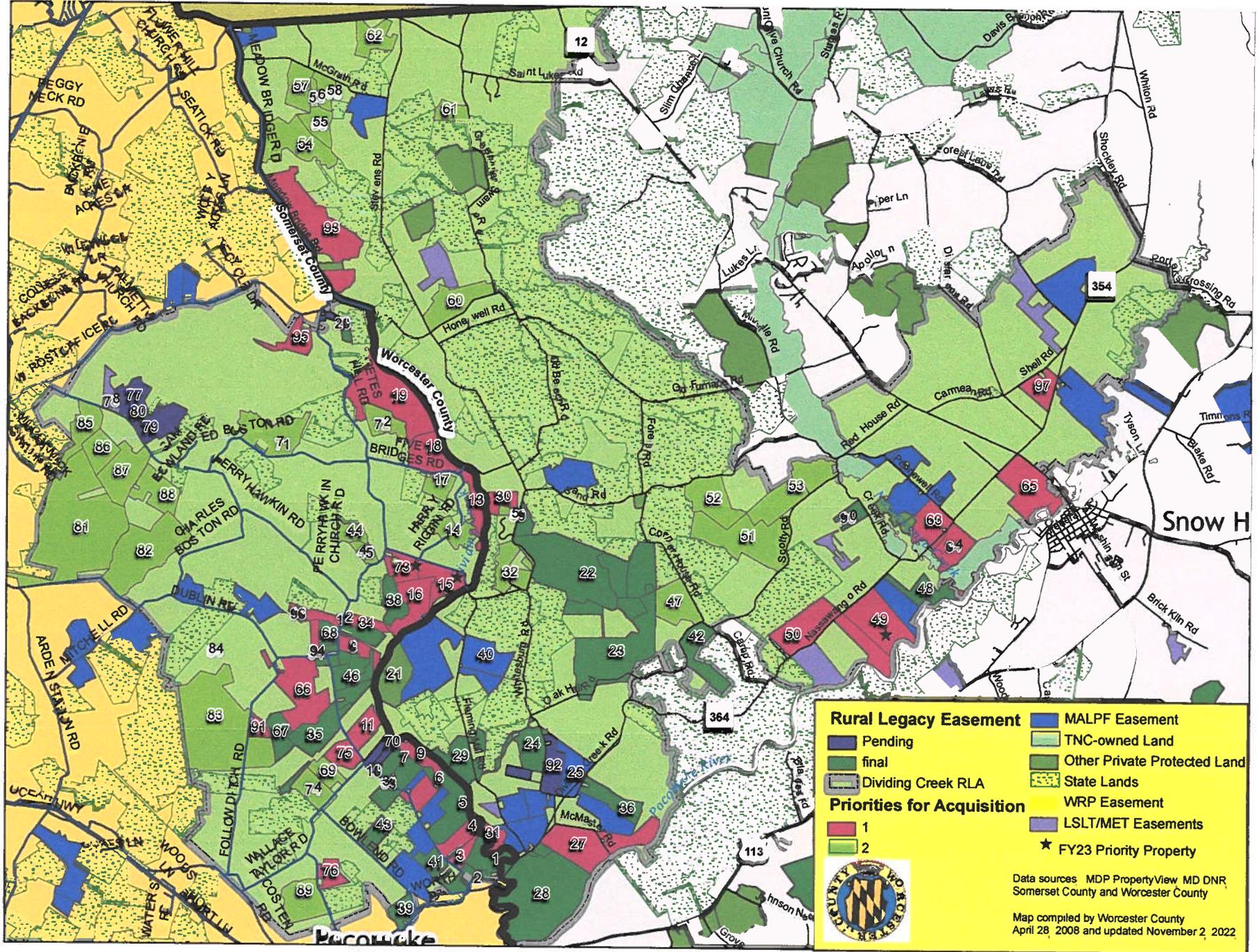
Approved as to form and legal sufficiency
this 15th day of Nov., 2022.



City Solicitor / County Attorney

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

City Solicitor / County Attorney



**Dividing Creek Rural Legacy Area,
 Worcester & Somerset Counties**



ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 1 of 3

The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:
 - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
 - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
 - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation
 - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
 - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program
 - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
 - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

Page 2 of 3

4. Stewardship

A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.

6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the quarterly and annual reports required under section 8.1 and 8.2 of this Grant Agreement.

7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

**ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

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values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights', riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.
9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.
10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.
11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.
12. Progress Reports. Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.
13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

**ATTACHMENT C
DIVIDING CREEK RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT**

Page 1 of 1

**Rural Legacy Grant Agreement
Attachment C**

Rural Legacy Area Dividing Creek		FY 2023 Grant Award	
Sponsor's Name Somerset and Worcester Counties; and Lower Shore Land Trust			
Contact Name Jared R. Parks, Lower Shore Land Trust, Land Programs Manager		Contact Telephone Number 443-234-5587	
Contact Address 100 River Street, Snow Hill, MD 21863			
In accordance with Section 2.1, Amount of Grant Not to Exceed \$600,000			

Rural Legacy Model Easement being used: Yes No (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
West, Lee (#15 on map)	34589 Flemming Mill Pond Road	1	Som	25	39	18			164		X
West, Lee (#73 on map)	34163 Flemming Mill Pond Road	1	Som	25	113	18			101		X
Boyer Family (#24 on map)	Nassawango Road	1	Wor	62	24	24			256		X

**RURAL LEGACY GRANT AGREEMENT
SPONSOR: LOCAL GOVERNMENT**

THIS GRANT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a local government, Department of Environmental Programs, 1 West Market Street, #1306, Worcester County Government Center, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the “Sponsor” or the “Local Government”).

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01, et. seq., has established the Rural Legacy Program (“Program”) to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is a local government, meaning one of Maryland’s 23 counties or one of Maryland’s municipal governments;

WHEREAS, the Sponsor has filed an application to designate a Rural Legacy Area, known as the Coastal Bays Rural Legacy Area shown on the map set forth on Attachment A (“Rural Legacy Area”);

WHEREAS, the RLB has designated the Rural Legacy Area submitted in the Sponsor’s application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Area, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on October 12, 2022; and

WHEREAS, the Sponsor shall enter into Project Agreements for Eligible Properties, which the Sponsor may acquire, which Agreements shall specify the Project Costs that the Sponsor may request for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.7. of this Agreement.

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a State Land Conservation Organization being “the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, Maryland Department of Natural Resources, or another State organization approved by the RLB.”

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Seven Hundred One Thousand Eight Hundred Seventy-Nine Dollars (\$701,879) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

2.2. Grant Period. The "Grant Period" shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is eighteen (18) calendar months from the Effective Date, unless the Grant Period is extended by the Rural Legacy Staff in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. A Sponsor may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written

request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Sponsor shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Sponsor may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Sponsor and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Sponsor shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Sponsor shall receive from the Total Grant Amount following Sponsor's satisfaction of the terms of this Agreement.

3.5. Rural Legacy Program Review, Approval. A Sponsor shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Sponsor shall make every effort to acquire the Eligible Property within forty-five (45) days.

3.6. Reimbursement. A Sponsor who acquires an Eligible Property may apply to the RLB for reimbursement of Project Costs in accordance with the Project Agreement and Section 6 of this Agreement.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program's Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the "Rural Legacy Manual"), as they may be amended from time to time, and as sometimes referred to herein collectively as the "Law."

Section 4. Conditions for Acquisition of Permitted Real Estate Interests.

4.1. Acquisition Activities. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties ("Acquisition Activities"). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a SLCO will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Sponsor shall contact any SLCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Sponsor shall submit the form of the proposed special warranty deed (the "Deed") to the RLB or its designee, any SLCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions, available from the Rural Legacy staff, or the Sponsor shall use the Sponsor's Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the "Easement Form"). Any changes to the Easement Form shall be approved by the RLB or its designee, the SLCO, if any, and any Title Holder. As used herein, "Easement" shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests acquired under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders".

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO and any Title Holder. Any Title Holder, including but not limited to any SLCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract. The Sponsor shall use option contract or contract of sale forms (collectively, "Contract") approved by the RLB or its designee. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, any Title Holders, any SLCO, and the BPW, unless the Sponsor is willing to run the risk that the Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Sponsor, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4.), or (g) any exception unacceptable to any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Sponsor and any Title Holder with (b) any entity conveying such interest to the Sponsor and any Title Holder, the Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Sponsor, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Sponsor and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Sponsor, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Sponsor and any Title Holders or before any reimbursement for such acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement held by a SLCO which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. The Easement shall be in form and content acceptable to the RLB, any Title Holder and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

Sponsor may dispose of the Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1. Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse a Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2. Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1 ½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long-term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5. Advance Payment. The Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, a Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. A Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6. Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Sponsor shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years from the anniversary of the closing date. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. Sponsor shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the State fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement. The Sponsor's indemnification of the State of Maryland and all of its representatives under this Section is subject to the availability of funds appropriated by Worcester County, Maryland for such purpose. The County Commissioners of Worcester County, Maryland hereby agrees to use their best efforts to include a request in the Annual

Budget and Appropriations Ordinance to appropriate funds in the event there is an indemnification cost to the Sponsor under this Section.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below:

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;
- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other party.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity

of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, State and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. INTENTIONALLY DELETED.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or

agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. INTENTIONALLY DELETED.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

(Signature)

BY: _____ (SEAL)
Joseph M. Mitrecic
President



(Print Name)

DATE: _____

(Title)

WITNESS:

STATE OF MARYLAND
RURAL LEGACY BOARD:

(Signature)

BY: _____ (SEAL)
Jeannie Haddaway-Riccio
Chair, Rural Legacy Board

(Print Name)

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

Assistant Attorney General

Approved as to form and legal sufficiency
this _____ day of _____, 2022.

City Solicitor / County Attorney



**ATTACHMENT A
COASTAL BAYS RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1**

**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

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The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:
 - A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.
 - B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.
 - C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation
 - A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.
 - B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program
 - A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.
 - B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT**

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4. Stewardship
 - A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three-year intervals, based on national standards and practices for easement programs.

5. Supporting Activities. In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.

6. Property List. This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in Attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for the change. The change shall be reflected in the quarterly and annual reports required under section 8.1 and 8.2 of this Grant Agreement.

7. Protection of Rural Legacy Area. The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the

**ATTACHMENT B
COASTAL BAYS RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
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values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights's, riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.
9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.
10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.
11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.
12. Progress Reports Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.
13. Future Funding The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

**ATTACHMENT C
COASTAL BAYS RURAL LEGACY AREA
FY 2023 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1**

Rural Legacy Area: Coastal Bays	FY 2023 Grant Award
Sponsor's Name: County Commissioners of Worcester County	
Contact Name: Katherine Munson	Contact Telephone Number: 410-632-1220 ext 1302
Contact Address: Worcester County Department of Development Review and Permitting; 1 W. Market St, #1302; Snow Hill, MD 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed \$701,879	

Rural Legacy Model Easement being used: Yes No (If no, then attach the Alternate Model Easement to be used)

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Blank, William B., Jr.	7440 Public Landing Road; Snow Hill	1	WO	64	112	17			283.69		Yes
Bruning Properties, LLC	8513 Cedartown Road; Snow Hill	1	WO	57	35	22			543.26		Yes
Aydelotte Benjamin and Brooks Aydelotte	Payne Road, Pocomoke City	1	WO	101	21	3			190		Yes
Jones, Richard and Carolyn estate	Brantley Road, Pocomoke City	1	WO	93	71	13			81		Yes
John T. Payne Sr Family Trust et al	Stockton Road, Pocomoke City	1	WO	85	23	12			113.22		Yes



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 6, 2022
RE: Request to Bid – FY23 Corrugated Metal and Plastic Pipe

Attached for your review and approval are bid documents for the purchase of corrugated metal and plastic pipe for the Roads Division of Public Works. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these goods.

Funding in the amount of \$60,000 for this purchase was approved in the current FY23 operating budget in account 100.1202.6140.040, Public Works Solid Waste Building Site Expenses Buildings and Grounds Maintenance.

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



ADVERTISEMENT

Bid Solicitation – Corrugated Metal and Plastic Pipe

Worcester County is seeking Bids from qualified Vendors for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works in conformity with the requirements contained herein Bid Documents.

Bid Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at nrice@co.worcester.md.us or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's [website](#). Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Bid Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Bid Documents.

The last day for questions will be noon on Wednesday, December 21, 2022. Sealed Bid Documents are due no later than 2:30pm on Wednesday, December, 28, 2022 and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Bid Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
Procurement Officer
Worcester County, Maryland

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Corrugated Metal and Plastic Pipe

DEPARTMENT: Public Works – Roads Division

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Wednesday, December 28, 2022

TIME: 2:30 PM

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be noon on Wednesday, December 21, 2022.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **CORRUGATED METAL AND PLASTIC PIPE** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS**A. SCOPE**

1. The County is seeking bids from qualified Vendors for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of one (1) year from the Notice to Proceed date, ("Contract Period").
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing within sixty (60) calendar days of each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe.
2. HDPE Double Wall without Bell End Plastic Pipe.
3. No dimple bands, no individual lugs, only bands with angles across width of band or approved equal will be accepted for pipe sizes larger than 18".
4. All pipes cut to meet size requirements must be re-rolled.
5. All pipe deliveries shall be F.O.B. Destination - Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863.
 - a. Delivery charges shall be included in the bid price.
6. Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

E. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

F. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for delivered goods.

G. QUESTIONS

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

H. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "CORRUGATED METAL AND PLASTIC PIPE" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
1	GCCMP	12	48"	20'	5	LF	\$	\$
2	GCCMP	12	48"	16'	4	LF	\$	\$
3	GCCMP	12	48"	14'	6	LF	\$	\$
4	BANDS		48"		3	EA	\$	\$
5	GCCMP	12	42"	20'	2	LF	\$	\$
6	GCCMP	12	42"	16'	2	LF	\$	\$
7	GCCMP	12	42"	14'	4	LF	\$	\$
8	GCCMP	12	36"	16'	3	LF	\$	\$
9	GCCMP	12	36"	14'	1	LF	\$	\$
10	GCCMP	12	36"	12'	1	LF	\$	\$
11	BANDS		36"		4	EA	\$	\$
12	GCCMP	14	30"	20'	1	LF	\$	\$
13	GCCMP	14	30"	16'	7	LF	\$	\$
14	GCCMP	14	30"	14'	2	LF	\$	\$
15	GCCMP	14	30"	12'	4	LF	\$	\$
16	GCCMP	14	24"	20'	14	LF	\$	\$
17	GCCMP	14	24"	16'	4	LF	\$	\$
18	GCCMP	14	24"	14'	1	LF	\$	\$

ITEM 4

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
19	GCCMP	16	18"	20'	10	LF	\$	\$
20	GCCMP	16	18"	16'	10	LF	\$	\$
21	GCCMP	16	18"	14'	10	LF	\$	\$
22	GCCMP	16	15"	20'	14	LF	\$	\$
23	GCCMP	16	15"	16'	13	LF	\$	\$
24	GCCMP	16	15"	14'	9	LF	\$	\$
25	BANDS		15"		15	EA	\$	\$
26	GCCMP	16	12"	20'	11	LF	\$	\$
27	GCCMP	16	12"	16'	12	LF	\$	\$
28	GCCMP	16	12"	14'	19	LF	\$	\$
29	GCCMP	16	12"	12'	10	LF	\$	\$
30	GCCMP	16	12"	10'	12	LF	\$	\$
31	BANDS		12"		20	EA	\$	\$
32	HDPE Double Wall Plastic		30"	20'	5	LF	\$	\$
33	HDPE Double Wall Plastic		24"	20'	2	LF	\$	\$
34	HDPE Double Wall Plastic		18"	20'	2	LF	\$	\$
35	HDPE Double Wall Plastic		15"	20'	9	LF	\$	\$
36	HDPE Double Wall Plastic		12"	20'	3	LF	\$	\$
<u>TOTAL (INCLUDING ALL PIPE)</u>								

Vendor agrees to deliver within 30 calendar days from the date of order. (Yes)____ (No)____ Check One.

If unable to meet delivery timeframe listed above due to supply chain issues, please indicate a reasonable lead time for delivery. _____ days

ITEM 4

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____
Signed By: _____ In the presence of: _____
Address of Vendor: _____ Town, State, Zip _____
Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____
Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____
Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

- 1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

- the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 6, 2022
RE: Request to Bid – Portable Toilet Services

Attached for your review and approval are bid documents for portable toilet services at various locations throughout Worcester County, including Public Works, Parks and our Boat Ramps. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services was approved in the current FY23 operating budget under various accounts within Public Works and Parks.

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



ADVERTISEMENT

Bid Solicitation – Portable Toilet Services

Worcester County is seeking Bids from qualified Vendors to provide Portable Toilet Services at various locations throughout Worcester County, including Public Works, Parks and our Boat Ramps in conformity with the requirements contained herein Bid Documents.

Bid Documents for the above referenced project may be obtained from the Worcester County Commissioner's Office by either e-mailing the Procurement Officer, Nicholas Rice, at nrice@co.worcester.md.us or by calling 410-632-1194 during normal business hours, or via the County's Bids page on the County's [website](#). Vendors are responsible for checking this website for addenda prior to submitting their bids. Worcester County is not responsible for the content of any Bid Document received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of their Completed Bid Documents.

The last day for questions will be noon on Wednesday, December 28, 2022. Sealed Bid Documents are due no later than 2:30pm on Wednesday, January 4, 2023 and will be opened and read aloud in the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863.

Late Bid Documents will not be accepted.

Minority vendors are encouraged to compete for award of the solicitation.

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
Procurement Officer
Worcester County, Maryland

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Portable Toilet Services

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Wednesday, January 4, 2023

TIME: 2:30 PM

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for Portable Toilet Services at various locations throughout Worcester County, including Public Works, Parks and our Boat Ramps in conformity with the requirements contained herein (“Bid Document(s)”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, December 28, 2022.**
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **PORTABLE TOILET SERVICES** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS**A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to provide Portable Toilet Services at various locations throughout Worcester County, including Public Works, Parks and our Boat Ramps in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid from February 1, 2023 through January 31, 2024 (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Unit pricing will not change during the Contract Period.
4. The number of contracted portable restrooms is subject to change whether in increases or decreases, due to changes being made throughout the County properties.
 - a. Unit pricing will be used for additional or temporary requests.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Administration Office in writing within 60 days of each subsequent year regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. PUBLIC WORKS

- a. Supply and service three (3) flush with sink portable restrooms located at the Solid Waste sites and one (1) handicap unit at the County’s Firing Range according to the attached portable restroom schedule.
- b. All portable restrooms will be cleaned, to include pumping waste tanks, replenishing of water tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.
- c. All portable restrooms will be in good and acceptable condition to the County at all times.
- d. All portable restrooms will be self-contained portable chemical type and will be serviced per the attached schedules.
 - i. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- e. All portable restrooms will be secured to the site with rebar or some other type of anchorage as approved by the County.
- f. All handicap accessible portable restrooms will have secured ramps to meet ADA compliance.
- g. All portable restrooms will be supplied with hand sanitizing units with waterless solutions.
- h. Invoicing for Solid Waste and County Firing Range (Public Works) shall be submitted to the Worcester County Department of Public Works- Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863.

- i. Contact for Public Works portable restrooms shall be Michael Hutchinson, Maintenance Superintendent at 410-632-3766.
- i. Any damages to the portable restroom shall be the responsibility of the contractor at no additional cost to the County. The repairs shall take place within 24 hours of notification to the company of damages.

2. PARKS AND BOAT RAMPS

- a. Parks - Supply and service eleven (11) handicap accessible and eleven (11) standard portable restrooms according to the attached portable restroom schedule.
 - i. Service is to include pumping of waste tanks, general cleaning and sanitizing, and supplying of toilet tissue.
- b. Boat Ramps - Supply and service eight (8) handicap accessible portable restrooms including stabilized ramps and two (2) standard portable restrooms located at the County boat ramps according to the attached portable restroom schedule.
 - i. All portable restrooms are to be cleaned, to include pumping waste tanks, general cleaning, sanitizing, supplying toilet tissue and hand sanitizer.
- c. Toilets shall be self-contained portable chemical type and shall be serviced per the attached portable restroom Schedule.
- d. Toilet and service procedure must comply with the State of Maryland Department of Health and Mental Hygiene Rule 26.04.02.07 and 26.04.02.08.
- e. A record shall be submitted each month with an itemized statement stating the location and quantities of portable restrooms, also included on the reports shall be work completed for that month.
 - i. Submit to the Worcester County Department of Recreation & Parks, Attn: Jacob Stephens, Parks Superintendent, 6030 Public Landing Road, Snow Hill, MD 21863.
- f. Contacts for park portable restrooms shall be Jacob Stephens, Parks Superintendent at 443-783-9181, or Heather McRoberts, Recreation & Parks Office Assistant at 410-632-2144, ext.2504.
- g. Any damages to the portable restroom shall be the responsibility of the contractor at no additional **cost to the County**. The repairs shall take place within 24 hours of notification to the company of damages.
- h. If work is not performed as per specifications on attached schedule, receipts shall be required after completion of each service.
- i. All standard and handicapped units should be equipped with hand sanitizer units with a waterless solution.

E. SCHEDULES

1. PUBLIC WORKS

- a. Service to be performed once per week (February 1 to January 31)

SOLID WASTE DIVISION

<u>LOCATION</u>	<u>UNIT DESCRIPTION</u>	<u>TYPE</u>
Berlin, MD HOCC	1 Flush w/sink	A
Snow Hill, MD HOCC	1 Flush w/sink	A
Pocomoke, MD HOCC	1 Flush w/sink	A

COUNTY FIRING RANGE

<u>LOCATION</u>	<u>UNIT DESCRIPTION</u>	<u>TYPE</u>
Newark, MD – Langmaid Road	1 Handicap Accessible	B

2. PARKS

a. Schedule 1 – Passive Parks (February 1 to January 31)

i. Serviced once per week

<u>LOCATION</u>	<u>UNIT DESCRIPTION</u>
Newark Park	1 Handicap Accessible
Stockton Park	1 Handicap Accessible
Whaleyville Park	1 Handicap Accessible
Girdletree Park	1 Handicap Accessible

b. Schedule 2 – Active Parks

i. *Off-Peak Season, serviced once per week

a. November 1 to February 28

ii. **Peak Season, serviced twice per week on Mondays and Fridays

a. March 1 to October 31

<u>LOCATION</u>	<u>UNIT DESCRIPTION (*Off-Peak)</u>	<u>UNIT DESCRIPTION (**Peak)</u>
Bishopville Park	1 Handicap Accessible	1 Handicap Accessible
Homer Gudelsky Park	1 Handicap Accessible	1 Handicap Accessible
Isle of Wight Nature Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
John Walter Smith Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard
Newtown Park	1 Handicap Accessible	1 Handicap Accessible & 1 Standard
Northern Worcester Athletic Complex	1 Handicap Accessible	1 Handicap Accessible & 5 Standard
Showell Park	1 Handicap Accessible	1 Handicap Accessible & 2 Standard

3. BOAT RAMPS

a. Service to be performed twice per week on Mondays and Fridays

i. April 1 to November 30

ii. The handicap-accessible restroom located at the Public Landing Boat Ramp will be serviced continually for twelve (12) months

<u>LOCATION</u>	<u>UNIT DESCRIPTION</u>	<u>TERM</u>	<u>TYPE</u>
Shell Mill	1 Handicap w/ramp	8 months	A
Gum Point	1 Handicap w/ramp	8 months	A
South Point	1 Handicap w/ramp	8 months	A
Mason Landing	1 Handicap w/ramp	8 months	A
Public Landing	1 Handicap w/ramp	12 months	A
Public Landing	2 Standard	8 months	B
Taylor Landing	1 Handicap w/ramp	8 months	A
George Island Landing	1 Handicap w/ramp	8 months	A
Cedar Hall	1 Handicap w/ramp	8 months	A

F. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

G. ATTACHMENTS

1. Site directions to all of the locations to be serviced.

H. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.

I. QUESTIONS

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

J. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “PORTABLE TOILET SERVICE” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

SOLID WASTE/COUNTY FIRING RANGE

ITEM	DESCRIPTION	SERVICE FREQUENCY	UNIT COST/MONTH	# OF UNITS	# OF MONTHS	EXTENDED PRICE
1	Portable restroom – Flush w/sink unit (A)	Once/week		3	12	
2	Portable restroom – Handicap unit (B)	Once/week		1	12	
TOTAL (PUBLIC WORKS)						

PARKS

ITEM	DESCRIPTION	SERVICE FREQUENCY	UNIT COST/MONTH	# OF UNITS	# OF MONTHS	EXTENDED PRICE
3	Portable restroom – Handicap unit (Schedule 1)	Once/week		4	12	
4	Portable restroom – Standard unit (Schedule 2 – Peak Season)	Twice/week		11	8	
5	Portable restroom – Handicap unit (Schedule 2 – Off-Peak Season)	Once/week		7	4	
6	Portable restroom – Handicap unit (Schedule 2 – Peak Season)	Twice/week		7	8	
TOTAL (PARKS)						

BOAT RAMPS

ITEM	DESCRIPTION	SERVICE FREQUENCY	UNIT COST/MONTH	# OF UNITS	# OF MONTHS	EXTENDED PRICE
7	Portable restroom – Handicap unit (A)	Twice/week		1	12	
8	Portable restroom – Handicap unit (A)	Twice/week		7	8	
9	Portable restroom – Standard unit (B)	Twice/week		2	8	
TOTAL (BOAT RAMPS)						
TOTAL (INCLUDING PUBLIC WORKS, PARKS & BOAT RAMPS)						

ITEM 5

Vendor agrees to have the Work completed within the timeframes listed in the Bid Specifications.
(Yes)____ (No) _____ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

- 1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A**WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS**

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

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

- the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

Directions to Worcester County Solid Waste Transfer Stations**Berlin Homeowner Convenience Center:**

Turn off of Route 50 onto Seahawk Road that runs next to Stephen Decatur High School. Turn right past the Middle School onto Flower Street. Follow until see Transfer Station sign on Flower Street turn left.

Newark Central Site:

Turn off of Route 113 onto Central Site Lane north of Worcester County Vocational Center. Follow road to transfer station.

Snow Hill Homeowner Convenience Center:

Turn off of Route 113 onto Bay Street towards Snow Hill (Route 365). Make first right onto Timmons Street. Follow into bend and make first right onto Holly Court. Follow into transfer station.

Pocomoke Homeowner Convenience Center:

Turn off of Route 113 onto Byrd Road. Turn left onto Pocomoke Landfill Road. Follow into transfer station.

Directions to Worcester County Sheriff's Department Firing Range

Turn off of Route 113 at Newark Station onto Langmaid Road. Follow Langmaid Road all the way to the end. It will be necessary for the driver to stop by the Maintenance Department to pick up a key to the lock to gain access.

Directions to Worcester County Boat Ramps

Shell Mill Boat Ramp (Bishopville): Turn off of Route 113 onto Bishopville Road (Route 368) then onto St. Martins Neck Road (Route 367). Then onto Shell Mill Road, boat ramp at end.

Gum Point Boat Ramp (Berlin): Turn off of Route 113 onto Route 50 headed east. Turn onto Racetrack Road (Route 589) then onto Gum Point Road. Boat Ramp on right side approximately 2 miles.

South Point Boat Ramp (Berlin): Turn off of Route 50 onto Route 611 heading towards Assateague. Turn onto South Point Road and follow to end.

Mason Landing Boat Ramp (Newark): Turn off of Route 113 onto Langmaid Road away from Newark Station. Make first left onto Marshall Creek Road. Follow to end.

Public Landing Boat Ramp (Snow Hill): Turn off of Route 113 onto Public Landing Road (Route 365, away from Snow Hill). Follow to end.

Taylor Landing Boat Ramp (Girdletree): Turn off of Route 113 onto Route 12 (Away from Snow Hill). Turn left onto Box Iron Road, then bear right onto Taylor Landing Road. Follow to end.

George Island Landing Boat Ramp (Stockton): Turn off of Route 113 onto Route 12 past Girdletree towards Stockton. Turn left onto Route 366 (George Island Landing Road). Follow to end.

Cedar Hall Boat Ramp (Pocomoke): Located 6 miles from Route 13 off Route 371 in Pocomoke, end of Cedar Hall Wharf Road.

Directions to Worcester County Parks

Bishopville Park - 10602 Bishopville Rd: Turn off Route 113 on to Bishopville Road (Route 367). Follow road into Bishopville, park is on the right prior to Jarvis Road.

Herring Creek Nature Park - 12500 Nature Park Drive: Turn off Route 50 on to Keyser Point Road. Turn left onto Nature Park Drive. Follow into park.

Homer Gudelsky Park - 13055 Old Bridge Rd: Turn off Route 50 on to Golf Course. Turn left onto Old Bridge Road (Route 707). Follow to the park at the end.

Isle of Wight Park - 13090 St. Martin's Neck Road: Park entrance is at the intersection of Route 90 and St. Martin's Neck Road.

John Walter Smith Park - 6022 Public Landing Rd: Turn off Route 113 on to Public Landing Road. Turn left on John Walter Smith Park Road and the entrance to the park.

Newark Park - 8332 Newark Rd: Turn off Route 113 on to Newark Road. Park is next to the fire house.

Newtown Park - 2001 Groton Rd: Turn off Route 113 on to Groton Road. Park entrance is on the right. Alternative Entrance: Turn off Route 113 on to Newtown Park Road. Follow into the park.

Northern Worcester Athletic Complex - 9906 Buckingham Lane: Turn off Route 113 on to S Main Street. Turn left on to Buckingham Lane. Turn left on to Ball Park Road and the entrance to the park.

Showell Park - 11281 Racetrack Rd: From Route 113: Turn off Route 113 on to Racetrack Road. Park is on the right across from Showell Elementary School. From Route 50: Turn off Route 50 on to Racetrack Road. Park is on the left across from Showell Elementary School.

Stockton Park - 5520 Bursley Rd: From Route 13: Turn off Route 13 on to Stockton Road (Route 366). Follow road to Stockton, make a left on to Hursley Road and the entrance to the park. From Route 113: Turn off on to Snow Hill Road (Route 12). Follow road to Stockton. Make a right on to Stockton Road (Route 366). Make a right on to Hursley Road and the entrance to the park.

Whaleyville Park - 11723 Sheppard's Crossing Rd: Turn off Route 50 on to Whaleyville Road (Route 610). Turn right on to Sheppard's Crossing Road. Park is the first right.

Girdletree Park - 5841 Box Iron Rd: Turn off Route 113 on to Snow Hill Road (Route 12). Follow road in to Girdletree. Make a left on Box Iron Road. Park entrance is on the left.

Future Contract Addition: Greys Creek - 13236 Rollie Road East: Turn off Route 113 on to Bishopville Road (Route 367). Bishopville Road turns in to Hudson Road upon entering Delaware. Make a right on to Lighthouse Road (Route 54). Turn right on to Williamsville Road. Williamsville Road turns in to Delaware Road upon re-entering Maryland. Turn right on to Rollie Road, bearing right on to Rollie Road East. Park is on the left.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 6, 2022
RE: Request to Contract – Courthouse Roof Project

Public Works is requesting \$180,000.00 for a roof coating to be applied on the Courthouse flat roof sections. Funding has been designated and is available in Assigned Funds within the Courthouse Roof account.

The existing 15,000 square feet of flat roof areas at the Courthouse are 30 years old +/- and requires weatherproofing to properly protect and maintain the structure. The roof is an EPDM (Ethylene Propylene Diene Monomer) which is a rubber style membrane common in commercial construction with a life expectancy of 25 to 30 years. This roofing material is reinforced with fibrous threading called scrim which is captured within the compounds of the membrane. Currently there are numerous weathered and worn areas exposing the scrim causing issues within the building. These areas include Court Room 2, various offices and hallways.

Public Works has met with various contractors and manufacturers as well as our architectural and engineering firm to evaluate which steps will be most prudent for the County in these questionable times. We evaluated complete roof replacements and the application of coating systems. Based on continued supply chain shortages, nonexistent pricing guarantees and consistent labor shortages, a roof coating system was found to be the best option that offers a 20-year warranty.

Tecta America and Ironshore Contracting were contacted. Both companies have shown they can perform to our standards. Tecta America's pricing was obtained through the National Cooperative Purchasing Alliance (NCPA) for a total of \$277,650.00. Ironshore Contracting's pricing was obtained through the Equalis Group Cooperative Pricing Program for a total of \$168,750.00. Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services.

After a thorough evaluation of each proposal and their associated cooperative purchasing program, we recommend Ironshore Contracting to complete the aforementioned project.

Coordination of this work with Ironshore Contracting and the Court System will be a challenge while maintaining full operation of the Courthouse however, the Maintenance Division will work with all entities within to complete the work in the timeliest manner possible.

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



1000 Haverhill Rd
Baltimore, MD 21229
Ph: (443) 552-5732
Fax: (443) 552.7136
jwhyte@ironshoregrp.com

October 27, 2022

ATTN:
Vincent Arillo
Worcester County
Department of Public Works

Snow Hill Courthouse – Roof Coating Proposal

IronShore Contracting is pleased to provide the following scope of work:
Proposal is based off of drawings provided by: Davis Bowen & Friedel, Inc. Collective dated: 11/21/2021

- Set up safety
- Load materials to predetermined roof area.
- Apply cleaner and power wash predetermined roof area to be repaired.
- Apply fiber reinforced silicone base coat to all seams and penetrations.
- Apply silicone topcoat over the roof area.
- Remove all job-related debris and dispose of offsite.
- Provide two (2) year contractor's workmanship warranty.
- Provide twenty (20) year manufacturer's warranty.

Total Price to Perform Scope of Work Above: \$168,750.00

Exclusions:

- This proposal does not figure interior protection from dust that may become dislodged from decking, supports, etc. once roofing begins or from debris that may filter into the building between gaps, seams, etc. at the substrate.
- In order to install the new roofing system, some condensing units may need to be disconnected and/or raised so roofing can be installed underneath of them.
 - Disconnecting and reconnecting units will be the responsibility of others.
 - This proposal assumes the units are in good working order.
 - IronShore Contracting does not take any responsibility to upgrade or replace deteriorated unit parts etc.
- All abatement, structural, masonry, and carpentry work.
- This proposal does not ground protection.
- Permits.

Notes:

- Equalis RoofConnect Contract # R10-1101A
- This proposal pricing is good for products purchased and shipped through December 31, 2022.
 - NOTE: Vendors will not commit to pricing past the above date.
 - Due to the volatility in the pricing and availability of construction and roofing related materials; IronShore can no longer guarantee pricing in addition to the delivery dates of corresponding materials.
 - Pricing in this proposal and/or contract may increase based upon actual cost and material availability at time of roof installation.
- The owner will need to provide parking, access, staging for our men and equipment.
- Installing the new roof will create some noise and odor.
- This proposal figures this work can be done between the hours of 7:00 am to 5:30 pm Monday through Friday.
 - Any delays to these times may result in additional cost.
 - Notifying tenants that roofing work is in progress will be the responsibility of others.
- This proposal acknowledges the replacement of 125 square feet of wet insulation itemized in the infrared roof inspection, dated June 27, 2022.
 - NOTE: Any additional wet/deteriorated insulation can be replaced at the rate detailed in the add alternates below.

Add Alternate:

- Additional wet gypsum replacement – \$27.75/board foot
- Additional Wet insulation replacement – \$6.50/sf
- Remove the existing sealant at the existing counter flashing and replace with new – \$7.35/LF.

Respectfully Submitted,

John Whyte
Business Development

FID: 38-3758816
MDOT Cert. #: 09-384

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: November 28, 2022
SUBJECT: Water & Wastewater Division - Ocean Pines Service Area
Capital Equipment Budgeted and Unbudgeted Purchases

Public Works is requesting Commissioner approval to use a total \$95,370.00 for two equipment purchases at the Ocean Pines Wastewater Treatment Plant. The two proposed purchases would cover the following repairs:

- Repair of Aerator for Treatment Unit 4 by Flender Corp (\$63,370)
- Replacement of walkway grating replacement at Flow Equalization Tank 1 (FET 1) by K&Z Mechanical (\$32,000)

Adequate funding is currently available in Ocean Pines Treatment Plant Capital Equipment Account 555.8003.9010.090.

Public Works had originally budgeted a total of \$100,000 in the Ocean Pines WWTP Capital Equipment budget which consisted of \$55,000 for repair of the aerator for treatment unit 4 and \$45,000 for the replacement of a mixer on FET 1, both items are over budget due to market inflation. After discussions with plant operation staff, the replacement aerator was determined to be the higher priority. It is requested to use the remaining capital equipment funds to replace rusted out grating on top of FET 1 which can no longer support personnel and has become a safety hazard. Public Works will reintroduce the mixer replacement request in the FY 24 capital equipment budget with an appropriate cost increase to account for inflation.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Tony Fascelli, Water & Wastewater Superintendent

For inquiries please state
Customer number **Date printed**
100000 **11/10/2022**
Quotation number
2312587

Flender Corp., 1401 Madeline Lane, US- Elgin, IL 60124
 WORCESTER COUNTY WATER & WASTEWATER
 1000 SHORE LANE
 OCEAN PINES MD 21811

	Org-ID Customer	Customer reference no.									
	100000	Rev. 3_318389-3-1 H3BV12									
Orderer Contact	Order Date	Supplier No.	Supplier reference number								
Tel: Fax: EMail:	07/19/2022	A1207649	2312587								
Ship to address WORCESTER COUNTY WATER & WASTEWATER 1000 SHORE LANE OCEAN PINES MD 21811	Mode of dispatch · Freight term · Packing · Route Delivered at Place DAP NAMED PLACE EAST COAST USA Delivery time: 30 weeks Quotation valid to: 12/16/2022										
Supplier Contact Person Alan Milbach Tel: +1 847-212-4987 EMail: ALAN.MILBACH@FLENDER.COM											
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">Item Item (U-Pos.)</th> <th style="width: 55%; text-align: left;">Description of Delivery · Service</th> <th style="width: 15%; text-align: left;">Quantity Unit Price p. un. Price un.</th> <th style="width: 20%; text-align: left;">Weight in LB Item price</th> </tr> </thead> <tbody> <tr> <td></td> <td> <p>Technical support: Lukasz Swiecicki Phone: +1 (847) 212-1983 e-mail: LUKASZ.SWIECICKI@FLENDER.COM</p> <p>Rev. 1 - Updated pricing to current Rev. 2 - Updated pricing to current (July 2022) Rev. 3 - Updated pricing to current (November 2022)</p> </td> <td></td> <td></td> </tr> </tbody> </table>	Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price		<p>Technical support: Lukasz Swiecicki Phone: +1 (847) 212-1983 e-mail: LUKASZ.SWIECICKI@FLENDER.COM</p> <p>Rev. 1 - Updated pricing to current Rev. 2 - Updated pricing to current (July 2022) Rev. 3 - Updated pricing to current (November 2022)</p>					
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Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
110	<p>gear unit for aerator 2LP0101-2SU00-0ZZ0-Z internal: 000.009.925.168 GEARBOX TYPE: H3BV SIZE: 12</p> <p>A00 B03 B15 B28 B44 C00 D97 G30 G37 H00 H11 H29 H30 H51 K27 K30 P1Y Q1Y Y01 Y02 Y20 Y21 Y23 Y99 {P1Y: 71.020}{Q1Y: 444LP}{Y01: -6 C}{Y02: 34 C}{Y20: 1786 RPM}{Y21: 93.21 KW}{Y 23: 93.21 KW}</p>	<p>1 ITM 63,370.00 1 ITM</p>	<p>63,370.00 USD</p>
	<p>brochure :K20-9 DE/EN/FR 08.02 design :B Prime Mover :444LP nominal power rating prime mov:93.21 kW power ratg driven machine (P2):93.21 kW driven machine torque (T2) :35,396.89 Nm place of installation :outdoors altitude above MSL :0 - 1000 m minimal ambient temperature :-6 °C maximal ambient temperature :34 °C actual transmission ratio : 71.020 , special ratio input speed :1,786.0 1/min input speed N1 from - to :893-1786 output speed :25.15 1/min output speed N2 from - to :12.58-25.15 type of seal on shaft D1 :shaft seal type of seal on shaft D2 :shaft seal d1: standard shaft (mm) output shaft design :B d2: special shaft (mm) type of lubrication :forced lubric. internal pump gear unit with retaining tube :yes fitting an oil drain valve :standard acc.to W5100 oil level indicator :oil sight glass acc.to F5302 VCMG_GLOG_KLEMMKASTEN_WERKST :BLECH</p>		
	<p>Same as supplied on 4153322-040-1 Flender drawing number: 5695300/6075740</p>		
	<p>Includes: - NEMA Motor lantern, frame: 444LP - Special shaft d2 - Provision for mounting Heater (2" NPT), Ashcroft switch, and pressure gauge - Forced lubrication with internal flange (mechanical) pump - Oil pressure at n2=(lowest input speed) min. 0.8 bar</p>		
	<p>Installation of: - Ashcroft pressure gauge, A6X30051643 (Elgin supplied)</p>		

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
	- Ashcroft pressure switch, E1P:3702018 (Elgin supplied) - Indeeco Immersion heater, E1P:3705084 (Elgin Supplied)		
	operating instructions (BA) :BAB5011 06/2020+BA7300 06/2020 language of BA 1 : English 1x name plate :Standard (Elgin) Plates type :stainless steel labels mark name plate with :power rating language of plates :English oil grade : CLP MINERAL ISO VG320 Corrosion category :C5 very strong climatic stress Corrosion preventive code no. :K.010.21.06.01.005 finishing coat: colour :RAL 5015 sky blue Preserv.durab. if stored ins. :24 Months Preserv.durab. if stored outs.:12 Months non-specif. insp. document :cert.of compl.2.1+test rep.2.2		
	HTS: 8483405010 License: N ECCN: N Country of Origin: DE Germany		
Summary (Price net):			
	100/gear unit for aerator		
	110/GEARBOX TYPE: H3BV SIZE: 12	1ITM 63,370.00	63,370.00
Total amount (net):		USD	63,370.00
<p>Terms of payment: Within 30 days Due net Payment terms depending on credit check.</p> <p>Prices are quoted net, i.e. exclusive of value-added tax.</p> <p>Warranty: The warranty period shall be 12 months starting on the date of commissioning of the products or 18 months starting on the date of delivery whichever period expires earlier. We have to be informed about the date of commissioning immediately.</p> <p>The warranty period for parts which are subject to wear and tear due to their material properties respectively to their conditions of use, including but not limited to (shaft) seals and flexible elements of couplings, shall be 12 months after delivery. Compliance with the maintenance and operating manual as well as with the instructions for preservation is prerequisite of the warranty.</p>			

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
	<p>We trust this quotation meets your requirements. Please let us know if you have any questions.</p> <p>With kind regards, Lukasz Swiecicki Flender Corporation</p> <p>cc. Alan Milbach</p>		

PROPOSAL

K & Z Mechanical, Inc

32179 Lighthouse Rd
 Selbyville, DE. 19975
 Ph: 443-466-3993
 Email: kandzmechanical@gmail.com

Proposal Date: 11/28/2022

PROPOSED TO:	
Worcester County- Ocean Pines WWTP 1000 Shore Ln Ocean Pines, Md Attn: Dominic Ross	Phone: Cell: 410-430-7968 Fax: Email: dross@co.worcester.gov

PROJECT INFORMATION:	
Name:	FET #1 Grating and support structure repairs/Replacement
Number:	TBD
Location:	Worcester County , Ocean Pines WWTP

FROM:	Ron Keller	Email: kandzmechanical@gmail.com	Cell: 443-466-3993
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The following Proposal is for K & Z Mechanical, Inc to provide labor, material and equipment based on the scope of work described herein.

This proposal is valid for 30 days after submission (date shown above). If a purchase order is received after the 30 day period; K & Z Mechanical , Inc reserves the right to any additional fees and costs which occur due to material, equipment and labor increases.

PROPOSAL TABLE OF CONTENTS:

- Cover Letter
- Scope of Work
- Project Clarifications

BASE BID AMOUNT:	\$ 32,000
-------------------------	------------------

<p>Payment to be made as follows:</p> <p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p> <p>Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Note: This proposal may be withdrawn by us if not accepted within <u>30</u> day</p>

Acceptance Signature: _____ Date: _____

Contractor Representative: Ron Keller Date: 10/7/2022
 Ron Keller



Worcester County Administration

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

November 29, 2022

To: Weston Young, Chief Administrative Officer

From: Kim Reynolds, Budget Officer

Subject: State Aid for Police Protection Fund – 2024 Grant Application

Attached is the FY2024 State Aid for Police Protection Fund Application for your review and approval. This grant is ongoing and is intended to be used exclusively to provide adequate Police Protection throughout the counties and subdivisions of Maryland. This application states that Worcester County would like to be considered for FY24 grant funding but does not guarantee how much funding will be allocated to Worcester County since it is based on formula derived from the Governor's Office of Crime, Control and Prevention.

State Aid For Police Protection Fund - 2024 (SAPP)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
 100 Community Place, 1st Floor Crownsville, MD
 21032-2042 (410) 697-9338
 Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
 Larry Hogan, Governor
 Boyd K. Rutherford, Lt. Governor

Application Contents

- Cover Sheet
- Face Sheet
- Summary / Narrative
- Budget Summary
- Personnel
- Operating
- Travel
- Services
- Equipment
- Other
- Civil Rights
- Service Sites
- Assurances
- Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

State Aid For Police Protection Fund - 2024 (SAPP)

Applicant: Worcester County Board of County Commissioners

Project Title: Worcester County State Aid for Police Protection

Worcester Local Government

Start Date: 07/01/2023 **Submitted:** Pending Submission **DUNS Number:** 101119399
End Date: 06/30/2024 **Funding Year:** **SAM Expiration:** 11/1/2023

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131	Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131

Authorized Official:	Mitreic, Joseph M. jmitreic@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131	President
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Project Director:	Reynolds, Kimberly kreynolds@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131	Budget Accountant
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Fiscal Officer:	Dods, Douglas A ddods@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-1111 FAX: (410) 632-3070	Operations Officer
------------------------	--	--------------------

Funding Summary	0.0 %	Grant Funds	\$0.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds			

Project Summary

"The Governor's Office of Crime Prevention, Youth, and Victim Services will update this section internally."

SAPP Narrative - See NOFA Section III -A

"The Governor's Office of Crime Prevention, Youth, and Victim Services will update this section internally."

Unique Entity Identifier and SAM.GOV Expiration Date

UEI: KEA9KRV8GPG3

DUNS: 101119399

SAM.GOV Expiration Date: 11-01-23

Person Completing the Project Narrative

Kimberly Reynolds

Budget Officer

Worcester County Government

410-632-1194

410-632-3131

kreynolds@co.worcester.md.us

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$0.00	\$0.00	\$0.00	\$0.00

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 14

Project Service Sites

Site 1

Service Site Worcester County
Apt. Suite, No. Street
City
State & Zip MD 21863

Control Number:

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Mitrecic, Joseph M. - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

ITEM 8

Control Number:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

Project Title: Worcester County State Aid for Police Protection
Federal ID Number: 52-6001064

Authorized Representative: Mitrecic, Joseph M. - President

Signature:

Signature of Authorized Official

Date

ELENA J. MCCOMAS
Interim President

TODD A. FERRANTE
Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.



The Board of Education of Worcester County
6270 Worcester Highway | Newark, Maryland 21841
Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

November 18, 2022

Administration
LOUIS H. TAYLOR
Superintendent of Schools
C. DWAYNE ABT, Ed.D.
Chief Safety & Human Relations Officer
DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8
VINCENT E. TOLBERT, CPA
Chief Financial Officer
ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer,
Gr. 9-12

Mr. Joseph M. Mitrecic, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Mitrecic:

I am writing to you to seek County Commissioner approval of two change orders for the Stephen Decatur Middle School Addition project.

As you are aware, the Stephen Decatur Middle School project is providing a 25,000 square foot addition to the existing school. Minimal renovation upgrades to the existing 79,500 square foot school are included in the project. As the project nears completion, with students and staff scheduled to occupy the new spaces on January 2, 2023, we have had minimal change orders on the project resulting in a balance in the project contingency account. We are requesting your approval of two change orders, as follows:

- | | |
|--|---------------|
| 1. Replace the existing school PA and Clock System: | \$ 381,917.00 |
| 2. Replace the existing school CCTV Security System: | \$ 161,691.72 |
| Total for both change orders: | \$ 543,608.72 |

We firmly believe that addressing the aged PA and CCTV camera security systems in the existing school at this time will not only serve to increase the overall security environment at Stephen Decatur Middle School but is also a sound funding decision. Should we delay replacement of these systems to future years, the cost of both systems is expected to increase significantly. Even with approval of these two change orders, we still anticipate having surplus funds from the Stephen Decatur Middle School Addition project budget.

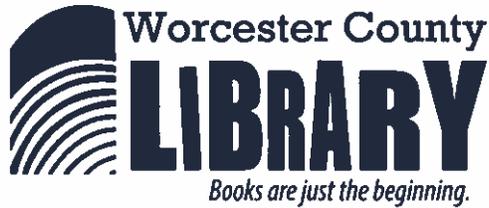
The Board of Education and I want to thank you for your consideration of this request and commend you for your continued support of our school system.

Sincerely,

Louis H. Taylor
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Weston Young



To: Weston Young, County Administrator and Stacey Norton, Human Resources Director
From: Jennifer Ranck, Library Director *JR*
Date: November 28, 2022
Re: Mobile Services Coordinator and Assistant

Worcester County Library is excited to take ownership of a new mobile outreach vehicle this December. In order to staff the vehicle, the Library is requesting to transfer an open full-time position (currently budgeted for \$37,814, Grade 10, Step 8) to create a Mobile Services Coordinator position. We are requesting that this position start at a Grade 14 due to the level of responsibility. This full-time position would be in charge of the support and operation of the outreach vehicle, coordination of the vehicle's regular and special event schedules, maintenance of the vehicle's circulating collection, and the establishment and support of partnerships with the community. Please see the attached job description for more details.

The Library also has a vacant part-time Library Service Assistant position that we would like to change to Mobile Services Assistant. The grade would remain the same. This position will support the Coordinator and in addition to the workload, will assist in the safe operation of the vehicle.

The Library is grateful for this opportunity to bring our materials and services to people who cannot easily visit their local branch. Thank you for your consideration of this request.

Job Title: Mobile Services Coordinator

This full-time position is responsible for support and operation of the Library's Mobile Outreach vehicle. Develops and maintains vehicle's circulating collection. Establishes and maintains partnerships with community organizations. Coordinates vehicle's regular and special event schedules. Performs professional work in reference, collection development, readers' advisory and may supervise the work of volunteers and support staff. Reports directly to the Library Director. Work schedule includes some evening and weekend hours.

Minimum pay for this position is County Pay Grade 14, \$38,646 annually. Actual starting pay will depend on qualifications and experience.

The anticipated start date for this position is January 2023.

Duties and Responsibilities:

1. Participates in the selection of library materials within assigned collection development areas; evaluates materials and makes decisions about selection, replacement and withdrawal of print and non-print materials.
2. Operates non-commercial weight (under 26,000 pounds) vehicle on a regular basis to organizations and events outside the library.
3. Assists organizations, groups, and individuals with access to library collections, including vehicle's onboard collection.
4. Performs circulation and public service tasks, including checking materials in and out, creating customer accounts, collecting fines, shelving materials, placing and filling customer holds, and explaining Library services and policies.
5. Establishes and maintains good relationships with local organizations and event coordinators.
6. Plans and maintains vehicle's regular operation schedule, including visits to seasonal events.
7. Communicates effectively with patrons and colleagues in person, on the phone, electronically and via social media.
8. Writes reports and maintains records and statistics.
9. Complete special projects as needed
10. Ensures confidentiality of information and records and complies with the record retention schedule.
11. Adheres to the Worcester County Government and Library Personnel Rules & Regulations.
12. Comply with safety programs, procedures, training, fire drills, COOP plans, etc.
13. All other related duties as assigned by the Library Director.

Qualifications and Skills:

1. High school diploma or equivalency
2. Basic computer skills required
3. Excellent customer service and communication skills
4. Demonstrated ability and enthusiasm for working with the public.
5. Proficient computer skills in Microsoft Word, Excel, and PowerPoint
6. Able to create and maintain spreadsheets with formulas and do advanced reporting
7. Composes confidential and non-confidential correspondence and maintain confidentiality
8. Ability to follow verbal and written instructions; keep records and logs; complete written forms accurately
9. Ability to apply acquired knowledge to increasingly varied and complex tasks.
10. Ability to meet deadlines timely
11. Ability to work with and carry-out the directive and policies of the Library Board and work harmoniously with other officials, agencies, public, and employees.
12. Ability to work effectively with little supervision and minimal direction

13. Ability to work in a fast-paced environment with interruptions
14. Self-starter that takes initiative and has a sense of urgency
15. Valid driver's license and driving record of less than 4 points (MD).

Working Conditions:

Physical demands of the position include:

- Sitting, standing, walking, climbing, and stooping
- Bending/twisting and reaching
- Talking and hearing; use of the telephone
- Far vision at 20 feet or further; near vision at 20 inches or less
- Lifting and carrying: 50 pounds or less
- Handling: processing, picking up and shelving books and materials
- Fingering: typing, writing, filing, sorting, shelving and processing
- Pushing and pulling: objects weighing 60-80 pounds on wheels
- Mobility: travel to locations outside the library

Mental demands of the position include:

- Communication skills: effectively communicate ideas and information both in written and oral form
- Reading ability: effectively read and understand information contained in memoranda, reports and bulletins, etc.
- Ability to comprehend and follow instructions: effectively follow instructions from supervisor, verbally and in written form
- Time management: follows priorities set by supervisor, communicates if/when adjustments are necessary

Benefits include:

- Medical, dental, vision, and life insurance
- Participation in the Maryland State Retirement System and deferred compensation plan or Roth IRA
- Vacation, personal, and sick leave
- Long-term disability
- Flexible spending account
- 13 paid holidays and election day if applicable

To apply, please complete a library application form (available at any branch library and on the library's web site: www.WorcesterLibrary.org), along with a cover letter and resume and send to employment@worcesterlibrary.org or mail to:

Employment
Worcester County Library
307 North Washington Street
Snow Hill, Maryland 21863

Please call 410-632-2600 or email employment@worcesterlibrary.org with any questions about the position. Review of applications will begin immediately.

The Worcester County Library is an Equal Opportunity/Affirmative Action Employer committed to diversity in the workplace.

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser
State's Attorney



106 Franklin Street
Snow Hill, MD 21863

Circuit Court Division (410) 632-2166
Fax (410) 632-3250
www.worcestersao.com

District Court Division (410) 632-2177
Fax (410) 632-2175
sao@co.worcester.md.us

November 7, 2022

Worcester County Commissioners
1 West Market Street
Snow Hill, Maryland 21863

Dear Commissioners:

I am writing to request that you allow me to meet with you in closed session on November 15, 2022 to present 3 personnel-related matters for your consideration. I am submitting a memorandum to accompany each of these 3 requests. My first request is that you authorize my office to accept, as a subaward recipient, nearly \$1.1 million dollars in federal grant funding secured by Salisbury University to fund our ongoing Elder Fraud Prevention project. This creative project was launched in 2021, as a part of our Vulnerable Adult Task Force, which is designed to prevent senior citizens in Worcester County from becoming victims of fraud and other financial scams. The grant award will allow the expansion of the project throughout Worcester County, and greatly assist law enforcement with complex financial investigations and subsequent prosecution. The subaward to the Office of the State's Attorney is a 2-year award, and is designated to fund 3 additional investigator positions, 3 case manager positions and a part-time administrative assistant for the Office of the State's Attorney, including fringe benefits for a period of 2 years. The grant is renewable every 2 years.

The subaward will also fund the purchase of equipment, including 2-3 vehicles, 20 laptops, 20 cell phones, and proprietary software used in data analytics. All of this equipment and software will become and remain the property of the Office of the State's Attorney, regardless of whether the grant is renewed or the project continues. This equipment will be used to support our staff here at the Office of the State's Attorney, as well as student interns from Professor Weber's externship program at Salisbury University.

If approved, I will request that Human Resources post advertisements for the following 7 positions, which will be 100% funded by the grant:

- Special Investigator/Intelligence Coordinator
- Special Investigator/Demonstrative Evidence Specialist
- Special Investigator/Digital Forensics Examiner
- Case Manager/Victim Coordinator
- Case Manager/Victim Coordinator
- Case Manager/Probation Supervision
- Part-Time Administrative Assistant

This funding significantly increases staffing at the Office of the State's Attorney, and we are excited for the opportunity to provide much-needed education and services in our community for the most vulnerable, while simultaneously enhancing our ability to proactively investigate and prosecute complex financial crimes. I look forward to discussing this with you in more detail at the meeting. Thank you in advance for your kind consideration.

Regards,

Kristin Heiser

**SALISBURY UNIVERSITY
SALISBURY, MD 21801**

Subaward No. 570140-WCSAO

This Subaward, by and Salisbury University, a public corporation and instrumentality of the State of Maryland, located at Salisbury, Maryland, 21801 (hereinafter referred to as "SU") and the Office of the State's Attorney for Worcester County, Maryland (hereinafter referred to as "SUBRECIPIENT").

WITNESSETH

WHEREAS, SU in furtherance of its education and research mission is the recipient of funds from the Department of Health and Human Services, Administration for Community Living (hereinafter referred to as Prime Sponsor); and SU is desirous of engaging SUBRECIPIENT to provide work associated with the Project titled "Eastern Shore Elder Financial Justice (EFJ) Program: A Partnership between the Fraud and Forensic Certificate Program at Salisbury University and The State's Attorney's Office for Worcester, County, MD" under Prime Award No. 90EJIG0039; and

WHEREAS, SUBRECIPIENT is prepared and willing to provide the aforementioned work,

NOW THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, SU and SUBRECIPIENT agree as follows:

1. STATEMENT OF WORK

SUBRECIPIENT agrees to furnish work to be done under this Subaward in accordance with its FY2023 proposal and budget incorporated herein as Attachment A.

2. PERIOD OF PERFORMANCE

The period of performance of this Subaward shall be 09/01/2022 through 8/31/2023.

3. KEY PERSONNEL

- (a) The following SUBRECIPIENT individual(s) are considered key personnel essential to the work under the Subaward. SUBRECIPIENT will seek approval from SU prior to any changes in key personnel. Any change in the individual(s) or their level of effort requires written modification to this Subaward.

Kristin Heiser

- (b) The State's Attorney for Worcester, County, Md, has budgetary and personnel control over all regional activities. The State's Attorney is charged with directing, managing, and administering all aspects of this agreement in the tandem with regulations and procedures of the SUBRECIPIENT, except in instances where the SUBRECIPIENT'S regulations are in conflict with this Subaward, this Subaward shall take precedence.

POINTS OF CONTACT & SUBAWARD INFORMATION

The following serve as the representatives of SU and SUBRECIPIENT in the areas indicated:

(c) For SU:

- (i) **TECHNICAL REPRESENTATIVE:**
 Name/Title: David Weber, JD, CFE, Clinical Asst Professor
 Address: Salisbury University
 1101 Camden Avenue
 Salisbury, MD 21801
 Phone: 410-543-6326
 Email: dpweber@salisbury.edu
- (ii) **ADMINISTRATIVE REPRESENTATIVE:**
 Name/Title: Vanessa Collins, Grants Specialist
 Address: Graduate Studies and Research
 1101 Camden Avenue
 Salisbury, MD 21801
 Phone: 410-543-6384
 Email: vpcollins@salisbury.edu

(d) For SUBRECIPIENT:

- (i) **ORGANIZATION INFORMATION**
 Name/Title: Kristin Heiser, State's Attorney
 Office of the State's Attorney for Worcester County, MD
 Address: 106 Franklin Street, Snow Hill,
 MD 21863
 Phone: 410-632-2166
 Email: kheiser@co.worcester.md.us

4. CONSIDERATION AND PAYMENT

- (a) SU hereby awards a cost reimbursement Subaward in an amount not to exceed \$638,110 to SUBRECIPIENT. A second year of payment may be awarded upon Prime's receipt of additional time and funds.
- (b) Funds provided by this action represent the SUBRECIPIENT portion of the amount currently obligated by SU. All funding is contingent upon receipt of full funding from the DHHS. If full funding is not received from this source, a reduction in the overall amount associated with the Subaward would occur.
- (c) As part of its financial commitment, the SUBRECIPIENT will provide 25% matching funds. Documentation of Cash Match funds are due by the end of the period of performance. Failure to meet the cash match requirements set forth above may result in revision of federal allocation.

Cash Match Commitment for Period of Performance: \$159,528

- (d) Funds provided by this action represent the total amount obligated under this Subaward. SU is not liable to SUBRECIPIENT for any

costs SUBRECIPIENT incurs in excess of the funded amount.

- (e) SU shall pay SUBRECIPIENT on a cost reimbursement basis not more often than monthly for allowable costs.
- (f) SUBRECIPIENT shall submit monthly invoices to SU using the invoice template provided by SU to the following address:

Salisbury University
Accounts Payable
1101 Camden Ave
Salisbury, MD 21801
AccountsPayable@salisbury.edu

****If you prefer payment via *Electronic Funds Transfer* rather than a paper check, please complete the "State of Maryland ACH/Direct Deposit Authorization for Vendor Payments (X-10)" form (Rev. 4/15) found at:**

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/.

Do not return the EFT application to Salisbury University. It may be faxed (410-974-2309) or mailed directly to the Comptroller's Office per the instructions.**

Only complete invoices shall be processed for payment. To be considered complete, each invoice shall reference this Subaward Number and shall include billing period, costs due for that period, accumulated costs, and cost categories, consistent with SUBRECIPIENT'S project budget. SU may request additional documentation, as required, to process invoice for payment and a copy of supporting documentation (personnel timesheets or payment documentation, subsidiary and general ledgers accounting reports) of costs for that billing period. All invoices must include the complete Subaward Number, SUBRECIPIENT'S Federal ID Number and the following certification:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal or administrative penalties for fraud, false statements, false claims or otherwise."

Invoices that do not reference SU's complete Subaward Number shall be returned to SUBRECIPIENT. Expenditures of SUBRECIPIENT shall conform to budget in Attachment A. All payments will be in U.S. dollars. Non-compliance with these instructions may result in the withholding of payment.

- (g) A final invoice, marked "FINAL," must be submitted NOT LATER THAN 45 days after Subaward end date to be honored by SU. All payments shall be provisional subject to adjustment within the total obligation or authorized amount in the event such adjustment by the prime sponsor is necessary as a result of an audit finding against the SUBRECIPIENT.
- (h) SUBRECIPIENT shall obtain prior written approval from SU when proposing to subaward or subcontract out any work under the current Subaward. In the event that such consent is granted, all assurances,

certifications, and terms included in this Subaward shall be flowed down to the next tier subrecipient. This provision does not apply to the purchase of supplies, materials, or general support service

- (i) Advance written approval is required for budget revisions, including funds transfers between cost categories when the accumulated amounts of such transfers exceed, or are expected to exceed 25% of the Total budget.
- (j) If the Department of Health and Human Services, Administration for Community Living fails to appropriate funds or if funds are not otherwise made available for the period, this Subaward shall be canceled automatically; provided, however that this will not affect either SU's rights or SUBRECIPIENTS rights under any termination clause in this SUBRECIPIENT hereunder will be to discharge both from their rights and obligations existing at the time of termination. SUBRECIPIENT shall be reimbursed for the reasonable value of any non-reoccurring cost incurred, but not amortized in the price of the Subaward. SU shall notify the SUBRECIPIENT as soon as it has knowledge that funds may not be available for the continuation of this Subaward for each succeeding reporting period beyond the first.
- (k) Payment is contingent upon receipt of performance reports noted in Paragraph 6 below.

5. PERFORMANCE

- (a) The SUBRECIPIENT will provide best efforts in performing the work under this Subaward and services will be rendered at a level commensurate with professional standards acceptable to the Department of Health and Human Services, Administration for Community Living and SU.
- (b) The Project Director is responsible for oversight, performance and compliance monitoring of all aspects of this Subaward and shall require the SUBRECIPIENT to employ the necessary corrective actions to facilitate the terms of the Subaward.

6. REPORTS

- (a) The SUBRECIPIENT shall submit the following reports to SU (see Article 5(e)) and the named contacts in this clause:

TYPE		FREQUENCY AND/OR DUE DATES
Financial Invoices	Invoices	Monthly, by the fifteenth day of the next month.
	Final Invoice	45 days after the end of the period of performance
Financial Expenditure Reports	Quarterly	Quarterly, by the fifteenth day of the next month (for the prior quarter's reporting period)
	Final	45 days after the end of the period of performance

Cash Match/Program Reports	Quarterly	Quarterly, by the fifteenth day of the next month (for the prior quarter's reporting period)
	Final	45 days after the end of the period of performance
Technical	Progress Report	As may be required by the SU Technical Representative
	Final Report	45 days following the end of the period of performance
Invention/Patent	Final	Upon disclosure by PI and, if applicable, within 60 days following termination

(b) Reports shall be submitted as follows:

Email Technical reports to SU's Technical Representative as shown in Article 3(c)(i)

Email all Invoices to: AccountsPayable@salisbury.edu

(c) The SUBRECIPIENT may be required to submit an interim program report to SU. The report must include the following: progress toward achieving required metrics, progress toward meeting the required cash match, information about meetings with government officials, appearances before community organizations, success stories, and participation in team meetings. SU may periodically request to have additional details and information included in the monthly report to ensure compliance with DHHS, Administration for Community Living.

7. ASSIGNMENT OF RIGHTS

SUBRECIPIENT shall not assign or transfer its rights or obligations hereunder without the prior written approval by the Administrative Representative of SU. Purchase of a controlling interest in SUBRECIPIENT by a third party shall be deemed an assignment.

8. EQUIPMENT

Equipment (2 CFR 200.313) Title to equipment (defined as tangible nonexpendable personal property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, such as vehicles, bicycles, computer equipment, teaching aids, lab equipment, etc.) acquired by a recipient with HHS funds shall vest in the recipient. The equipment may not be encumbered without the approval of the awarding agency.

Use: The equipment will be used for authorized purposes as long as it is needed whether or not the project or program continues to be supported by federal funds. When the recipient no longer needs the equipment, it may use it for other activities in accordance with agency procedures or dispose of it upon approval from the awarding agency.

Managing Equipment: Equipment records shall be maintained accurately and shall include the following information:

1. A description of the equipment
2. Manufacturer's serial number, model number, or other identification number
3. Source of the equipment including the award number
4. Whether title vests in the recipient or the federal government

ITEM 11

5. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost
6. Information from which one can calculate the percentage of HHS's share in the cost of the equipment (not applicable to equipment furnished by the federal government)
7. Location and condition of the equipment and the date the information was reported
8. Unit acquisition cost
9. Ultimate disposition data including date of disposal and sale price or, when a recipient compensates the HHS awarding agency for its share, the method used to determine current fair market value

Equipment owned by the federal government shall be identified to indicate federal ownership. The recipient shall take a physical inventory of equipment and reconcile the results with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference.

9. INTELLECTUAL PROPERTY

- (a) Research Results means all data, inventions, discoveries, copyrightable works, software, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of the Statement of Work and funded under this Subaward.
- (b) Subject to any rights of the Prime Sponsor the following shall apply: SUBRECIPIENT will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by SUBRECIPIENT employees ("SUBRECIPIENT Research Results"). SU will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by SU employees ("SU Research Results").
- (c) SUBRECIPIENT and SU will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by SUBRECIPIENT and SU employees ("Joint Research Results").
- (d) SUBRECIPIENT will disclose its Research Results to SU as soon as possible after receiving a written disclosure or similar notice of Research Results from its inventors.
- (e) SUBRECIPIENT agrees to grant and hereby grants an irrevocable, nonexclusive, nontransferable, non-assignable, royalty-free right and license in Research Results of which it is the exclusive owner pursuant to Section 10(b) to SU for its use solely in support of non-commercial research or educational purposes and to the extent required to meet SU's obligations to the Prime Sponsor.

10. CONFIDENTIAL INFORMATION

- (a) "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and developments, research reports, market studies and plans, confidential business information or the like that is designated in

writing as confidential at the time of disclosure. If disclosed orally, confidential information shall be reduced to writing by the disclosing party and forwarded to the receiving party's Technical Representative named in Article 4 within fifteen (15) business days.

- (b) Confidential Information shall not include information which: (1) the receiving party develops independently and without the benefit of Confidential Information of the disclosing party; (2) is in the knowledge or possession of one party at the time of disclosure by one to the other and proof thereof is made promptly; (3) is now or hereafter becomes public knowledge; (4) is subsequently received without binder of secrecy by one party from a third party, not owing obligations of secrecy to the other party; (5) the receiving party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided the receiving party notifies the disclosing party prior to making such a disclosure so that the disclosing party may take appropriate action.
- (c) Each party will maintain in confidence any Confidential Information owned by one and accepted by the other during the course of the Subaward.
- (d) Acceptance by one party of the other's Confidential information (as evidenced by receipt thereof without objection within 30 days), means that party agrees to exercise reasonable efforts:
 - i. not to publish or otherwise reveal said Confidential Information to third parties without the permission of the other;
 - ii. not to discuss the Confidential Information to persons not having a "need to know";
 - iii. to use the Confidential Information only in fulfillment of obligations hereunder.
- (e) Each party retains the right to refuse to accept any such Confidential Information which it does not consider to be essential to performance of research pursuant to this Subaward, or which it believes to be improperly designated. The parties agree that no classified information will be exchanged under this Subaward.
- (f) Except as otherwise provided herein, neither party will sell, use, disclose, publish or make copies of the Confidential Information or disclose the Confidential Information to any third party without the prior written approval of the owning party.

11. EXPORT CONTROL

- (a) The SUBRECIPIENT shall comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, including the International Traffic in Arms Regulation (ITAR), and the Export Administration Act, including the Export Administration Regulations (EAR), as well as the applicable regulations of the Office of Foreign Assets Control (OFAC) (collectively, "Export Control Regulations").

Rev Nov 2022 (b) The parties do not anticipate the need to disclose to each other technical

data or information, whether in a tangible or intangible form, that are subject to Export Control Regulations. Should one party believe it is necessary to disclose technical data or information that are controlled under Export Control Regulations, the Disclosing Party shall notify the Recipient's Export Compliance Officer and provide specific identifying references as to the part of the EAR, ITAR, or other regulations under which the materials are qualified as "export controlled." No transfer of controlled materials will occur without the prior written consent of the Recipient's Export Compliance Officer. Neither party is obligated to accept Export Controlled technical data or information. The Receiving Party will incur no liability if it elects not to accept export controlled technical data or information.

12. PUBLICATION

- (a) Nothing in this Subaward is intended to interfere with either party's right to publish, present or otherwise disseminate papers and information relating to the results arising from this Subaward.
- (b) Prior to submission for publication or public presentation of a manuscript or abstract describing Research Results, the SUBRECIPIENT shall send a copy of the proposed manuscript or abstract to the SU Technical Contact. Within thirty (30) days of SU's receipt of the manuscript or abstract, SU shall identify, in writing, for the publishing party specific information in the manuscript or abstract that SU identifies as patentable or Confidential Information. If SU does not respond within the thirty (30) day review period, SUBRECIPIENT may proceed with release/publication of the proposed manuscript.

13. TERMINATION

- (a) If the SUBRECIPIENT fails to comply with the Prime Sponsors policies and procedures and such failure is made known to the SUBRECIPIENT within one year after expiration of this Subaward, it shall, if required by SU, perform at its own expense and without additional cost to SU, those services or actions necessary for the correction of any deficiencies or damage resulting from the SUBRECIPIENT'S failure. This obligation is in addition to and not in substitution for any other remedies available to SU.
- (b) If the SUBRECIPIENT fails to fulfill its obligations under this Subaward properly and on time, or otherwise violate any provision of the Subaward, SU may terminate the Subaward by written notice to the SUBRECIPIENT. The notice shall specify the acts or omissions relied on for cause for termination. All finished or unfinished supplies or services including equipment purchased with the project's funds shall become the property of SU. SU shall pay the SUBRECIPIENT fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damage caused by the SUBRECIPIENT'S breach. If the damages exceed the compensation payable to the SUBRECIPIENT, the SUBRECIPIENT will remain liable to SU.
- (c) Either party may terminate this Agreement at any time when it determines termination is in its best interest upon a minimum of sixty (60) days prior written notice to the other party.

- (d) In the event that the Prime Sponsor (“GOVERNMENT”) for any reason terminates work by SU on this subject matter, then performance by SUBRECIPIENT may be terminated by SU at any time by written notice to SUBRECIPIENT.

14. LIABILITY

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The liability under this agreement of SU, SUBRECIPIENT, the state of Maryland and their respective officers, employees, and agents acting within the scope of their employment will be governed by Title 12 of the State Government Article of the Annotated Code of Maryland.

15. AUDIT

- (a) Within 15 days following written request by SU, SUBRECIPIENT shall make available for inspection and/or audit any and all records related to its performance under this Subaward. Said records are subject to inspection and audit by representatives of SU, the Prime Sponsor, and/or the Comptroller General of the United States during reasonable business hours throughout the term of this Subaward and for the three (3) years immediately following SU's final closeout of Subaward. In the event an audit is initiated by SU during the three (3) years following closeout, SUBRECIPIENT agrees to retain any and all records associated with this Subaward until such time as any disputes and appeals arising from an audit of records are resolved. All audit disallowances under this Subaward shall be the responsibility of SUBRECIPIENT and shall be reimbursed to SU if payment has already occurred.
- (b) SUBRECIPIENT acknowledges that it is aware of and agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 (“Uniform Guidance”). SUBRECIPIENT agrees to provide SU with audit information attesting to the fact that SUBRECIPIENT'S records covering the period of this Subaward have been audited in accordance with 2 CFR 200.

16. INDEPENDENT CONTRACTOR

SU contracts for the services of SUBRECIPIENT as an independent contractor and not as an employee.

17. PUBLICITY

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

In the event of inconsistency between the conditions of this Subaward and those of the aforementioned ATTACHMENTS, the inconsistency shall be resolved by giving precedence in the following order: (1) this Subaward, (2) Prime Sponsor policies and procedures, (3) Statement of Work or Proposal as included in Attachment A.

19. REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all applicable laws, regulations and requirements of the Prime Sponsor, including but not limited to those listed below:

Acceptance of this Subaward constitutes certification that the:

- (a) SUBRECIPIENT shall complete electronic annual updates to online representations and certifications at [SAM.gov](https://sam.gov) (System for Award Management) see [FAR Policy 4.1102](#) and provide for public viewing of the information.
- (b) SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- (c) SUBRECIPIENT is not delinquent on any Federal debt.
- (d) SUBRECIPIENT will comply with the requirements of the Drug-Free Workplace Act PL 100-690, Title V, Subtitle D.
- (e) SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This requirement also applies to each lower tier Subrecipient receiving Federal financial assistance.
- (f) SUBRECIPIENT will comply with the requirements of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et Seq.) as amended.
- (g) SUBRECIPIENT certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Subaward, and that if any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Subaward, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities."
- (h) SUBRECIPIENT has a written policy concerning conflict of interest that is in compliance with Prime Sponsor's Policy.
- (i) SUBRECIPIENT certifies that it is in compliance with the research misconduct requirements included in [Public Policy Requirements and Objectives—Ethical and Safe Conduct in Science and Organizational](#)

Operations—Research Misconduct” or with comparable international academic standards and guidelines related to the conduct of research outside the U.S.

- (j) **TRAFFICKING IN PERSONS**
- i. SUBRECIPIENT, SUBRECIPIENT employees, subrecipients under this award, and subrecipient employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or SUBAWARDS under the award.
 - ii. SU may unilaterally terminate this award, without penalty, if SUBRECIPIENT or a subrecipient that is a private entity is determined to have violated a prohibition in paragraph i. of this award term; or ii. has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1 of this award term through conduct that is either a) Associated with performance under this award; or b) Imputed to SUBRECIPIENT or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non- procurement).” SUBRECIPIENT must inform SU immediately of any information received from any source alleging a violation of a prohibition in paragraph 1 of this award term. SU right to terminate unilaterally as described in paragraph 2 (a) and (b) of this section under the U.S. Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. is in addition to all other remedies for noncompliance that are available to SU under this award.
 - iii. SUBRECIPIENT must include the requirements of paragraph i. of this award term in any SUBAWARD issued to a private entity pursuant to this agreement.
- (k) SUBRECIPIENT certifies that an annual financial accounting or Single Audit (if applicable) is performed and that the most recent report contained no findings of material weakness, material instances of noncompliance, or finding related to any Subaward involving the University of Maryland.
- (l) SUBRECIPIENT agrees to notify SU promptly if there is any change of status in any of the above certifications.

20. SPECIAL CONDITIONS - NA

21. DISPUTES

The parties agree to use their best efforts to resolve any disagreement that arises out of this Subaward and to forward disagreements to others in their organization for resolution when necessary prior to seeking remedy by law. Pending resolution of any dispute, SUBRECIPIENT shall proceed diligently with the performance of its obligations under this Subaward.

22. GOVERNING LAW

This Subaward, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Maryland, which shall be the forum for any legal actions arising from or incident to this Subaward without giving effect to the Parties' conflict of laws principles.

23. ADMINISTRATIVE NOTICES

All notices or requests issued by the parties under this Subaward shall be directed to the Administrative Contact named in Article 4. The parties agree that either or both may elect to conduct their transactions, execute, transmit, and store this Subaward by electronic means including, but not limited to, facsimile, transmission to or by computer link, modem, or other electronic communication device. The parties agree that an electronic record or copy of this document shall be given the same accord as an executed original. Either party may also elect to conduct some or all transactions by non-electronic means.

24. FORCE MAJEURE

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Subaward due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay.

25. ENTIRE SUBAWARD

This Subaward represents the entire understandings of SU and SUBRECIPIENT, and can only be modified in writing and duly executed by both parties.

**FOR OFFICE OF THE STATE'S ATTORNEY
WORCESTER COUNTY MARYLAND**

FOR SALISBURY UNIVERSITY

By: _____
(Subrecipient's signature)

By: _____
(SU's signature)

Name: _____

Name Karen L. Olmstead

Title: _____

Title: Provost & Senior V.P.

Date:

ITEM 11

BUDGET - Attachment A

Worcester Cty State's Atty Office	YR1
Direct	
Personnel	
Full-time Investigator (3 new)	210,000
Full-time case workers SW (3 new)	135,000
Program Coordinator PT .5 FTE 12 months	22,500
Victim Witness (1 matched)	
ASAs (1 matched)	
<i>Total Salaries</i>	<i>367,500</i>
Fringe Benefits	
Estimated at 46%	169,050
<i>Total Personnel</i>	<i>536,550</i>
Supplies	
Laptops (20 @ \$2,400 each)	48,000
Phones	0
Phone Service (25x12x20)	6,000
Travel	3,060
Equipment	
Vehicle requisition (1)	44,500
Other Costs	0
<hr/>	
Total Direct	638,110
Indirect	
<hr/>	
Grand Total	638,110

ENTITY NAME
ADDRESS
PHONE

FEIN: xx-xxxxxxx

INVOICE	
Date:	
Inv No:	
Due Date:	
Please include Invoice Number on remittance	

Project Title: Eastern Shore Elder Financial Justice Program

Project Number: XXXXX
Sponsor Reference: 570140 DHHS
Prime 90EJIG0039-01-00

Remit To:
Office of the State's Attorney for Worcester County MD
106 Franklin Street
Snow Hill, MD 24863
United States

Billed To:
Salisbury University
1101 Camden Avenue
Salisbury, MD 21801
Email: vpcollins@salisbury.edu

Rstars Info: Agency xx, PCA: xxx, Trans Code: xxx

Current Billing Period: September 1, 2022 to xxx 30, 2022

	Budget	Current Amt	Project to Date Cummulative	Remaining Budget	Cash Match Budget	Current Cash Match	Cummulative CM
Salaries & Wages	367,500.00	-	-			-	
Fringe Benefits	169,050.00	-	-			-	
Supplies	54,000.00	-	-			-	
Equipment	44,500.00	-	-			-	
Travel	3,060.00	-	-			-	
Contractual	-	-	-			-	
Other Costs	-	-	-			-	
Total Direct	638,110.00	-	-			-	
F&A - NA	-	-	-			-	
Total Costs	\$638,110.00	-	-			-	

AGING TOTAL	Current	30 Days Past Due	60 Days Past Due	90 Days Past Due
-	-	-	-	-

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award.
I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

(U.S. Code Title 18, Section 1001, and Title 31, Sections 372-3730 and 3801-3812)

Name and Title	Signature	Date
Worcester County States Attorneys Office		

Proposed Match Budget

ASA (1 FTE from existing staff)	90,000
Investigator (1 FTE from existing staff)	70,000
Victim Witness (1 FTE from existing staff)	45,000
Fringe (46.54%)	95,407
Vehicle (Currently owned)	40,000
	<hr/>
	340,407



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

Subject: **Mystic Harbour Sewer Allocations**
 Properties Served by Septic Desiring Connection to Public Sewer

Date: 11/28/22

We have previously notified the County Commissioners regarding the Mystic Harbour's sewer capacity and our current applications requesting sewer capacity in the service area, which was increased by 666 EDUs with the last expansion that was fully realized in 2016. The Commissioners passed Resolution 17-19 (Attached) to allocate the new capacity with the goals of encouraging infill development, preventing the long-term holding of unused EDUs, and prohibiting private transfers of EDUs.

The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Rt 50 commercial corridor and within the Rt 611 corridor, service to vacant or multi-lot properties, single family dwellings converting from septic to public sewer and commercial properties. The Worcester County Planning Commission at the time of the 2008 *Water and Sewer Plan* amendment that approved the expansion of the Mystic sewer planning area, recommended a rating system to rank priority allocation of the additional EDUs with the highest priority to: (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments.

Since the expansion, nearly all of the new EDUs have been allocated by the Commissioners. Approximately 546 EDUs have been put into service for actual projects and/or system connections that are underway or have been completed. We have also previously detailed that 103 EDUs have been reserved for projects that have not been put into service. Those projects are currently being held to the policy standards detailed in Resolution 17-19 with respect to maintenance of site plan approvals and financial obligations for payment of annual reservation deposits and O&M fees in order to continue their reservation of EDUs.

While staff recognizes that revisions to the original allocation may be prudent from time to time, any such re-allocations should be in keeping with the intent of the Planning Commission and the County Commissioners in 2008 when the Mystic Harbour WWTP and the Mystic Harbour sewer planning area were expanded and approved. The currently available sewer capacity in the Mystic Harbour service area is seventeen (17) EDUs, with an additional return of fifteen (15) EDUs deemed forfeited to the service area coming back to the list as well.

The last formal allocation of Mystic sewer EDUs Under Resolution 17-19 occurred at the County Commissioner meeting of June 7, 2022. This allocation was for the last phase of the Frontiertown campground expansion. That allocation involved a re-allocation of EDU's among the single family dwellings and church categories on the following chart:

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 7/7/22)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	111	3	3, 10, 12, 13, 14, 18, 19, 24, 26
Vacant or Multi-lot Properties in "Area 1"	80	80	1	77	2	13, 19, 22, 23, 28
Single Family Dwellings	17	17	0	17	0	25, 26
Commercial Properties in "Area 1"	80	80	47	21	12	4, 5, 7, 8, 11, 13, 14, 17, 18, 20, 21, 27, 28, 29
Subtotal EDUs in "Area 1"	331	291	48	226	17	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	20	0	15, 16
Vacant or Multi-lot Properties	4	4	1	3	0	6, 16, 27
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	6	0	27
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	5	0	27
Single Family Dwellings	20	20	0	20	0	9, 27
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	166	34	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	375	287	88	0	
TOTAL EDUs	666	666	335	314	17	

At the present time we have the need for two (2) EDUs for properties within the Mystic service area that have recently come on our radar (map below). They are not traditional in the sense they would not go through the TRC review process. The church's system (#2 site) has failed and they need one (1) EDU to connect. The homeowner (Site #1) also wants to connect their existing septic to public sewer. They fit in under paragraph #1A (i) of the resolution for single family dwellings and change of use of commercial spaces. I am currently working with the church on a Smart Growth Exemption for potential funding assistance under the Bay Restoration Fund (BRF) as their septic system cannot be replaced with a conventional system and they are in a comment area for Priority Funding Area (PFA) consideration. While we had five (5) estimated EDUs for the church connection, at this time it appears that only one (1) EDU will be needed for this system connection. The original estimate included considerations for connection of another property residence for the pastor and the operation of a commercial kitchen, both of which are not conditions existing at the present time.



At the June 7th meeting, the question was raised about capacity within the Mystic Harbour Sanitary Service Area for connection of failing septic. We do have available capacity to fulfill the request for these two (2) EDUs at the present time and provide for future connection of the existing single family homes on septic that are along a right-of-way in which a sewer main has been installed that can be reasonably accessed by the adjacent property owners. Within this intersection of Stephen Decatur Highway (MD Rt 611) and Eagles Nest Road, there are fourteen (14) such properties, with one (1) that has previously connected after being allocated a sewer EDU by the County Commissioners. Together with the church and the single-family homeowner, that would be a net of fourteen (14) EDUs that would be needed to provide for the existing occupied properties serviced by septic.

I would respectfully request support from the County Commissioners regarding allocation for the two (2) subject properties and provision for eventual service of the remaining properties with existing capacity within the service area. Staff can revise the attached chart to reflect this determination.

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

Attachment

cc: Water and Sewer Committee

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 7/7/22)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	111	3	3, 10, 12, 13, 14, 18, 19, 24, 26
Vacant or Multi-lot Properties in "Area 1"	80	80	1	77	2	13, 19, 22, 23, 28
Single Family Dwellings	17	17	0	17	0	25, 26
Commercial Properties in "Area 1"	80	80	47	21	12	4, 5, 7, 8, 11, 13, 14, 17, 18, 20, 21, 27, 28, 29
Subtotal EDUs in "Area 1"	331	291	48	226	17	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	20	0	15, 16
Vacant or Multi-lot Properties	4	4	1	3	0	6, 16, 27
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	6	0	27
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	5	0	27
Single Family Dwellings	20	20	0	20	0	9, 27
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	166	34	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	375	287	88	0	
TOTAL EDUs	666	666	335	314	17	
Note: See attached map for location of EDU allocations						
Footnotes:						
1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014						
3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.						
6 - Approved the sale of 2 EDUs to Victor H. Birch Property on March 20, 2018.						
7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.						
8 - Approved the sale of 3 EDUs to L & B Ocean City, LLC Properties on April 3, 2018.						
9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.						
10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).						
11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018						
12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.						
13 - Approved the sale of 63 EDUs (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.						
14 - Approved the sale of 45 EDUs - (25-infill, 20-commercial) - to ODIE-1, LLC (Alamo Motel) property on October 23, 2018.						
15 - Approved the sale of 6 EDUs to Assateague Island Farm, LLC property on January 22, 2019, subject to various conditions.						
16 - Approved the sale of 15 EDUs to ES Adkins and Company property (14 commercial infill, 1 vacant) on February 19, 2019.						
17 - Approved the sale of additional 7 EDUs to Stockyard Inc. Property on July 16, 2019.						
18 - Surrendered 45 add back 25 to Infill, 20 to commercial for ODIE 1 June 15, 2021						
19 - Approved the sale of 34 EDUs to Salt Life on June 15, 2021 from approval to surrender 45 edus Multi lot take 34 from infill; They already had 6 on the account						
20 - Mini Storage Unit October 2020 took out of Commercial in area 1						
21 - Approved sale of 17 EDUs to WOC LLC July 5, 2021 took out of Commercial in Area 1						
22 - Approved Sale of 29 EDUs to Sea Oaks RPC, July 5, 2021, took out of Vacant or Multi Lot for Area 1						
23 - Approved Sale of 18 EDUs to Sea Oaks, Sept 21, 2021, took out of Vacant or Multi Lot for Area 1						
24 - Approved Sale of 9 EDUs to Mitch Parker/Home Port Properties LLC, 10/19/21, took out of Infill and Intensification, Subarea 1						
25 - Approved Sale of 10 EDUs to Sea Oaks Village LLC, 1/21/22, took from single family category, Area 1						
26 - Approved Sale of 19 EDUs to Sea Oaks Village LLC 3/15/22, 12 fr infill & intensification, 7 fr Single Family Dwelling						
27 - Approved Sale of 38 EDUs to Sun TRS Frontier LLC (Frontiertown) 6/7/22, 31 fr remaining Area 2, 7 fr Commercial Category Area 1						
28 - Approved Sale 12/3/19 Stockyard Inc - took 4 from Commercial Area 1 and 1 fr Vacant Properties Area 1						
29 - Refund 12 to Town of Ocean City - added to Commercial Area 1 545.1120 when re-purchased						

RESOLUTION NO. 17 - 19

RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. **Major Site Plans** - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
 - iv. **Residential Planned Community (RPC)** - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
 - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
 - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
- B. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
 3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU

thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

- 4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

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

PASSED AND ADOPTED this 19th day of September, 2017.

ATTEST:

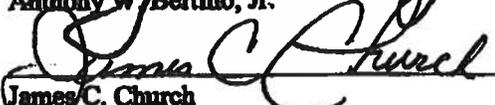

 Kelly Shanahan For HLH
 Harold E. Higgins - Kelly Shanahan
 Chief Administrative Officer; Assistant CAO

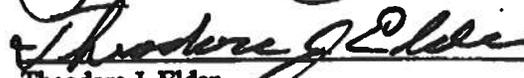
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND


 Madison J. Bunting, Jr., President


 Diana Burnell, Vice President


 Anthony W. Bertino, Jr.

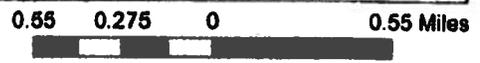
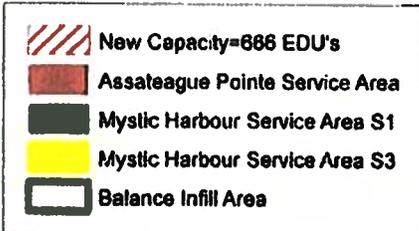
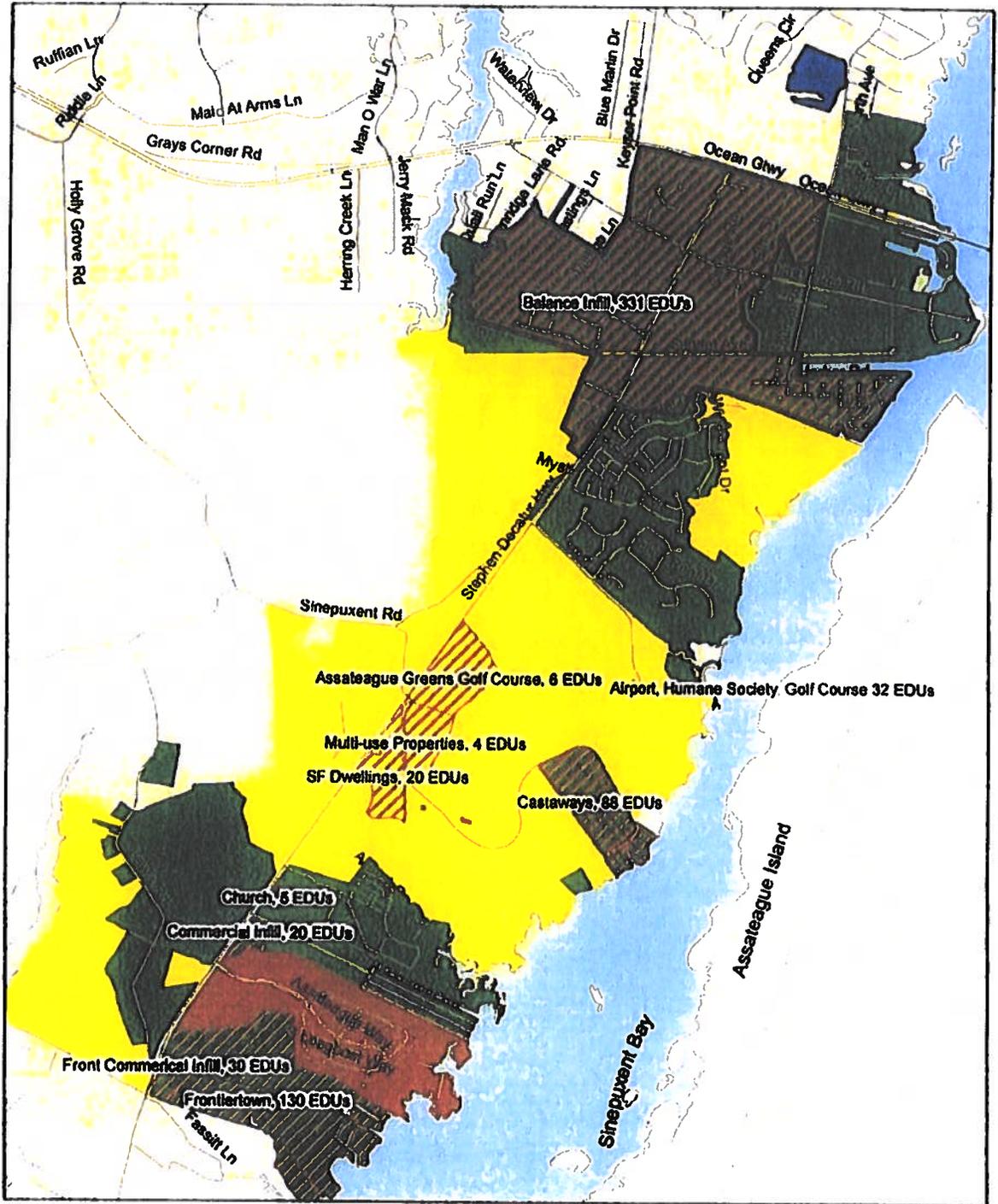

 James C. Church


 Theodore J. Elder


 Merrill W. Lockfaw, Jr.


 Joseph M. Mitreic

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
Subtotal EDUs in "Area 1"	391	325	0	27	298	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	0	4	
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	166	0	166	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	341	120	166	55	
TOTAL EDUs	666	666	120	193	353	
Note: See attached map for location of EDU allocations						
Footnotes:						
1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.						
3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.						



Mystic Harbour Sewer Planning Area
 New Mystic Capacity--666 EDU's
 Prepared by the Worcester County
 Department of Environmental Programs
 June 2015



Worcester County Administration

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

TO: Weston S. Young, Chief Administrative Officer
FROM: Candace I. Savage, Deputy Chief Administrative Officer *CS*
DATE: November 4, 2022
SUBJECT: Commissioners' Meeting Schedule and Budget Schedule for 2023

Attached, please find a proposed schedule of the County Commissioners' meeting dates for calendar year 2023 and a proposed Budget Schedule for fiscal year 2024. For informational purposes, I have also attached a copy of the schedule of holidays for 2023 in accordance with the Personnel Rules and Regulations (Section 6.11.A). County Commissioners' meetings are generally held on the 1st and 3rd Tuesday of each month, except where such dates fall on a legal holiday or other conflicting event. The proposed alternative to the July 4th, 2023 meeting is Wednesday, July 5th, 2023.

Regarding Legislative Sessions, the Code of Public Local Laws of Worcester County, Maryland (Section CG 2-203) provides that the County Commissioners may hold regular Legislative Sessions on the 1st, 2nd or 3rd Tuesday of each month. Since the Commissioners regularly meet on the 1st and 3rd Tuesday of each month, those will be scheduled for a regular Legislative Session.

2023
WORCESTER COUNTY COMMISSIONERS' MEETING DATES

The Worcester County Commissioners have established the following meeting dates for 2023. Regular meetings are generally held on the first and third Tuesday of each month, except where such dates fall on a legal holiday or other scheduling conflict. All meetings will be held in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland with the open session to commence at 10:00 a.m. unless otherwise noted.

January 3, 2023	Regular Meeting
January 17, 2023	Regular Meeting
February 7, 2023	Regular Meeting
February 21, 2023	Regular Meeting
March 7, 2023	Regular Meeting
March 21, 2023	Regular Meeting
March 28, 2023	Budget Work Session - 9am-4pm Discussion with Board of Education. Commissioner Operating Budget Review with selected Departments and Agencies
April 4, 2023	Regular Meeting
April 11, 2023	Budget Work Session - 9am-4pm Commissioner Operating Budget Review with selected Departments and Agencies.
April 18, 2023	Regular Meeting
May 2, 2023	Regular Meeting – FY24 Budget Public Hearing
May 9, 2023	Budget Work Session - 9am-4pm - Discussion w/ Departments and Personnel Matters
May 16, 2023	Regular Meeting - Budget Work Session - afternoon (1pm to 4pm)
June 6, 2023	Regular Meeting – FY24 Budget Adoption FY24 Enterprise Funds Public Hearing
June 20, 2023	Regular Meeting FY24 Water and Wastewater Service Enterprise Fund Budget Adopted FY24 Solid Waste Enterprise Fund Budget Adopted
Wednesday, July 5, 2023	Regular Meeting
July 18, 2023	Regular Meeting
August 1, 2023	Regular Meeting
August 15, 2023	Regular Meeting
September 5, 2023	Regular Meeting
September 19, 2023	Regular Meeting
October 3, 2023	Regular Meeting
October 17, 2023	Regular Meeting
November 7, 2023	Regular Meeting
November 21, 2023	Regular Meeting
December 5, 2023	Regular Meeting
December 19, 2023	Regular Meeting

§ CG 2-203 Legislative sessions and procedures of the County Code designates the first, second, and third Tuesday of each month as Legislative Sessions



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

**WORCESTER COUNTY
FY2024 Budget Schedule**

As of November 2, 2022

Monday, December 8, 2022	FY2024 Operating Budget Information Available for Distribution
Thursday, January 26, 2023	Department & Agency Operating Budget finalized in New World Systems
February 13, 14, 15, 2023	Departments meet with County Administration
Wednesday, February 15, 2023	Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association Board of Education submit to County Administrator MOE for FY2024 Board of Education submit to County Administrator Non-Recurring FY2024
Tuesday, March 7, 2023	County Commissioners review requests of Municipalities & Ocean Pines Association
Tuesday, March 7, 2023	Operating Budget from Board of Education submitted to County Administrator
Tuesday, March 21, 2023	Requested FY2024 Consolidated Operating Budget to Commissioners Non-Recurring MOE Discussion–Deadline to file March 31 Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1
Tuesday, March 28, 2023	Budget work session/Discussion with Board of Education (9-4) Commissioner Operating Budget Review with Selected Departments/Agencies
Tuesday, April 11, 2023	Commissioner Operating Budget Review with Selected Departments/Agencies (9-4)
Tuesday, May 2, 2023	Requested FY2024 Operating Budget Public Hearing
Tuesday, May 9, 2023	Budget Work Session Discussion with Departments personnel matters
Tuesday, May 16, 2023	Budget Work Session (start 1:00 pm)
Tuesday, June 6, 2023	FY2024 Consolidated General Fund Operating Budget Adopted Proposed FY2024 Enterprise Funds Public Hearing at Government Center
Tuesday, June 20, 2023	FY2024 Water & Wastewater Services Enterprise Fund Budget Adopted FY2024 Solid Waste Enterprise Fund Budgets Adopted



Worcester County Government

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(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

Worcester County Government Holiday Schedule Calendar Year 2023

New Year's Day	Observed on Monday, January 2, 2023
Dr. Martin Luther King Jr.'s Birthday	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth National Independence Day	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Columbus Day	Monday, October 9, 2023
Veterans' Day	Observed on Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
American Indian Heritage Day	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023

Adopted in accordance with Section 6.11.A of the Worcester County Government Personnel Rules & Regulations.



Worcester County Administration

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TO: Weston Young, Chief Administrative Officer

FROM: Candace Savage, Deputy Chief Administrative Officer
Kim Reynolds, Budget Officer

DATE: November 29, 2022

RE: Assignment of FY2022 Fund Balance

The annual audit performed by UHY LLC is currently underway. In order to finalize the financial statements, the use and assignment of fund balance must be determined, although minor adjustments could still be made. The overall increase in fund balance is \$11M of which \$5.5M was previously designated for reserve and \$5.5M is available for assignment. Our proposed designations are outlined on page 2 & 3 for review and approval. The definition of assigned fund balance are amounts that are designated by the Commissioners with *intent* to be used for a specific purpose, but are neither restricted nor committed unless done so by ordinance or resolution.

Included in the assignment is \$1,043,240 of capital equipment that was not funded in the FY23 general fund operating budget that is still being requested by departments. These items are detailed and marked with an * on pages 4 & 5. Page 6 shows the remaining unfunded small project and CIP requests.

We will be available for any questions you may have.

Proposed FY22 Assigned fund balance:

Bank Street Restroom, HVAC and Roof Improvements	155,000
Berlin Health Dept Roof Coating	75,000
Board of Education Admin Building (Carpet/Furniture)	31,754
Board of Education Admin Building (Paving)	50,000
Board of Education Admin Building (Windows/Renovations)	282,045
Board of Education Bus Contractor Contract Review	26,840
Board of Education Carpet (SDHS, PES)	60,720
Board of Education Energy Recovery Unit Repairs (PHS)	175,000
Board of Education Maintenance (Boom Lift, Custodian Equipment)	110,000
Board of Education Maintenance Vans	50,000
Board of Education Playground Upgrades	282,273
Board of Education PMS Evening Program	50,000
Board of Education Pocomoke Middle Fire Alarm	99,000
Board of Education Roof Repairs (BIS, SDHS, WT)	175,000
Board of Education SHHS Windscreen	25,000
Board of Education Snow Hill Middle Fire Alarm	111,645
Board of Education Stadium Fence (SDHS)	250,000
Board of Education Security Cameras (WTHS,SHHS, PHS,OCES)	975,000
Board of Education HVAC Replacements (SHMS,PMS)	516,640
Board of Education Buckingham Design	1,650,000
Board of Education SHMS/CCSS Roof	2,133,700
Board of Education PES Roof	1,100,000
Broadband Projects	1,000,000
Building HVAC (various buildings)	500,000
County Building Repairs and Improvements	600,000
Courthouse Roof Replacement	200,000
Courthouse (Carpet/Flooring)	50,000
Emergency Services Tower Shelter A/C Units & UPS Units	120,000
Emergency Services - Mass Casualty Unit & Generator	152,000
Encumbrances (FY22 unspent funds to be spent FY23)	2,931,075
Fire Alarm System Upgrades	120,000
Fire Tower/Training Center Upgrades/Expansion	150,000
Government Center Sound Attenuation Panels	60,000
Harris Radio Project	366,940
Isle of Wight Building (HVAC improvements)	26,000
Jail Building Improvements and Repairs	128,319
Jail UPS & Kitchen Oven/Cooktop	44,000
North End Public Works Building	550,000
Ocean City Inlet Dredging Project	601,034
Ocean Pines Library Improvements (Heating Improvements/Furniture)	62,000
Other Post Employment Benefit transfer (FY22 reconciliation)	1,731,096
Outdoor Sports Field Complex Study Fees	100,000
Parking Lot Improvements	339,634

ITEM 14

Parking Lot Upgrades/Resurfacing (Annually to Complete)	200,000
Pocomoke Health Dept Building Upgrades	500,000
Pocomoke Library Building Improvements	5,400,000
Prior Year Surplus (FY23 Budget)	4,182,639
Public Safety CAD System Server	42,500
Public Safety Logistical Storage Engineering/Design	196,592
Public Works Generator	200,000
Public Works Storage Bldg Concrete Floor & Door Operator	74,000
Radio System IT Refresh	2,000,000
Recreation Center Building HVAC Improvement	1,260,000
Recycling & Home Owner Convenience Center Repairs/Upgrades	650,000
Reserve Fund Transfer FY23 (July 2022 completed)	1,265,708
Roads Department Paving Projects	800,000
Roads Fence at Berlin Shop	100,000
Siren Study	100,000
Snow Hill Health Dept (Flooring Replacement & Storage Study)	275,000
Snow Hill Library Building Improvements	840,000
Snow Hill Senior Center HVAC	150,000
Snow Hill Transmitter Building (Replacement)	615,000
Strategic Plan - Dude Solutions Building Mgmt. Maintenance	30,000
States Attorney Building Addition	1,000,000
Unfunded One-Time Budget Requests (FY23)	1,043,240
West Ocean City Commercial Harbor Bulkhead	1,500,000
Wor-Wic Applied Technology Building	416,777

Total:

41,058,171

ITEM 14

Assigned Fund Balance:	FY22 Proposed Assigned Funds	FY21 Assigned Funds	Variance / Distribution of Surplus
Bank Street Property Restroom Improvements	55,000	50,000	5,000
Bank Street Property HVAC	30,000		30,000
Bank Street Property Roof	70,000		70,000
Belt Street Building Improvement		58,168	(58,168)
Berlin Health Dept Roof Coating	75,000		75,000
Board of Education Admin Building (carpet/furniture)	31,754	41,034	(9,280)
Board of Education Admin Building (paving)	50,000	50,000	-
Board of Education Admin Building (windows/renovation)	282,045	300,000	(17,955)
Board of Education Bleachers (SDHS)		100,000	(100,000)
Board of Education Bus Contractor Contract Review	26,840	500,000	(473,160)
Board of Education Carpet (SDHS, PES)	60,720	70,000	(9,280)
Board of Education Energy Recovery Unit Repairs (PHS)	175,000	175,000	-
Board of Education Maintenance (boom lift, custodian equipment)	110,000	110,000	-
Board of Education Maintenance Vans	50,000	50,000	-
Board of Education Playground Upgrades	282,273	300,000	(17,727)
Board of Education PMS Evening Program	50,000	50,000	-
Board of Education PMS Roof Design/Replacement		1,449,829	(1,449,829)
Board of Education Pocomoke Middle Fire Alarm)	99,000	139,800	(40,800)
Board of Education Roof Repairs (BIS, SDHS, WT)	175,000	175,000	-
Board of Education SHHS Windscreen	25,000	25,000	-
Board of Education Snow Hill Middle Fire Alarm	111,645	156,000	(44,355)
Board of Education Stadium Fence (SDHS)	250,000	250,000	-
Board of Education SDMS Design Fees		200,000	(200,000)
Board of Education Underground Storage Unit		84,000	(84,000)
Board of Education Security Cameras (WTHS)	250,000		250,000
Board of Education Security Cameras (SHHS)	250,000		250,000
Board of Education Security Cameras (PHS)	250,000		250,000
Board of Education Security Cameras (OCES)	225,000		225,000
Board of Education HVAC Replacement (SHMS)	258,320		258,320
Board of Education HVAC Replacement (PMS)	258,320		258,320
Board of Education Buckingham Design	1,650,000		1,650,000
Board of Education SHMS/CCSS Roof	2,133,700		2,133,700
Board of Education PES Roof	1,100,000		1,100,000
Broadband Projects	1,000,000	1,000,000	-
Building HVAC (various buildings)	500,000	350,000	150,000
County Building Repairs & Improvements	600,000	425,000	175,000
Courthouse Roof Replacement	200,000	500,000	(300,000)
Courthouse (Carpet/Flooring)	50,000	99,943	(49,943)
Emergency Services Tower Shelter A/C Units & UPS Units	120,000	120,000	-
Emergency Services - AEDs	83,500		83,500 *
Emergency Services - Mass Casualty Unit	17,000		17,000
Emergency Services - Mobile Generator	135,000		135,000
Emergency Services - Radios	360,000		360,000 *
Encumbrances (FY22 unspent funds to be spent FY23)	2,931,075	3,199,401	(268,326)
Financial Tax Software/Docuware/Servers		66,089	(66,089)
Fire Alarm System Upgrades	120,000	120,000	-
Fire Marshal Replacement Vehicle	51,000		51,000 *
Fire Tower/Training Center Upgrades/Expansion	150,000	150,000	-
Government Center (Ventilation & Building Repairs)		500,000	(500,000)
Government Center/911 Center (HVAC Upgrade/Backup System)		352,117	(352,117)
Government Center Sound Attenuation Panels	60,000		60,000
Harris Radio Project	366,940	366,940	-
Homeowners Convenience Center Compactor	65,000		65,000 *
Isle of Wight Building HVAC Improvements	26,000	200,000	(174,000)
Human Resources Intoximeter	3,000		3,000 *
IT Hard Drive Shredder	9,000		9,000 *
IT Office 365	62,440		62,440 *
Jail Building Improvements & Repairs	128,319	542,822	(414,503)
Jail UPS & Kitchen Oven/Cooktop	44,000	44,000	-
Nextgen 911		200,000	(200,000)

ITEM 14

North End Public Works Building	550,000	450,000	100,000
Ocean City Inlet Dredging Project	601,034	601,034	-
Ocean Pines Library Heating Control Upgrade	27,000	80,000	(53,000)
Ocean Pines Library Circulation & Reference Desk Replacement	35,000		35,000
Ocean Pines Library Sprinkler System	18,000		18,000 *
Other Post Employment Benefit Transfer (FY22)	1,731,096	2,500,000	(768,904)
Outdoor Sports Field Complex Study	100,000	400,000	(300,000)
Parking Lot Improvements	339,634	339,634	-
Parking Lot Upgrades/Resurfacing (annually to complete)	200,000	200,000	-
Parks Top Dresser for Mower	21,000		21,000 *
Pocomoke Health Dept Building Upgrades	500,000	500,000	-
Pocomoke Library	5,400,000	500,000	4,900,000
Prior Year Surplus	4,182,639	4,325,935	(143,296)
Public Safety CAD System Server	42,500	43,857	(1,357)
Public Safety Logistical Storage Engineering/Design	196,592	200,000	(3,408)
Public Works Building Expansion		150,000	(150,000)
Public Works Generator	200,000	200,000	-
Public Works Fuel Facility	350,000	-	350,000 *
Public Works Storage Bldg Concrete Floor & Door Operator	74,000		74,000
Radio System IT Refresh	2,000,000		2,000,000
Recreation Center Building HVAC improvement	1,260,000	300,000	960,000
Recreation Trailer, Sanitizing Machine, Gator	20,300		20,300 *
Recycling and Home Owner Convenience Ctr Repairs & Upgrades	650,000	300,000	350,000
Reserve Fund increase (FY21)		4,500,000	(4,500,000)
Reserve Fund transfer FY22 (July 2021 completed)		1,300,000	(1,300,000)
Reserve Fund transfer FY23 (July 2022)	1,265,708		1,265,708
Roads Department Paving Projects	800,000	862,869	(62,869)
Roads - Fence at Berlin Shop	100,000		100,000
Siren Upgrade	100,000	50,000	50,000
Snow Hill Health Dept - Flooring Replacement	250,000		250,000
Snow Hill Health Dept - Onsite Storage Engineering Study	25,000		25,000
Snow Hill Library Building Imp	840,000		840,000
Snow Hill Senior Center HVAC	150,000	150,000	-
Snow Hill Transmitter Building Replacement	615,000	400,000	215,000
Snow Hill Warehouse		250,000	(250,000)
Strategic Plan - Dude Solutions Building Mgmt. Maintenance	30,000	100,000	(70,000)
States Attorney Building Addition	1,000,000	15,000	985,000
Tropospheric Ducting Engineering project		100,000	(100,000)
Maryland DHCD - Community Legacy Program grant match		10,000	(10,000)
West Ocean City Commercial Harbor Bulkhead	1,500,000	1,500,000	-
Wor-Wic Applied Technology Building	416,777	2,612,965	(2,196,188)
Total:	41,058,171	35,511,437	5,546,734

Change in non-spendable (prepaid expenses)	(58,031)
Estimated Surplus	5,488,703

	FY22 Proposed Assigned Funds	% of Assigned Funds
Reserve	1,265,708	3.1%
OPEB (inc 80% for BOE)	1,731,096	4.3%
General government/one time capital	3,405,149	8.3%
Parks and Recreation	3,502,334	8.5%
Public Safety	5,529,851	13.5%
Public Works	4,684,500	11.4%
Broadband	1,000,000	2.4%
Health Department	850,000	2.1%
Library	6,320,000	15.4%
BOE	8,154,617	19.9%
Wor-Wic	416,777	1.0%
Prior Year Surplus	4,182,639	10.2%
Total:	41,058,171	100.0%

* Items were taken out of FY22 Budget are still being requested

Unfunded Project Requests:

Year Requested	Small Project Assigned Fund Requests	
FY2023	Board of Education Paving Parking Lot	635,676
FY2023	Board of Education Paving Parking Lot	601,530
FY2023	Board of Education Paving Parking Lot	554,886
FY2023	Fire Marshal - Hazmat Vehicle Replacement	120,000
FY2023	Public Works Vehicle & Equipment Storage Building	175,000
FY2023	County Building Repairs & Improvement Reduction from Request	325,000
FY2024	Parking Lot Improvements Ocean City Library	100,000

Year Requested	CIP Assigned Funds Requests	
CIP FY2024	Berlin Homeowner Convenience Center - Dock Replacement Wall	435,000
CIP FY2024	Roads Front End Loader	300,000
CIP FY2024	Fire Training Tower	1,250,000
CIP FY2024/2025	Roads Pocomoke Shop Renovation	500,000
CIP FY2024/2025	States Attorney Building Addition	1,818,592
CIP FY2024/2025	Outdoor Warning System Replacement	1,150,000
CIP FY2025	Board of Education New Central Office Building	773,900



Worcester County Government

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November 21, 2022

TO: Weston Young, Chief Administrative Officer
Worcester County Commissioners

FROM: Kim Reynolds, Budget Officer

RE: “REQUESTED” Capital Improvement Plan FY2024 through FY2028

Please find attached, the Requested Fiscal Year 2024 through Fiscal Year 2028 Five-Year Capital Improvement Plan. The Requested Plan Summary by Category indicates projects totaling \$208,072,818 are requested over the five-year period. Of these projects, \$34,585,765 or 16% is proposed to come from the Assigned Funds and \$120,655,353 or 58% from general bond funds. The remaining portion would come from grant funds, state match funds, user fees, assigned funds, private donations and enterprise bonds. Public School projects have been included in the Capital Improvement Plan.

Please assess the requests for FY2024 to note if there are items in the plan that the County should further review. The FY2024 Assigned Funds request is \$8,728,184 or 31% of the capital outlay and General Bonds total \$7,797,829 or 28% of the capital outlay. The Bond Rating Agencies look closely at the Capital Improvement Plan as a financial planning tool for the County.

The purpose of this submission today, is to request a public hearing be held on the requested capital improvement plan in January 2023. Should you have any questions please do not hesitate to contact me.

Worcester County

Requested

5 Year Capital Improvement Plan
FY 2024 to FY 2028



NOTE: The proposed Capital Improvement Plan is a planning document to anticipate future financial needs of the County. Inclusion of a project in the plan does not constitute a guarantee of funding from the county. Some capital projects will be added, deleted and or amended as necessary. As with the Operating Budget, the projects for each fund have to be balanced with the resources available in that fund.

December 6, 2022

REQUESTED PLAN SUMMARY BY CATEGORY

11/22/2022

WORCESTER COUNTY
 FIVE YEAR CAPITAL IMPROVEMENT PLAN
 FY 2024 TO FY 2028 PROJECT SUMMARY

Project Category	2024	2025	2026	2027	2028	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete *	Total Project Cost
General Government	6,326,500	7,130,500	1,000,000	1,000,000	1,000,000	16,457,000	7.91%	0	0	16,457,000
Public Safety	9,585,369	3,956,052	2,473,320	10,774,364	22,500,000	49,289,105	23.69%	7,150,090	0	56,439,195
Public Works	9,267,000	4,880,000	5,600,000	2,250,000	2,850,000	24,847,000	11.94%	0	0	24,847,000
Recreation & Parks	960,000	0	0	0	0	960,000	0.46%	300,000	0	1,260,000
Public Schools	1,365,537	6,099,659	3,281,944	34,453,103	68,628,121	113,828,364	54.71%	0	64,595,010	178,423,374
Community College	0	0	148,732	2,436,380	106,237	2,691,349	1.29%	0	0	2,691,349
TOTAL	27,504,406	22,066,211	12,503,996	50,913,847	95,084,358	208,072,818	100.00%	7,450,090	64,595,010	280,117,918

Source of Funds	2024	2025	2026	2027	2028	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete	Total Project Cost
General Fund	0	0	0	0	0	0	0.00%	0	0	0
User Fees	832,000	2,400,000	0	0	0	3,232,000	1.55%	0	0	3,232,000
Grant Funds	9,300,000	4,910,000	0	2,250,000	2,850,000	19,310,000	9.28%	0	0	19,310,000
State Match	846,393	2,603,607	952,000	7,947,500	11,653,459	24,002,959	11.54%	0	16,900,041	40,903,000
State Loan	0	0	0	0	0	0	0.00%	0	0	0
Assigned Funds	8,728,184	11,593,604	5,951,996	4,464,244	3,847,737	34,585,765	16.62%	842,822	0	35,428,587
Private Donation	0	84,000	0	0	302,741	386,741	0.19%	0	0	386,741
Enterprise Bonds	0	300,000	5,600,000	0	0	5,900,000	2.84%	0	0	5,900,000
General Bonds	7,797,829	175,000	0	26,252,103	53,930,421	88,155,353	42.37%	6,607,268	47,694,969	142,457,590
General Bonds (Re-paid through VLT)	0	0	0	10,000,000	22,500,000	32,500,000	15.62%	0	0	32,500,000
TOTAL	27,504,406	22,066,211	12,503,996	50,913,847	95,084,358	208,072,818	100.00%	7,450,090	64,595,010	280,117,918

* Balance to Complete - Years FY2029 and future

FY 2024 TO FY 2028 SUMMARY BY PROJECT
REQUESTED

11/21/2022

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN

	FY2024	FY2025	FY2026	FY2027	FY2028	Prior Allocation	Balance To Complete	TOTAL
General Government Facilities								
New Pocomoke Library	4,486,500	6,130,500						10,617,000
Snow Hill Library Building Improvements	840,000							840,000
Broadband Infrastructure	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000			5,000,000
Total General Government Facilities	6,326,500	7,130,500	1,000,000	1,000,000	1,000,000	0	0	16,457,000
Public Safety								
Worcester County Jail Improvement Project	4,690,329	175,000				7,150,090		12,015,419
Public Safety Logistical Storage Facility	3,307,500							3,307,500
State's Attorney Building Addition	87,540	2,731,052	2,373,320	774,364				5,966,276
Outdoor Warning Siren System	100,000	1,050,000						1,150,000
Fire Training Tower	1,400,000							1,400,000
Public Safety Building			100,000	10,000,000	22,500,000			32,600,000
Total Public Safety	9,585,369	3,956,052	2,473,320	10,774,364	22,500,000	7,150,090	0	56,439,195
Public Works								
Berlin Homeowner Convenience Center - Dock Wall Replacement	435,000							435,000
Public Works Fuel Facility Replacement	350,000							350,000
Roads - Front End Loader	300,000							300,000
Roads - Pocomoke Shop Renovation	250,000	250,000						500,000
Water Wastewater								
Riddle Farm WWTP Bypass to OP WWTP	1,000,000							1,000,000
Riddle Farm WWTP Rehabilitation	1,700,000							1,700,000
Mystic Harbour Solids Handling	3,000,000							3,000,000
Mystic Harbour WTP Rehabilitation	1,400,000							1,400,000
Ocean Pines UV Disinfection	300,000							300,000
Landings Water Tower Rehabilitation		580,000						580,000
Riddle Farm Water Tower Rehabilitation, Painting & Lowering		650,000						650,000
Mystic Harbour Effluent Connection to Assateague Greens		1,000,000						1,000,000
Mystic Harbour Storage Building		700,000						700,000
River Run Sewer Interconnection to Ocean Pines		100,000	1,100,000					1,200,000
River Run Replacement Liner		100,000	1,100,000					1,200,000
Assateague Point WWTP Replacement Liner		100,000	600,000					700,000
Mystic Harbour Effluent Connection to Riddle Farm Lagoon		200,000	2,800,000					3,000,000
Mystic Harbour Effluent Disposal Expansion				2,100,000				2,100,000
Newark WTP Rehabilitation				150,000	2,850,000			3,000,000
Solid Waste								
Landfill - Leachate Storage Tank	532,000							532,000
Administration Scale House Renovations & Addition		1,200,000						1,200,000
Total Public Works	9,267,000	4,880,000	5,600,000	2,250,000	2,850,000	0	0	24,847,000

FY 2024 TO FY 2028 SUMMARY BY PROJECT
REQUESTED

11/21/2022

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN

	FY2024	FY2025	FY2026	FY2027	FY2028	Prior Allocation	Balance To Complete	TOTAL
Recreation & Parks								
Recreation Center - HVAC Replacement	960,000					300,000		1,260,000
Total Recreation & Parks	960,000	0	0	0	0	300,000	0	1,260,000
Public Schools								
Snow Hill Middle/Cedar Chapel School - Roof Replacement	119,000	3,920,700						4,039,700
Buckingham Elementary Replacement School	1,246,537	1,305,059	582,410	21,965,967	40,197,638		9,898,985	75,196,596
Pocomoke Elementary School - Roof Replacement		100,000	1,998,000					2,098,000
New Central Office Building		773,900	701,534	12,130,136	21,576,783			35,182,353
Worcester Technical High School - Roof Replacement				207,000	5,328,000			5,535,000
Snow Hill Elementary Replacement School				150,000	1,525,700		54,696,025	56,371,725
Total Public Schools	1,365,537	6,099,659	3,281,944	34,453,103	68,628,121	0	64,595,010	178,423,374
Wor-Wic Community College								
Wor-Wic Learning Commons Building			148,732	2,436,380	106,237			2,691,349
Total Wor-Wic	0	0	148,732	2,436,380	106,237	0	0	2,691,349
CAPITAL PROJECT SUMMARY - BY SOURCE OF FUNDS								
Source of Funds	FY2024	FY2025	FY2026	FY2027	FY2028	Prior Allocation	Balance to Complete	TOTAL
General Fund								0
User Fees	832,000	2,400,000						3,232,000
Grant Funds	9,300,000	4,910,000		2,250,000	2,850,000			19,310,000
State Match	846,393	2,603,607	952,000	7,947,500	11,653,459		16,900,041	40,903,000
State Loan								0
Assigned Funds	8,728,184	11,593,604	5,951,996	4,464,244	3,847,737	842,822		35,428,587
Private Donation		84,000			302,741			386,741
Enterprise Bonds		300,000	5,600,000					5,900,000
General Bonds	7,797,829	175,000		26,252,103	53,930,421	6,607,268	47,694,969	142,457,590
General Bonds (Debt Service to be paid through Video Lottery Funds)				10,000,000	22,500,000			32,500,000
								0
TOTAL	27,504,406	22,066,211	12,503,996	50,913,847	95,084,358	7,450,090	64,595,010	280,117,918

CIP Project Name: New Pocomoke Library

Project Director (Name & Title): Jennifer Ranck, Library Director

Phone Number: 410-632-2600

Project Summary and Purpose: To replace the current 51-year old facility with a new, larger building.

Project Location: Downtown Pocomoke

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

There are grant funds available through the Maryland State Library Agency's "County Library Capital Grant" program. The Library applied for a \$2.2 million grant in FY 24.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? There will be increased costs for personnel because an increase in the size of the staff will be required. There will be an increase in some building operations costs because it is a larger building (custodial). Repair and maintenance costs will go down significantly in the first few years of the new building's operation.

What is the useful life of the asset/project? Likely 50 years; the current facility opened in 1970

Will this project generate revenue? The library generates a small amount of revenue. Libraries play an important role in building and supporting healthy communities and have a positive impact on downtown areas by attracting foot traffic.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	86,500	86,500						173,000
Land Acquisition								0
Site Work								0
Construction	4,400,000	5,560,000						9,960,000
Equipment/Furnishings		484,000						484,000
Other - Please Specify								0
TOTAL	4,486,500	6,130,500	0	0	0	0	0	10,617,000

SOURCES OF FUNDS								
	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds	2,200,000	2,980,000						5,180,000
State Match								0
State Loan								0
Assigned Funds	2,286,500	3,066,500						5,353,000
Private Donation		84,000						84,000
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	4,486,500	6,130,500	0	0	0	0	0	10,617,000

PROJECTED OPERATING IMPACTS	(3,000)	38,702	38,702	38,702	38,702			151,808
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CIP Project Name: New Pocomoke Library

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Worcester County Library updated a Facilities Master Plan in 2022. The Pocomoke Library replacement was identified as the first priority. The Pocomoke Branch opened in 1970 with an addition constructed in 2004. The addition provided much needed space but much of the library's furniture and shelving was re-used and many of building systems are in need of replacement. This project will address the following problems: 1) the lack of flexible space for collaborative work for patrons and staff; 2) the need for upgraded electrical and data systems; 3) the need for upgraded heating, ventilation, air conditioning and lighting; 4) roof and window replacement; and 5) accessibility issues. In September 2021, Worcester County Commissioners signed an agreement with the City of Pocomoke to use a downtown site for the new library, if a Strategic Demolition grant is successful. If the grant is not successful, the library would like to move forward with plans for a new branch on the current site, Market Street. Design for the new library began in July 2022.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The residents and visitors to Pocomoke City and the surrounding areas will benefit from this project. Many of the building's systems are nearing the "end of useful life" and a new facility will help maintain proper temperatures, improve lighting, and reduce the library's overall energy use. New flooring and furnishings will improve overall functionality and enable the library to reallocate collection space, create a dedicated young adult space, reconfigure staff area, and revise public service desk. Adjacent to the children's area, the lack of separation limits the use of the YA section. Due to space and wiring constraints, the library's 3D printer is housed on the other side of the building. Lack of programming space within the collection spaces limit the kinds of programs and equipment that the library can offer. The branch is often the recipient of discarded furniture. The mix of hodgepodge shelving negatively affects the overall character and layout of the branch. Library staff are continually weeding and shifting collections due to lack of space. The library would like to purchase additional fiction and non-fiction picture books for the Children's area to support school readiness but there is no room to expand library collections. Dated HVAC equipment continues to fail. The circulation desk is crowded and there is little room to store held items and interlibrary loan materials for customers. The staff office and staff kitchen also serve as storage spaces. Many library operations must take place at the circulation desk in between assisting customers and checking out materials. The circulation desk is not accessible for those in wheelchairs and obstructs flow for all users. A more welcoming desk would improve the patron experience. A new building will enable the library to create inspiring and defined spaces that will facilitate greater and higher quality use by its visitors. The addition of quiet study and the possibility of a small conference room will expand the types of activities that can take place in the library. Additional places for visitors to plug in their own devices will enable users to research, complete online classes, and communicate in a more comfortable setting. New shelving will allow for the print collections to be displayed in a functional manner and easier to access by all patrons. The library will increase aisle widths to 42" to meet ADA preferred guidelines. The projected increase for library use is 15%. A well-designed staff area will increase productivity and staff morale. Efficient electrical and data communications systems will modernize technology for now and future reconfiguration. The library will also strive to minimize its environmental footprint and will explore the opportunities to use sustainable building materials, incorporate natural light to reduce energy costs, and other design elements that are cost effective and environmentally friendly. The library is central to the Pocomoke community and serves as the cultural and learning center. The space, if renovated and expanded, will support modern usage and technology and enable the library to meet the needs of the current and evolving community.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based on figures developed by Whiting Turner in May 2021 to complete the "County Library Capital Grant" application.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first requested in FY 2019 and several options for facility upgrades and other locations have been discussed. (An alternative downtown Pocomoke site was considered in Spring 2020 but upon further evaluation the location was not viable.)

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded? This project is critical. The building systems are long past their useful life, the roof needs to be replaced, the plumbing system and fixtures are dated, the low ceiling height limits lighting and HVAC upgrades, and many of the windows are single pane. An addition of 4,000 SF is also needed for expanded program space. There is also a desire by the County Commissioners and the City of Pocomoke to revive a difficult site and inspire improvements and redevelopment of the neighborhood. New construction would allow the library to build a high performance building and reduce operating costs for years to come.

CIP Operating Impact Projections

Project: New Pocomoke Library

Department & Signature of Department Head: Jennifer Ranck, Sept. 9, 2022

Personnel Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Job Title & Salary/Benefit Costs (List Separately)						
Part-time Library Serv. Assistant (2)		34,300	34,300	34,300	34,300	137,200
Benefits		7,402	7,402	7,402	7,402	29,608
						0
						0
						0
						0
						0
EXPENDITURES						0

New Positions Salary & Benefits TOTAL	0	41,702	41,702	41,702	41,702	166,808
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Operating Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Utilities						0
Telephone						0
Custodial						0
Cleaning						0
Maintenance Repairs						0
Refuse						0
Fire/Security Alarm						0
Internet						0
Vehicle Expense						0
Other						0
						0
						0
EXPENDITURES						0

Operating TOTAL	0	0	0	0	0	0
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ITEM 15

Project: New Pocomoke Library

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
Anticipated Library Usage Fees (copies) - Pocomoke branch	3,000	3,000	3,000	3,000	3,000	15,000
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	3,000	3,000	3,000	3,000	3,000	15,000
PROJECTED OPERATING IMPACTS	(3,000)	38,702	38,702	38,702	38,702	151,808

Project: New Pocomoke Library

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

With a larger building, we anticipate the need of two additional part-time employees.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

New equipment should result in lower utility cost.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Maintenance costs may increase depending on building systems and if outside vendors will need to support. Custodial services will increase with a larger building.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

A larger building may increase property insurance.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

New telephone and updated security system will be needed; perhaps additional computers in the adult and children's areas.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

New shelving and furnishings will be needed, approximately \$484,000 (anticipating 10% escalation over the next two years). Shown on page one of the CIP Project.

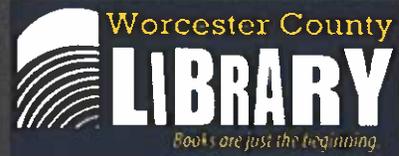
Pocomoke Library FY 24 – Cost Estimate

The attached estimate for a new Pocomoke Library includes an 8% escalation contingency but does not include additional funds for prevailing wage. If the Pocomoke Library project is fortunate to receive funding for 25% (or more) of the project, Worcester County Library understands that prevailing wage is required. To account for this possibility, we have increased the construction cost by \$1.5 million and using these figures to more accurately reflect projected cost:

Construction Project Totals:	\$10,353,834
Projected Owner's Costs:	\$547,673
Total:	\$10,901,507 (\$908.46/GSF)



The Whiting-Turner Contracting Company
 100 West Main Street
 Salisbury, MD 21804
 410-677-3253
 www.whiting-turner.com



Project Name: Worcester County Pocomoke Branch Library
Type of Estimate: Conceptual Design Estimate
Estimate Date: May 13, 2022
Project Location: Pocomoke City, MD 21851
Owner: Worcester County Government
Whiting-Turner Contact: Adam Leonard
Whiting-Turner VP: Scott Saxman
Architect/Engineer: The Design Group
Document Set: N/A - Conceptual Design Narrative
Project Description: Construction of a new 12,000 square foot single story public library located on an adaptive reuse site in downtown Pocomoke City, MD.





Worcester County Pocomoke Branch Library
Conceptual Design Estimate - 05/13/2022

MASTERFORMAT SUMMARY

DIVISION	BUILDING			SITE DEVELOPMENT			PROJECT TOTAL		
	12,000	GSF	BLDG	1 1	ACRE	SITE	12,000	GSF	
	COST	\$/SF	% COW	COST	\$/ACRE	% COW	COST	\$/SF	% COW
1 General Requirements	\$ 299,193	\$ 24.93	5.79%	\$ 22,000	\$ 20,389.79	2.96%	\$ 321,193	\$ 26.77	5.44%
2 Existing Conditions	\$ -	\$ -	0.00%	\$ 33,500	\$ 31,048.09	4.50%	\$ 33,500	\$ 2.79	0.57%
3 Concrete	\$ 321,865	\$ 26.82	6.23%	\$ -	\$ -	0.00%	\$ 321,865	\$ 26.82	5.45%
4 Masonry	\$ 367,490	\$ 30.62	7.12%	\$ -	\$ -	0.00%	\$ 367,490	\$ 30.62	6.22%
5 Metals	\$ 370,920	\$ 30.91	7.18%	\$ -	\$ -	0.00%	\$ 370,920	\$ 30.91	6.28%
6 Wood, Plastics, and Composites	\$ 121,955	\$ 10.16	2.36%	\$ -	\$ -	0.00%	\$ 121,955	\$ 10.16	2.06%
7 Thermal & Moisture Protection	\$ 787,739	\$ 65.64	15.25%	\$ -	\$ -	0.00%	\$ 787,739	\$ 65.64	13.33%
8 Openings	\$ 260,165	\$ 21.68	5.04%	\$ -	\$ -	0.00%	\$ 260,165	\$ 21.68	4.40%
9 Finishes	\$ 487,689	\$ 40.64	9.44%	\$ -	\$ -	0.00%	\$ 487,689	\$ 40.64	8.25%
10 Specialties	\$ 82,429	\$ 6.87	1.60%	\$ 10,000	\$ 9,268.09	1.34%	\$ 92,429	\$ 7.70	1.56%
11 Equipment	\$ 13,750	\$ 1.15	0.27%	\$ -	\$ -	0.00%	\$ 13,750	\$ 1.15	0.23%
12 Furnishings	\$ 167,369	\$ 13.95	3.24%	\$ -	\$ -	0.00%	\$ 167,369	\$ 13.95	2.83%
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 72,000	\$ 6.00	1.39%	\$ -	\$ -	0.00%	\$ 72,000	\$ 6.00	1.22%
22 Plumbing	\$ 92,560	\$ 7.71	1.79%	\$ -	\$ -	0.00%	\$ 92,560	\$ 7.71	1.57%
23 HVAC	\$ 851,500	\$ 70.96	16.49%	\$ -	\$ -	0.00%	\$ 851,500	\$ 70.96	14.41%
25 Integrated Automation	\$ 42,000	\$ 3.50	0.81%	\$ -	\$ -	0.00%	\$ 42,000	\$ 3.50	0.71%
26 Electrical & Solar	\$ 706,450	\$ 58.87	13.68%	\$ 5,500	\$ 5,097.45	0.74%	\$ 711,950	\$ 59.33	12.05%
27 Communications	\$ 49,120	\$ 4.09	0.95%	\$ -	\$ -	0.00%	\$ 49,120	\$ 4.09	0.83%
28 Electronic Safety & Security	\$ 69,850	\$ 5.82	1.35%	\$ -	\$ -	0.00%	\$ 69,850	\$ 5.82	1.18%
31 Earthwork	\$ -	\$ -	0.00%	\$ 124,866	\$ 115,726.86	16.77%	\$ 124,866	\$ 10.41	2.11%
32 Exterior Improvements	\$ -	\$ -	0.00%	\$ 415,970	\$ 385,524.70	55.88%	\$ 415,970	\$ 34.66	7.04%
33 Site Utilities	\$ -	\$ -	0.00%	\$ 132,532	\$ 122,831.79	17.80%	\$ 132,532	\$ 11.04	2.24%
SUBTOTAL - COST OF WORK	\$ 5,164,044	\$ 430.34	100.00%	\$ 744,368	\$ 689,886.75	100.00%	\$ 5,908,412	\$ 492.37	100.00%
Preconstruction Services	\$ 29,542	\$ 2.46	0.50%	\$ 3,722	\$ 3,449.43	0.50%	\$ 33,264	\$ 2.77	
Design and Estimating Contingency	\$ 472,673	\$ 39.39	8.00%	\$ 59,847	\$ 55,466.89	8.00%	\$ 532,520	\$ 44.38	
Construction/CM Contingency	\$ 281,952	\$ 23.50	5.00%	\$ 37,218	\$ 34,494.34	5.00%	\$ 319,171	\$ 26.60	
General Conditions	\$ 642,039	\$ 53.50	Fixed	\$ -	\$ -	Fixed	\$ 642,039	\$ 53.50	
Liability Insurance	\$ 62,277	\$ 5.19	0.85%	\$ 7,500	\$ 6,951.39	0.85%	\$ 69,777	\$ 5.81	
Whiting-Turner Bond	\$ 63,947	\$ 5.33	1.00%	\$ 8,441	\$ 7,823.32	1.00%	\$ 72,388	\$ 6.03	
Whiting-Turner Fee	\$ 226,052	\$ 18.84	3.50%	\$ 29,839	\$ 27,655.42	3.50%	\$ 255,891	\$ 21.32	
Builder's Risk Insurance	\$ 8,096	\$ 0.67	0.12%	\$ 1,068	\$ 989.71	0.12%	\$ 9,164	\$ 0.76	
CONSTRUCTION TOTALS	\$ 6,950,623	\$ 579.22 / GSF		\$ 892,004	\$ 826,717.26 / ACRE		\$ 7,842,627	\$ 653.55 / GSF	
FF&E, Artwork, and AV	\$ 400,000	\$ 33.33	Fixed	\$ -	\$ -	Fixed	\$ 400,000	\$ 33.33	
Permitting Fees	\$ 75,000	\$ 6.25	Fixed	\$ -	\$ -	Fixed	\$ 75,000	\$ 6.25	
Escalation Contingency	\$ 473,680	\$ 39.47	8.00%	\$ 62,527	\$ 57,950.49	8.00%	\$ 536,207	\$ 44.68	
CONSTRUCTION PROJECT TOTALS	\$ 7,899,302	\$ 658.28 / GSF		\$ 954,531	\$ 884,667.74 / ACRE		\$ 8,853,834	\$ 737.82 / GSF	
Owner's Costs									
Architectural / Engineering Fees	\$ 472,673	\$ 39.39	8.00%	\$ -	\$ -		\$ 472,673	\$ 39.39	
Owner Contingency	\$ -	\$ -	Fixed	\$ -	\$ -		\$ -	\$ -	
FF&E Design	\$ 25,000	\$ 2.08	Fixed	\$ -	\$ -		\$ 25,000	\$ 2.08	
Testing & Inspection Costs	\$ 50,000	\$ 4.17	Fixed	\$ -	\$ -		\$ 50,000	\$ 4.17	
GRAND TOTAL PROJECT COST	\$ 8,446,975	\$ 703.91 / GSF		\$ 954,531	\$ 884,667.74 / ACRE		\$ 9,401,507	\$ 783.46 / GSF	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
General Requirements	1	ls	\$ 299,193.00	\$ 299,193	See GR tab for breakdown and more detail
01 70 00 Execution and Closeout Requirements					
TOTAL - DIV 1				\$ 299,193	
02 EXISTING CONDITIONS					
TOTAL - DIV 2				\$ -	
03 CONCRETE					
03 30 00 Cast in Place Concrete					
<u>Standard Foundations</u>					
Concrete Foundations	1	ls	\$ 146,355.00	\$ 146,355	
Rebar	1	ls	\$ 26,010.00	\$ 26,010	
<u>Slab on Grade</u>					
Slab on Grade - 4"	12,000	sf	\$ 11.00	\$ 132,000	Incl concrete, stone base, vapor barrier
Broom Finish Concrete	-	ls	\$ -	\$ -	See division 31
<u>Walls and Columns</u>					
Mock-Up of Site wall	1	ls	\$ 7,500.00	\$ 7,500	Concrete only
<u>Miscellaneous</u>					
Housekeeping Pads	500	sf	\$ 20.00	\$ 10,000	
03 40 00 Precast Concrete					
Precast Concrete - Architectural					Potential for site wall
TOTAL - DIV 3				\$ 321,865	
04 MASONRY					
04 20 00 Unit Masonry					
CMU Foundation Walls - Building Shell	815	sf	\$ 46.00	\$ 37,490	
Brick Veneer	6,600	sf	\$ 50.00	\$ 330,000	
04 40 00 Stone Assemblies					
Stone Cladding		sf	\$ -	\$ -	
TOTAL - DIV 4				\$ 367,490	
05 METALS					
05 10 00 Structural Metal Framing					
Structural Steel Material	80	ton	\$ 4,200.00	\$ 336,000	
Structural Steel Decking and Joist Material	1	ls	\$ 15,000.00	\$ 15,000	1.5" B roof deck(22 ga) Galvanized G60 decking @ 14,564sf. 75 #8 Joists. Did not include metal decking where wood decking assumed(See division 06)
Fabrication	1	ls	\$ 54,627.00	inc.	
Erection	1	ls	\$ 83,062.00	inc.	
Detailing and Engineering	1	ls	\$ 25,642.00	inc.	
05 40 00 Cold Formed Metal Framing					
See Division 9 - Structural Studs included in wall systems costs					

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
05 50 00 Metal Fabrications					
<u>Miscellaneous Metals</u>					
Allowance for Miscellaneous Metals	1	allow	\$ 7,500.00	\$ 7,500	
Metal Roof Ladders	-	vlf	\$ -	\$ -	- None assumed other than ships ladder
Ships Ladder	1	vlf	\$ 5,720.00	\$ 5,720	
Overhead Support Steel - Operable Partitions	37	lf	\$ 100.00	\$ 3,700	
Overhead Support Steel - Projection Screens	-	lf	\$ -	\$ -	- Mount to wall
Overhead Support Steel - Projector Mounts	2	ea	\$ 1,000.00	\$ 2,000	
Pipe Railings Type 1	-	lf	\$ 175.00	\$ -	- Non assumed
Pipe Railings Type 2	10	lf	\$ 100.00	\$ 1,000	On two sides of roof hatch
Pipe Railings Type 3	-	ea	\$ 60.00	\$ -	- Non assumed
<u>Canopies</u>					
Canopy Framing	-	sf	\$ -	\$ -	- Canopy framing included in structural metal framing and division 06.
TOTAL - DIV 5				\$ 370,920	
06 WOOD, PLASTICS, AND COMPOSITES					
06 10 00 Rough Carpentry					
Rough Carpentry (In wall Strapping / Blocking)	12,000	sf	\$ 1.50	\$ 18,000	
Roof Blocking	1,760	lf	\$ 13.00	\$ 22,880	Includes blocking for gutters, perimeter 3 rows of 2"x8"
PT Exterior Blocking	1,625	lf	\$ 15.00	\$ 24,375	1 row of 2"x8" at window, curtain wall, and storefront locations
2x12 exterior exposed wood joints	400	sf	\$ 24.00	\$ 9,600	2x12 joints #1 or better S4S Douglas Fir
2x12 interior exposed wood joints	1,830	sf	\$ 24.00	\$ 43,920	2x12 joints #1 or better S4S Douglas Fir, included in rooms 108, 110, 111, 112, 114, 115, 116, and 118
Plywood decking at exterior entrance	400	sf	\$ 6.70	\$ 2,680	
Plywood @ Elec or Mech Rm Com Rm for mounting 4x8 sheet	2	ea	\$ 250.00	\$ 500	presumed 8' Height, two walls
06 40 00 Architectural Woodwork					
Wood Base - Paint Grade		lf	\$ -	\$ -	- 10/A003 assumed wood base at carpet areas, included in division 12
Wood Base - Clear Finish	1	lf	\$ -	\$ -	- 10/A003 assumed wood base at carpet areas, included in division 12
Wood Veneer Wall Paneling		lf	\$ -	\$ -	- Sanded AC wall paneling included in division 9
Casework, Cabinets, Countertops, Etc. - see Div 12					
TOTAL - DIV 6				\$ 121,955	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 THERMAL & MOISTURE PROTECTION					
07 10 00 Damp proofing & Waterproofing					
Damp proofing at Foundation Wall	1,760	sf	\$ 1.25	\$ 2,200	
Waterproofing - Fluid Applied Membrane		sf	\$ 5.00	\$ -	
Vertical Wall Drainage Board	1,760	sf	\$ 1.75	\$ 3,080	
07 20 00 Thermal Protection/Weather Barriers					
Below grade Sips	-	sf	\$ 14.00	\$ -	
Exterior Wall Rigid Insulation - Basement Wall	-	sf	\$ 2.00	\$ -	
Air/Vapor Barrier	6,600	sf	\$ 8.00	\$ 52,800	Assumed Henry Air-Bloc 31MR and Blueskin 5A - Includes lifts
Air Barrier Testing	-	sf	\$ -	\$ -	See general requirement for Skin consultant
07 40 00 Roofing and Siding Panels					
Standing Seam Metal Roofing	12,130	sf	\$ 43.50	\$ 527,655	Peterson(PacClad Standing Seam Roof)
Metal Wall Panel System - Exterior	3,232	sf	\$ 22.00	\$ 71,104	
Metal Panel Wall System Testing	-	ls	\$ -	\$ -	See general requirement for Skin consultant
Metal Panel Wall System Mock-up	-	ls	\$ 1,500.00	\$ -	None assumed
Building Envelope Performance Testing	-	allow	\$ -	\$ -	See general requirement for Skin consultant
Fiber Cement Panel	2,710	sf	\$ 12.00	\$ 32,520	12" James Hardie with furring
07 50 00 Membrane Roofing					
TPO Membrane	-	sf	\$ 33.75	\$ -	
07 60 00 Flashing and Sheet Metal					
Flashing/Penetrations	1	Allow	\$ 10,000.00	\$ 10,000	
07 70 00 Roof and Wall Specialties and Accessories					
Coping - typ. bent metal	440	lf	\$ 22.50	\$ 9,900	
Walkway Pads (Precast 2' x 2')	-	ea	\$ 80.00	\$ -	
Scuppers	-	ea	\$ -	\$ -	Included in gutter and downspout
Collection Boxes	-	ea	\$ -	\$ -	Included in gutter and downspout
Gutters	440	lf	\$ 26.00	\$ 11,440	
Downspouts	270	lf	\$ 32.00	\$ 8,640	18 locations assuming 15 height
Fall Arrest Anchorage Devices	-	ea	\$ -	\$ -	none assumed
Roof Hatches	1	ea	\$ 3,000.00	\$ 3,000	
Roof - Expansion Joints	-	lf	\$ 45.00	\$ -	None assumed
Roof Curbs - Mechanical Eqpt	-	lf	\$ 48.00	\$ -	None assumed
07 80 00 Fire and Smoke Protection					
<u>Penetration Fire Stopping</u>					
Fire Sealants	1	allow	\$ 5,000.00	\$ 5,000	Based on Building SF
<u>Spray Applied Fireproofing & Intumescent Paint</u>					
Spray Applied Fireproofing		sf	\$ -	\$ -	None assumed
Intumescent Fireproofing		sf	\$ -	\$ -	None assumed

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
07 90 00 Joint Protection					
Interior Architectural Caulking	12,000	sf	\$ 2.00	\$ 24,000	Based on Building SF
Exterior Caulking	6,600	sf	\$ 4.00	\$ 26,400	Based on SF of skin
Expansion Joints - Vertical Building Façade		lf	\$ -	-	None assumed
Expansion Joints - Interior Floors, Walls, Ceilings		lf	\$ -	-	None assumed
TOTAL - DIV 7				\$ 787,739	
08 OPENINGS					
08 10 00 Doors and Frames					
<u>Exterior Doors</u>					
Exterior HM/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,900.00	-	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0"	1	ea	\$ 1,900.00	\$ 1,900	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,430.00	-	Furnish Only
Exterior HM/HM - Double - 6' 0" x 7' 2"	1	ea	\$ 2,430.00	\$ 2,430	Furnish Only
Exterior HM/HM - Single - 4' 0" x 8' 0" - Non electrified	1	ea	\$ 550.00	\$ 550	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Non electrified	1	ea	\$ 700.00	\$ 700	Install Only
Exterior HM/HM - Single - 3' 0" x 7' 0" - Electrified		ea	\$ 500.00	-	Install Only
Exterior HM/HM - Double - 6' 0" x 7' 0" - Electrified	4	ea	\$ 800.00	\$ 3,200	Install Only
<u>Interior Doors</u>					
Interior HM/HM - Single - 3' 6" x 7' 0"		ea	\$ 1,000.00	-	Furnish Only
Interior HM/HM - Single - 3' 0" x 7' 2"	2	ea	\$ 1,000.00	\$ 2,000	Furnish Only
HM/HM - Double - 6' 0" x 7' 0"		ea	\$ 2,100.00	-	Furnish Only
Sliding Rite Slide Doors SCWD - Single - 3' 4" x 8' 0"	1	ea	\$ 2,500.00	\$ 2,500	Furnish Only
Sliding Rite Slide Doors SCWD - Double - 6' 0" x 8' 0"	2	ea	\$ 2,500.00	\$ 5,000	Furnish Only,
Interior SCWD/HM - Single - 3' 0" x 7' 0"		ea	\$ 1,220.00	-	Plastic laminate (std laminate) at LPDL doors + Prefinished Red Oak at SCWD doors Finish Hardware for above and cylinders only for alum doors - Furnish Only
Interior LPDL/HM - Single - 3' 0" x 7' 10"	14	ea	\$ 1,220.00	\$ 17,080	Furnish Only
Interior SCWD/HM - Single - 3' 4" x 7' 2"	1	ea	\$ 1,220.00	\$ 1,220	Furnish Only
Interior SCWD/HM - Single - 3' 6" x 7' 10" Vision Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Single - 3' 0" x 7' 0" Full Glass	1	ea	\$ 1,220.00	\$ 1,220	
Interior SCWD/HM - Double - 6' 0" x 7' 0"	1	ea	\$ 2,150.00	\$ 2,150	Furnish Only
Interior SCWD/HM - Double - 6' 0" x 7' 0" Vision Glass		ea	\$ -	-	
Interior SCWD/HM - Single - 4' 0" x 7' 10"	24	ea	\$ 550.00	\$ 13,200	Install only
Premium for Fire Rating (per leaf)	4	ea	\$ 50.00	\$ 200	
Premium for Card Readers		ea	\$ 560.00	-	Division 28
08 30 00 Specialty Doors and Frames					
Exterior Overhead Doors - 8' x 8'		ea	\$ -	-	none assumed
Access Panels	25	ea	\$ 150.00	\$ 3,750	
Vertical Fire and Smoke Curtain		sf	\$ -	-	none assumed
08 40 00 Entrances, Storefronts, and Curtainwalls					
<u>Exterior Storefront Curtainwall/Doors</u>					
<u>Interior Glass Doors</u>					
Interior Storefront Door - Single 3' 0" x 7' 0"		ea	\$ -	-	
Interior Storefront Door - Double 6' 0" x 7' 0"		pr	\$ -	-	
Interior Frameless Glass Door - Single 3' 0" x 8' 0"	2	ea	\$ 3,950.00	\$ 7,900	
Interior Frameless Glass Door - Single 3' 3" x 8' 0"	1	ea	\$ 3,950.00	\$ 3,950	
Interior Frameless Glass Door - Double 6' 0" x 8' 0"	1	pr	\$ 5,950.00	\$ 5,950	
Interior Frameless Glass Door - Single 4' 0" x 8' 0"	4	ea	\$ 3,950.00	\$ 15,800	
Premium for Full Glass Fire-Rated Doors		ea	\$ -	-	
Auto Operators Single - Interior - just operator	1	ea	\$ 2,800.00	\$ 2,800	
Auto Operators Double - Interior	1	ea	\$ 4,000.00	\$ 4,000	
Auto Operators Single - Exterior	3	ea	\$ 2,800.00	\$ 8,400	
Auto Operators Double - Exterior	1	ea	\$ 4,000.00	\$ 4,000	
Card Readers		ea	\$ -	-	See security

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<u>Exterior Curtainwall / Storefront Systems</u>					
Curtainwall - CW-1	250	sf	\$ 120.00	\$ 30,000	
Storefront - SF-1	500	sf	\$ 82.00	\$ 41,000	
<u>Interior Glass Walls</u>					
Interior Storefront - GW-1	55	sf	\$ 419.00	\$ 23,045	
08 50 00 Windows and Glass					
<u>Exterior Windows</u>					
Aluminum Windows	500	sf	\$ 110.00	\$ 55,000	none assumed
<u>Interior Glass and Glazing</u>					
Interior Glazing - Premium for Fire Rated Glass		sf	\$ -	\$ -	none assumed
Mirrors - Frameless	-	sf	\$ -	\$ -	none assumed
08 90 00 Louvers and Vents					
Louvers - Prefinished Aluminum to Match Metal Panels		sf	\$ -	\$ -	none assumed
TOTAL - DIV 8				\$ 260,165	
09 FINISHES					
09 20 00 Plaster and Gypsum Board					
<u>Structural Stud Wall Assemblies</u>					
CFMF Engineered shop drawings	1	ls	\$ 5,800.00	\$ 5,800	CFMF, insulated sheathing, inwall insulation, drywall and finishing - No AVB
Exterior Back-up Wall System at Metal Panel, Wood siding, and fiber cement siding	6,600	sf	\$ 28.50	\$ 188,100	CFMF, insulated sheathing, inwall insulation, drywall and finishing - No AVB
Exterior Back-up Wall System at Site Wall	-	sf	\$ 6.00	\$ -	None assumed
Exterior Soffit	170	sf	\$ 19.00	\$ 3,230	CFMF, insulated sheathing, inwall insulation - No AVB

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
<u>Interior GWB Wall Assemblies</u>					
2A - 3 5/8" stud, 5/8" GWB ea. side to underside of deck/structure	91	lf	\$ 121.33	\$ 11,041	
2A (FIRE) - 3 5/8" stud, 5/8" type "X" GWB to underside of deck/structure (fire rated) U.L. design U 305		lf	\$ -	-	None assumed
2B - 3 5/8" stud, 5/8" GWB ea. side to underside of deck/structure to 6"(min) above finished ceiling w/ bracing as reqd.		lf	\$ -	-	None assumed
2C - 6" stud, 5/8" GWB ea. side to underside of deck/structure	354	lf	\$ 130.45	\$ 46,179	
2C (FIRE) - 6" stud, 5/8" type "X" GWB to underside of deck/structure (fire rated) U.L. design U 305	54	lf	\$ 135.00	\$ 7,290	
2D - 6" stud, 5/8" GWB ea. side to underside of deck/structure to 6"(min) above finished ceiling w/ bracing as reqd.		lf	\$ -	-	None assumed
2K - 3 5/8" stud, 5/8" GWB. on one side of wall only up to underside of deck/structure	25	lf	\$ 86.57	\$ 2,164	
2L - 3 5/8" stud, 5/8" GWB. on one side of wall only up to 6" above fin. ceiling		lf	\$ -	-	None assumed
2M - 6" stud, 5/8" GWB. on one side of wall only up to underside of deck/structure	21	lf	\$ 95.68	\$ 2,009	
2N - 6" stud, 5/8" GWB. on one side of wall only up to 6" above fin. ceiling		lf	\$ -	-	None assumed
2P - 3 5/8" stud, 3/4" GWB sanded AC plywood ea. side to underside of deck/structure		lf	\$ -	-	None assumed
2Q - 6" stud, 3/4" GWB sanded AC plywood ea. side to underside of deck/structure		lf	\$ -	-	None assumed
2R - 3 5/8" stud, 3/4" GWB sanded AC plywood on one side of wall only to underside of deck/structure		lf	\$ -	-	None assumed
2S - 6" stud, 3/4" sanded AC plywood on one side to 8" above ceiling; 5/8" GWB on one side to underside of deck/structure	34	lf	\$ 192.61	\$ 6,549	
2T - 6" stud, 3/4" sanded AC plywood on one side to 8" above ceiling; 5/8" GWB ea. side to underside of deck/structure		lf	\$ -	-	None assumed
3A - 6" stud, 3/4" sanded AC plywood on one side to underside of structure; metal wall panel on one side to continue to 12'-0" AFF w/ 5/8" ea. side to underside of deck	77	lf	\$ 161.18	\$ 12,411	Does not include metal panel, j channel, or wood base.
4A - 6" stud, 5/8" sanded AC plywood on one side and horizontal engineered wood siding to 12'-0" AFF; 5/8" GWB on one side to underside of deck/structure	33	lf	\$ 137.94	\$ 4,552	
4B - 3 5/8" stud, tile backing panel on one side to underside of deck/structure	32	lf	\$ 155.06	\$ 4,962	
4C - 6" stud, tile backing panel on one side to underside of deck/structure	23	lf	\$ 133.43	\$ 3,069	
4D - 3 5/8" stud, 5/8" GWB on one side of wall w/ tile backing panel on one side to underside of deck/structure		lf	\$ -	-	None assumed
4E - 6" stud, 5/8" GWB on one side of wall w/ tile backing panel on one side to underside of deck/structure	133	lf	\$ 153.35	\$ 20,396	
4F - 3 5/8" stud, tile backing panel on both sides to underside of deck/structure	8	lf	\$ 204.09	\$ 1,633	
4G - 6" stud, tile backing panel on both sides to underside of deck/structure		lf	\$ -	-	None assumed
Premium for STC Rating		sf	\$ -	-	none assumed
Premium for Level 5 Finish		sf	\$ -	-	none assumed
Premium for Abuse Resistant		sf	\$ -	-	none assumed
Premium for Impact Resistant		sf	\$ -	-	none assumed
<u>Interior GWB Ceiling Assemblies</u>					
GWB Ceilings - Metal framing	250	sf	\$ 15.00	\$ 3,750	none assumed
GWB Ceilings - Moisture Resistant		sf	\$ -	-	none assumed
Acoustical Ceiling Panels - Moisture Resistant		sf	\$ -	-	none assumed
GWB Bulkheads	40	lf	\$ 60.00	\$ 2,400	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
09 30 00 Tiling (See finish matrix)					
<u>Tile/Stone Flooring</u>					
Porcelain Tile - Floor		sf	\$ 13.50	\$ -	- None assumed
Porcelain Tile - Base		lf	\$ 20.00	\$ -	- None assumed
Ceramic Tile - Floor	411	sf	\$ 9.25	\$ 3,802	
Ceramic Tile - Base		lf	\$ 7.75	\$ -	- None assumed
Quarry Tile Floor		sf	\$ -	\$ -	- None assumed
Quarry Tile Base		lf	\$ -	\$ -	- None assumed
Natural Stone Floor		sf	\$ -	\$ -	- None assumed
Natural Stone Base		lf	\$ -	\$ -	- None assumed
Schluter Strip Threshold	7	ea	\$ 25.00	\$ 175	
<u>Tile/Stone Wall Finish</u>					
Porcelain Tile - Wall		sf	\$ 13.50	\$ -	- None assumed
Ceramic Tile - Wall	2,250	sf	\$ 9.25	\$ 20,813	
<u>Misc. Tile Supplementary Components</u>					
Waterproofing Membrane - fleece polyethylene grid (under tile floors)		sf	\$ 3.00	\$ -	- included in CT sq ft cost
Anti-Fracture Membrane		sf	\$ 3.00	\$ -	- None assumed
Sealer for Natural Stone Tile		sf	\$ -	\$ -	- None assumed
Epoxy grout		sf	\$ 2.50	\$ -	- None assumed
09 50 00 Ceilings					
<u>Acoustical Panel Ceilings</u>					
ACT Ceilings	2,955	sf	\$ 5.00	\$ 14,775	
Wood Veneer Acoustic Panels	142	sf	\$ 12.00	\$ 1,704	
09 60 00 Flooring (See finish matrix)					
<u>Resilient Flooring, Base and Accessories</u>					
VCT- Vinyl Tile	-	sf	\$ 2.00	\$ -	- None assumed but unit cost based on Armstrong Standard Excelon VCT.
Resilient Sheet Flooring		sf	\$ -	\$ -	- None assumed
LVT	1,139	sf	\$ 5.00	\$ 5,695	Armstrong Natural Creations LVT plank and tile
Sealed Concrete	493	sf	\$ 2.00	\$ 986	
Rubber Base	2,509	lf	\$ 2.50	\$ 6,273	4" high Armstrong
<u>Carpet</u>					
Carpet Tile - moderate price	1,033	sy	\$ 40.00	\$ 41,333	Based on Mohawk New Basics
Carpet Tile - high end price	-	sy	\$ 50.00	\$ -	- None assumed. Based on J&J Kinetex
Walk Off Mat	101	sy	\$ 7.50	\$ 758	None assumed. Based on J&J Kinetex
Floor prep	600	sf	\$ 3.50	\$ 2,100	5% of 12,000 sf
Moisture Mitigation	10,540	sf	\$ 1.00	\$ 10,540	
09 70 00 Wall Finishes					
Natural Stone Veneer		sf	\$ -	\$ -	- See VE log
Vinyl Wall Coverings		sy	\$ -	\$ -	- See VE log
09 80 00 Acoustic Treatment					
Acoustic Wall Panels	285	lf	\$ 40.00	\$ 11,400	See Ceiling type 6
09 90 00 Painting and Coating					
<u>Exterior Façade Painting</u>					
Exterior Painting	1	ls	\$ 3,500.00	\$ 3,500	
<u>Interior Painting</u>					
Painted GWB Walls	27,225	sf	\$ 0.90	\$ 24,503	Spray work
Painted CMU Walls	-	sf	\$ -	\$ -	- None assumed
Painted GWB Ceilings	550	sf	\$ 0.50	\$ 275	Spray work
Painted Exposed MEP and bar joists in Ceilings	6,372	sf	\$ 0.40	\$ 2,549	Flat dryfall
Paint - GWB bulkhead	24	sf	\$ 0.65	\$ 16	
Paint Frames	18	ea	\$ 65.00	\$ 1,170	
Paint Doors	18	ea	\$ 55.00	\$ 990	
Paint Stairs / Stair Railings	1	fits	\$ 300.00	\$ 300	Ship ladder
Misc. Painted Finishes	1	allow	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 9				\$ 487,689	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
10 SPECIALTIES					
10 10 00 Information Specialties					
<u>Visual Display Units</u>					
Whiteboards - 4' x 3'	2	ea	\$ 195.00	\$ 390	Polyvision
Whiteboards - 4' x 6'	2	ea	\$ 235.00	\$ 470	Polyvision
Tack boards 4'x4'	-	ea	\$ 185.00	\$ -	Polyvision
<u>Display Cases</u>					
Glass Display Case, in wall / flush	1	ea	\$ 2,150.00	\$ 2,150	Assumed 7'1"x6' in rm 101
Glass Display Case, wall mounted	-	ea	\$ 1,750.00	\$ -	Assumed 6'x6' - None assumed
<u>Directories</u>					
Directory, wall mounted	-	ea	\$ -	\$ -	None Assumed
<u>Signage</u>					
Code Required Signs (ADA, Fire, Address, etc.)	4	allow	\$ 115.00	\$ 460	Life Safety
Exterior Signage on Building	2	ea	\$ 15,000.00	\$ 30,000	
Interior Signage, Room ID Plaque	25	ea	\$ 115.00	\$ 2,875	
Interior Signage, 12" Metal Pin Letters Cast Aluminum	10	ea	\$ 180.00	\$ 1,800	Assumed "library" and "circulation"
10 20 00 Interior Specialties					
<u>Operable Partition</u>					
Operable Panel Partition	225	sf	\$ 85.75	\$ 19,294	Assumed Hufcor Model 642 standard colors
<u>Wall and Door Protection</u>					
Corner Guards - Resilient, Plastic Type	24	ea	\$ 90.00	\$ 2,160	Include corner guards in book sorting
Fiberglass Reinforced Panels	-	sf	\$ -	\$ -	None assumed
<u>Toilet, Bath, and Laundry Accessories</u>					
18" Grab Bar	7	ea	\$ 75.00	\$ 525	Bobrick
24" Grab Bar	7	ea	\$ 79.00	\$ 553	Bobrick
36" Grab Bar	7	ea	\$ 86.00	\$ 602	Bobrick
Changing Table	2	ea	\$ 350.00	\$ 700	Koala Kare
Single Coat Hook	11	ea	\$ 75.00	\$ 825	Bobrick
Paper Towel Dispenser	6	ea	\$ 250.00	\$ 1,500	Bobrick electrified unit
Paper Towel Dispenser with trash receptical	7	ea	\$ 450.00	\$ 3,150	Bobrick - Combo unit - Electrified per meeting on 7/21/21
Sanitary Napkin Disposal	7	ea	\$ 85.00	\$ 595	Bobrick
Soap Dispenser	13	ea	\$ 95.00	\$ 1,235	Bobrick
Toilet Seat Cover Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Toilet Tissue Dispenser	7	ea	\$ 65.00	\$ 455	Bobrick
Bathroom Mirrors - Framed	7	ea	\$ 225.00	\$ 1,575	Bobrick
Janitor's Closet Accessories - Mop rack	1	ea	\$ 300.00	\$ 300	per janitor's closet
10 40 00 Safety Specialties					
<u>Fire Extinguishers and Cabinets</u>					
Fire Extinguishers and cabinets (non rated)	5	ea	\$ 315.00	\$ 1,575	
10 50 00 Storage Specialties					
<u>Lockers</u>					
Exterior Lockers - Metal	-	ea	\$ -	\$ -	None assumed
					None assumed
<u>Janitor Closet Wire Shelving</u>					
Shelving, High Volume, Vertical or Horizontal	1	ea	\$ 285.00	\$ 285	Assumed in janitors closet
		sf	\$ -	\$ -	See Division 12
10 70 00 Exterior Specialties					
Flagpole	1	ea	\$ 8,500.00	\$ 8,500	
TOTAL - DIV 10				\$ 82,429	
11 EQUIPMENT					
11 30 00 Residential Equipment					
Refrigerator	1	ea	\$ 2,000.00	\$ 2,000	Furnish and install
Microwave - Counter top	1	ea	\$ 150.00	\$ 150	Furnish and install
Dishwasher	1	ea	\$ 1,400.00	\$ 1,400	Furnish and install
Vending Machines	-	ea	\$ -	\$ -	Assumed provided by library's existing vender/lease so none included

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
11 50 00 Educational and Scientific Equipment					
TV Monitors - 55" TV	4	ea	\$ 800.00	\$ 3,200	In rooms 106, 108, 114, 115, 118, and 124
Electrically Operated Projection Screen and Controls	1	ea	\$ 5,000.00	\$ 5,000	
AV Eqpt - Projectors	1	ea	\$ 2,000.00	\$ 2,000	
TOTAL - DIV 11				\$ 13,750	
12 FURNISHINGS					
12 20 00 Window Treatments					
Window Treatment - Manual shades	336	sf	\$ 14.00	\$ 4,704	Chain driven with valence, below the ceiling.
Window Treatment - Motorized Shades	500	sf	\$ 40.00	\$ 20,000	Power and control wiring by others, intelligent motor middle of the road.
12 30 00 Casework					
Elevation 1/701 Rm 105 Kitchen - Plan West	1	ls	\$ 5,919.36	\$ 5,919	
Elevation 2/A701 Rm 118 Children's Program - North	1	ls	\$ 10,552.27	\$ 10,552	
Elevation 3/A701 Rm 119 Children's Librarian	1	ls	\$ 3,581.07	\$ 3,581	
Elevation 4/A701 Rm 120 Office Plan West	1	ls	\$ 5,046.15	\$ 5,046	
Elevation 5/A701 Rm 122 Office	1	ls	\$ 5,046.15	\$ 5,046	
Elevation 5/A701 Rm 123 Director Office	1	ls	\$ 5,046.15	\$ 5,046	
Elevation 6/A701 Rm 143 Office Plan East	1	ls	\$ 4,840.39	\$ 4,840	
Elevation 7/A701 Rm 138 Receiving East	1	ls	\$ 6,422.08	\$ 6,422	
Elevation 8/A701 Rm 137 Work Room North (Dry Top - Left side)	1	ls	\$ 10,795.39	\$ 10,795	
Elevation 8/A701 Rm 137 Work Room North (wet Top - Right side)	1	ls	\$ 7,995.78	\$ 7,996	
Elevation 9/A701 Rm 137 Work Room East	1	ls	\$ 2,640.18	\$ 2,640	
Elevation 10/A701 Rm 108 Medium Conference Room	1	ls	\$ 6,734.61	\$ 6,735	
Elevation 11/A701 Rm 137 - Work Room	1	ls	\$ 10,293.76	\$ 10,294	
Elevation Rm 137 Work Room Center Island	-	ls	\$ 14,281.42	\$ -	
Elevation Rm 12/A701 Rm 115 Teen Lounge South	1	ls	\$ 10,300.19	\$ 10,300	
Elevation Rm 123/A701 Rm 115 Teen Lounge South	1	ls	\$ 7,276.19	\$ 7,276	
Elevation 14/A-701 Rm 124 Circulation Desk	1	ls	\$ 18,847.52	\$ 18,848	
116 Connector Plywood Tree	1	ls	\$ 9,897.52	\$ 9,898	
RM 114 Reading Room Shelving	1	ls	\$ 14,130.71	\$ 14,131	
RM 101 Wood Gate	1	ls	\$ 6,800.00	\$ 6,800	11'4" x 8' wood gate at gallery 101
Large Conference Room Podium	-	ls	\$ 3,700.00	\$ -	Removed per meeting on 6/23/21 with BMG and WT
Remove solid surface trim around casework	1	ls	\$ (9,500.00)	\$ (9,500)	7/28/21 Per board meeting on 7/28/21 the best value item was accepted to remove solid surface trim around the casework.
TOTAL - DIV 12				\$ 167,369	
13 SPECIAL CONSTRUCTION					
13 10 00 Special Facility Components					
Fountains		ea	\$ -	\$ -	None assumed
TOTAL - DIV 13				\$ -	
14 CONVEYING SYSTEMS					
14 20 00 Elevators					
Elevators - Passenger		stops	\$ -	\$ -	None assumed
Elevators - Service		stops	\$ -	\$ -	None assumed
Cab Finishes - Passenger - Stainless Steel - Allowance		allow	\$ -	\$ -	None assumed
Cab Finishes - Service - Stainless Steel - Allowance		allow	\$ -	\$ -	None assumed
TOTAL - DIV 14				\$ -	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
21 FIRE SUPPRESSION					
21 10 00 Water Based Fire Suppression Systems					
Sprinklers	12,000	sf	\$ 6.00	\$ 72,000	Seismic not assumed
Fire Pumps	-	ea	\$ -	-	Not assumed, if needed add \$35,000
TOTAL - DIV 21				\$ 72,000	
22 PLUMBING					
22 00 00 Plumbing Insulation					
Plumbing Insulation	1	sf	\$ -	-	Included with plumbing and piping number
22 10 00 Plumbing Piping					
Storm Piping	1	sf	\$ -	-	Included with plumbing and piping number
Sanitary Piping	1	sf	\$ 56,805.00	\$ 56,805	Included with plumbing number, VRF system is Mitsubishi
Gas Piping		sf	\$ -	-	None assumed
Selective Demo to safe off demo of exiting library addition	1	sf	\$ 1,500.00	\$ 1,500	
22 30 00 Plumbing Equipment					
Plumbing Equipment	1	ea	\$ -	-	Included with plumbing and piping number
22 40 00 Plumbing Fixtures					
Plumbing Fixtures, WH, Drains, Permit, ETC	1	ls	\$ 34,255.00	\$ 34,255	7/21/21 Removed two sinks in 102.
TOTAL - DIV 22				\$ 92,560	
23 HVAC					
23 10 00 Facility Fuel Systems					
Natural Gas Piping	-	lf	\$ -	-	None assumed
23 00 00 HVAC					
Rough Material for piping, ductwork, and plumbing	1	ls	\$ 71,500.00	\$ 71,500	
23 30 00 HVAC					
Heating & A/C Equipment	12,000	ls	\$ 65.00	\$ 780,000	
Air Outlets and Inlets	-	sf	\$ -	-	
Testing and balancing	-	sf	\$ -	-	
23 40 00 HVAC Air Cleaning Devices					
Air Filtration System	-	gsf	\$ -	-	None assumed
TOTAL - DIV 23				\$ 851,500	
25 INTEGRATED AUTOMATION					
25 50 00 Integrated Automation Facility Controls					
Automated Building Controls	12,000	sf	\$ 3.50	\$ 42,000	Assumed packaged control system
TOTAL - DIV 25				\$ 42,000	
26 ELECTRICAL					
26 10 00 Medium Voltage Electrical Distribution					
Site power tie in	1	ea	\$ 10,000.00	\$ 10,000	
Site power	1	ls	\$ 75,000.00	\$ 75,000	
Selective demo to safe off demo of exiting library addition	1	ls	\$ 5,000.00	\$ 5,000	
Electrical Labor	5,040	hrs	\$ 60.00	\$ 302,400	
Temporary Power & Lighting	1	ls	\$ 5,000.00	\$ 5,000	
Electrical permits and inspections	1	ls	\$ 5,000.00	\$ 5,000	
Independent testing & studies	1	ls	\$ 10,000.00	\$ 10,000	
Mobilization and equipment	1	ls	\$ 10,000.00	\$ 10,000	

BUILDING

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
26 20 00 Low Voltage Electrical Distribution					
Lighting Controls	12,000	sf	\$ 1.71	\$ 20,520	
Branch Power	12,000	sf	\$ 4.23	\$ 50,760	
Switchgear & Panels	12,000	sf	\$ 2.00	\$ 24,000	
Feeders	-	sf	\$ -	\$ -	
Mechanical Connections	12,000	sf	\$ 3.49	\$ 41,880	
Raceways for other trades	90	ea	\$ 100.00	\$ 9,000	
Power for paper towel dispensers and faucets	14	ea	\$ 275.00	\$ 3,850	
26 30 00 Facility Power Generating and Storing Equipment					
Emergency Generators	-	sf	\$ -	\$ -	none assumed
Battery Equipment	-	sf	\$ -	\$ -	none assumed
Power Filtering and Conditioning	-	sf	\$ -	\$ -	none assumed
Transfer Switches	-	sf	\$ -	\$ -	none assumed
26 40 00 Electrical Protection					
Grounding	12,000	sf	\$ 0.72	\$ 8,640	
Lightning Protection	12,000	sf	\$ 1.10	\$ 13,200	
26 50 00 Lighting					
Lighting	12,000	sf	\$ 7.25	\$ 87,000	for fixtures
Site Lighting	4	ea	\$ 6,300.00	\$ 25,200	
Monument LED Sign and power	-	ea	\$ -	\$ -	See Site
26 90 00 Photovoltaic					
Roof mounted solar arrays	-	W	\$ 2.00	\$ -	none assumed
TOTAL - DIV 26				\$ 706,450	
27 COMMUNICATIONS					
27 10 00 Structured Cabling					
Structured Cabling	-	sf	\$ -	\$ -	
27 20 00 Data Communications					
Data Cabling and wall and floor boxes	1	ls	\$ 40,000.00	\$ 40,000	
Wireless Access Points(WAPS)	1	ls	\$ 9,120.00	\$ 9,120	
27 40 00 Audio-Video Communications					
Audio-Video Communications	-	sf	\$ -	\$ -	Included \$10,000 with the FF&E, Artwork, and AV line item.
27 60 00 Computer Equipment					
Computers and accessories	-	sf	\$ -	\$ -	By ESRL, none assumed.
TVs	-	sf	\$ -	\$ -	See division 11
Cabling - HDMI	-	sf	\$ -	\$ -	By ESRL, none assumed.
Mobile TV station	-	ls	\$ -	\$ -	Included in AV
Printers	-	sf	\$ -	\$ -	By ESRL, none assumed.
TOTAL - DIV 27				\$ 49,120	
28 ELECTRONIC SAFETY & SECURITY					
28 10 00 Access Control					
Access Control - Single Door	7	ea	\$ 3,000.00	\$ 21,000	Included card readers, per door schedule. Per 6/24/21 meeting add a card reader to room 111/1 so all reading rooms have a card reader
Access Control - Double Door	1	ea	\$ 5,000.00	\$ 5,000	Included card readers, door 100/1
Access Control - Intercom	1	ea	\$ 1,200.00	\$ 1,200	Included card readers, door 139/2
28 20 00 Video Surveillance					
Video Surveillance - CCTV cabling	1	ls	\$ 3,450.00	\$ 3,450	Assumed 15 camera locations to wire to
CCTV Equipment - Outdoor Camera	5	ea	\$ 1,800.00	\$ 9,000	Assumed 5 camera locations
CCTV Equipment - Indoor Camera	15	ea	\$ 1,500.00	\$ 22,500	Assumed 10 camera locations
28 40 00 Life Safety					
Fire Detection and Alarm	14,000	sf	\$ 0.55	\$ 7,700	
TOTAL - DIV 28				\$ 69,850	
TOTAL BUILDING				\$ 5,164,011	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01 50 00 Temporary Facilities and Controls					
Perimeter Fencing & Barricades - Chain link	1,500	lf	\$ 4.00	\$ 6,000	Temp Chain link Fence
Perimeter Fencing & Barricades - Gates	3	sets	\$ 5,000	\$ 15,000	Temp Chain link Fence Type
01 70 00 Execution and Closeout Requirements					
Final Cleaning	1	allow	\$ 1,000	\$ 1,000	Site Cleaning/Road Wash down
TOTAL - DIV 1				\$ 22,000	
02 EXISTING CONDITIONS					
02 40 00 Demolition and Structure Moving					
<u>Site Demolition</u> Existing Sitework Demolition	47,000	sf	\$ 0.50	\$ 23,500	
<u>Site Utility Demolition</u> Demo Geothermal	-	ea	\$ -	\$ -	
<u>Building Demolition</u> Building Demolition		cf	\$ -	\$ -	By Pocomoke City - Grant Funded
<u>Site Remediation</u> Hazardous Materials Remediation	-	allow	\$ -	\$ -	None included.
TOTAL - DIV 2				\$ 23,500	
10 SPECIALTIES					
10 10 00 Information Specialties					
Site Signage	1	ea	\$ -	\$ -	Included with building
10 70 00 Exterior Specialties					
Ground Set Flag Poles	1	ea	\$ -	\$ -	See Division 10 70 00
Exterior Garden Shed	1	allow	\$ 10,000.00	\$ 10,000	
TOTAL - DIV 10				\$ 10,000	
26 ELECTRICAL					
26 50 00 Lighting					
Site Lighting	1	sf	\$ -	\$ -	Included with building
Site Lighting - Parking Lot	1	sf	\$ -	\$ -	Included with building
Entrance Sign power	1	ls	\$ 5,500.00	\$ 5,500	
TOTAL - DIV 26				\$ 5,500	
31 EARTHWORK					
31 10 00 Site Clearing					
Clear and Grub	1	acres	\$ 1,100.00	\$ 1,187	
Remove Large Tree	0	ea	\$ 500.00	\$ -	
31 20 00 Earth Moving					
<u>Excavation - Mass Site Operation</u> Bulk Earthwork	1	ls	\$ 66,394.00	\$ 66,394	
Fine Grade Site	1	acres	\$ 1,500.00	\$ 1,618	
Unforeseen Conditions or Hazardous Materials Allowance		cy	\$ -	\$ -	None included.
Utility Locating - Test pits / Potholing	1	allow	\$ 10,000.00	\$ 10,000	
<u>Dewatering</u> Dewatering (Rainwater Only)		allow	\$ -	\$ -	None included.
<u>Sediment and Erosion Control</u> Silt Fence	-	ls	\$ -	\$ -	
Construction Entrance - Fabric and Stone	1	ea	\$ 10,000.00	\$ 10,000	
Dust Control/Street Cleaning	12	mths	\$ 1,000.00	\$ 12,000	
Temporary Seeding	5,222	sy	\$ 3.00	\$ 15,667	
SEC Maintenance	12	mths	\$ 1,000.00	\$ 12,000	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
31 30 00 Earthwork Methods					
Termite Control Soil Treatment	12,000	sf	\$ 0.50	\$ 6,000	Bldg. Footprint one application only
TOTAL - DIV 31				\$ 134,866	
32 EXTERIOR IMPROVEMENTS					
31 10 00 Bases, Ballasts, and Paving					
<u>Asphalt Paving</u>					
Asphalt Pavement - Light Duty (Parking Lots)	1	ls	\$ 61,882.00	\$ 61,882	
<u>Concrete Paving</u>					
Concrete curb, gutter, and sidewalk	1	ls	\$ 54,091.00	\$ 54,091	Includes broom finish sidewalks
Stamped concrete sidewalks	2,300	sf	\$ 15.75	\$ 36,225	
<u>Paving Specialties</u>					
Parking Bumpers	17	ea	\$ 75.00	\$ 1,275	
Pavement Markings & Signage	-	sy	\$ 0.50	\$ -	Included in asphalt paving
Bollards	-	ea	\$ -	\$ -	None included.
32 30 00 Site Improvements					
<u>Chain Link Fences and Gates - Permanent</u>					
Steel and picket site fence west	57	lf	\$ 170.00	\$ 9,690	
Steel and picket fence gates	3	ea	\$ 1,500.00	\$ 4,500	
Cedar Site Fence	425	lf	\$ 112.69	\$ 47,848	
<u>Site Concrete</u>					
Transformer Pad		allow	\$ -	\$ -	
<u>Site Retaining / Screen Walls</u>					
Site Walls - Concrete	1	ls	\$ 82,000.00	\$ 82,000	
Site Wall - Children's Area Projection Wall Steel Support	1	ls	\$ 5,000.00	\$ 5,000	
Site Wall - Children's Area Projection Wall Parklex	384	sf	\$ 53.00	\$ 20,352	
Exterior Benches and Monument Sign	1	ls	\$ 18,507.00	\$ 18,507	
Concrete Base for Lockers	2	ea	\$ 300.00	\$ 600	
Raised Planters / Concrete Retaining Wall	1	ea	\$ 17,500.00	\$ 17,500	
<u>Site Furnishings</u>					
Bicycle Racks	4	ea	\$ 1,500.00	\$ 6,000	
Benches	-	ea	\$ -	\$ -	Included with concrete
Trash Receptacles	1	allow	\$ 500.00	\$ 500	
Table and Chairs		allow	\$ -	\$ -	See Division 14
32 80 00 Irrigation					
<u>Landscape Irrigation</u>					
Sprinkler Irrigation including power feed	1	sf	\$ -	\$ -	None assumed
32 90 00 Planting					
<u>Turf and Grasses</u>					
Seed Disturbed Areas		sy	\$ -	\$ -	Included with Earth work
<u>Plants</u>					
Landscaping	1	allow	\$ 50,000.00	\$ 50,000	
TOTAL - DIV 32				\$ 415,970	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
33 UTILITIES					
33 10 00 Water Utilities					
Domestic Water					
Water Utilities	1	ls	\$ 23,327.00	\$ 23,327	
33 30 00 Sanitary Sewerage					
Sanitary Sewerage, piping, and manholes	1	ls	\$ 19,205.00	\$ 19,205	
33 40 00 Stormwater Utilities					
Storm utility / infiltrations system	1	allow	\$ 90,000.00	\$ 90,000	
33 70 00 Electrical Utilities					
Electric - Power Tie Into Main Utilities	1	ea	\$	-	Included with building
33 80 00 Communications Utilities					
Communication - Telecomm Tie in to Main Utilities	1	ea	\$	-	Included with building
TOTAL - DIV 33				\$ 132,532	
TOTAL SITE DEVELOPMENT				\$ 741,368	

OWNER COSTS

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
X OWNER'S COSTS					
OWNER'S COSTS					
Architectural / Engineering Fees	8%	ls	\$ 400,500.00	\$ 472,673	
Owner Contingency	0.00	ls	\$ 250,000.00	\$ -	
FF&E Design	1.00	ls	\$ 25,000.00	\$ 25,000	
Testing & Inspection Costs	1.00	ls	\$ 50,000.00	\$ 50,000	
Campaign Costs	0.00	ls	\$ -	\$ -	
Sustainability	0.00	ls	\$ -	\$ -	
Subtotal - OWNER'S COSTS				\$ 547,673	
TOTAL - X OWNER'S COSTS				\$ 547,673	
TOTAL OWNER COSTS				\$ 547,673	

CIP Project Name: Snow Hill Library Building Improvements

Project Director (Name & Title): Jennifer Ranck, Library Director

Phone Number: 410-632-2600

Project Summary and Purpose: Snow Hill Library Building Improvements, improve HVAC and lighting

Project Location: Snow Hill Library, 307 N. Washington Street, Snow Hill, Maryland 21863

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

The Library could apply for capital grant funds through the Maryland State Library Agency, but is already requesting funds for the Pocomoke replacement project.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No impact to personnel; operating costs should decrease with more efficient equipment; maintenance cost may increase depending on the building systems selected and if outside vendors need to support.

What is the useful life of the asset/project? 20 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	70,000							70,000
Land Acquisition								0
Site Work								0
Construction	770,000							770,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	840,000	0	0	0	0	0	0	840,000

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	840,000							840,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	840,000	0	0	0	0	0	0	840,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Snow Hill Library Building Improvements

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Worcester County Library completed a Facilities Master Plan in 2022. Building improvements to the Snow Hill Branch Library were identified as the second priority after the Pocomoke Branch Library replacement project. The Snow Hill branch was built in 1974 and is in good shape architecturally but the building's mechanical systems are in need of replacement. Some of the lighting has been upgraded, but improvements are needed in the staff areas and meeting room. The building's plumbing, including domestic water heater and restroom fixtures, need to be upgraded as well. The Facility Plan recommends, "A major renovation of all interior finishes, fixtures, furniture, equipment, lighting, service desks, etc. is needed in both the public and staff areas. This includes shelving, both metal shelving and end panels, and the addition of mobile display units to highlight topical, new, or popular items." The library understands that a major renovation may not be possible.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The residents and visitors to Snow Hill and the surrounding areas will benefit from this project. The Snow Hill branch houses the library's Worcester Room which contains the local history collection and includes some unique and one-of-a-kind items. Replacing the HVAC will help maintain proper will help preserve those items. Improvements made to the lighting and plumbing will reduce the library's overall energy use.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary estimates were calculated in 2012 by Entech Engineers. Figures have been adjusted, using the Berlin library project as a recent comparison. Engineering/Design fees (\$70,000); HVAC replacement (including air handling units, circulating pumps, and controls (\$400,000); plumbing and lighting improvements (\$370,000). Increased the overall estimate by approximately 16% from the FY 22 CIP to account for escalation. In September 2021, the HVAC unit for the Worcester Room for our local history collection was replaced at a cost of approximately \$21,000 (using funds from the library's periodical savings due to Covid).

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first submitted in FY 2019, and has been requested for approval in the FY 2024 budget. The library did not apply for a state capital grant due to the priority of the Pocomoke library project.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is necessary but not time critical; although the age of the building equipment is concerning. Building improvements should lower ongoing operating costs.

ITEM 15

Project: Snow Hill Library Building Improvements

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	0	0	0	0	0	0
PROJECTED OPERATING IMPACTS	0	0	0	0	0	0

Project: Snow Hill Library Building Improvements

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

No impact to personnel expenses.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

Replacement of HVAC and the plumbing and lighting upgrades should result in utility cost reduction.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Maintenance cost may increase depending on the building systems selected and if outside vendors need to support.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

No impact anticipated.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

HVAC may require computer and network capability for monitoring / energy analysis purposes.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

No furnishing or capital outlay in the project.

CIP Project Name: Broadband Infrastructure

Project Director (Name & Title): Brian Jones, Director of IT

Phone Number: 410-632-9301

Project Summary and Purpose: To support the expansion of broadband infrastructure county-wide.

Project Location: Worcester County unserved areas.

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: There could possibly be more grant funds available in the future. We continue to monitor grant availability. Most grants do require a match based on a percentage.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Not at this point

What is the useful life of the asset/project? Fiber has a 20-45 year shelf life depending on it being buried in innerduct or aerial. Once the fiber is installed and the computer hardware is purchased it will become the service providers (ISP) responsibility to replace and upgrade as needed.

Will this project generate revenue? The availability of broadband will increase property values and add equity to home owners as well as provide Economic Development to areas that don't already have adequate services.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000			5,000,000
Equipment/Furnishings								0
Other - Please Specify								0

TOTAL	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	5,000,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000			5,000,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0

TOTAL	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	5,000,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Broadband Infrastructure

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

We have a feasibility study that determines the scope of the project. The scope was conducted by residential testing for broadband speeds available in respective neighborhoods. Data was collected and sent to CTC Consulting for their review and reporting.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This would allow all residents in unserved areas of the county to have broadband access. This will also help drive down the costs for those in the county already served. Having broadband in rural areas will increase property value and add equity home as well as add value to Economic Development. Delaying this progress will mean rising costs for hardware, fiber and labor as we have seen since other rural broadband projects started.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

We used the consultant of CTC to complete a feasibility study for Worcester County. The study was done a couple of years ago, prior to the pandemic. It was estimated to cost 52 to 54 million dollars for the entire project. As of 2/10/2022 the estimated costs jumped to 74 million dollars to complete. The cost per mile is estimated between \$36 to \$87 thousand per mile. This is dependent on road condition, population of the area and aerial verses in-ground cabling. The CTC original study can be found on the county internet site.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Timing is always a huge factor in this project as the costs and availability for fiber is constantly changing. The costs to produce and manufacture is on the rise while availability is shrinking. No special timing concerns other than overall costs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Since the wide spread of the pandemic, the ability to telework or virtual school from home and telehealth/telemedicine has had a huge impact for citizens without broadband capabilities. We want to expand broadband countywide. This is a growing concern of many residents that need the ability to work from home. The pandemic has changed the way residents work and or educate.

CIP Project Name: Worcester County Jail Improvements Phase 2

Project Director (Name & Title): Fulton Holland, Warden: William Bradshaw, County Engineer
Phone Number: 410,632,1300:410-632-1200

Project Summary and Purpose: This project includes replacement of heating and ventilating equipment and ductwork, controls, fire alarms and electrical for the 1980's original housing units and 1988 work release addition housing unit. Also included is HVAC equipment for corridors and office areas in the 1980 and 1988 building areas and multipurpose rooms. This project includes roof replacement/repair for the original building. Maintenance and replacement of exterior steel coatings, kitchen doors, lighting in renovated areas, building controls and shower enclosures in the 1980/1988 areas are also included. This project improves the 40 year old building sections heating, ventilating, and air conditioning equipment to current standards and will mitigate future outages and disruptions due to leaks and equipment failure.

Project Location:
 Worcester County Jail, 5022 Joyner Road Snow Hill, MD

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?

No grants provided. This project is currently in process and funded by general fund and general bonds same as prior forecast estimate.

Is there a Federal or State mandate related to this project? If so, please elaborate:
 No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
 The project does not increase personnel. The project does provide for energy costs savings as a result of more efficient equipment and LED lighting installation estimated at \$40,000 per year.

What is the useful life of the asset/project? 20 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	40,000					542,000		582,000
Land Acquisition								0
Site Work								0
Construction	4,565,580	175,000				6,593,090		11,333,670
Equipment/Furnishings								0
Other - (Commissioning and Contingency)	84,749					15,000		99,749

TOTAL	4,690,329	175,000	0	0	0	7,150,090	0	12,015,419
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds						542,822		542,822
Private Donation								0
Enterprise Bonds								0
General Bonds	4,690,329	175,000				6,607,268		11,472,597
Other - Please Specify								0

TOTAL	4,690,329	175,000	0	0	0	7,150,090	0	12,015,419
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PROJECTED OPERATING IMPACTS	0	(39,500)	(39,500)	(39,500)	(39,500)			(158,000)
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CIP Project Name: Worcester County Jail Improvements Phase 2

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The project scope was determined by the HVAC and supporting Electrical Engineering Study/Feasibility Analysis completed by Gipe Associates. Equipment failures during the winter 2016-2017 escalated the need for replacement of critical equipment based on operational priority and completed as phase 1 previously. The remaining improvements are generally designed to replace 40 year old equipment, improve building conditions including ventilation and space conditioning in select areas. Phase 2 also includes roof repairs and replacement of the original facility, painting of outdoor steel security enclosures, and select replacement of interior doors and shower areas.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The County improves reliability by replacing 40 year old systems with a newer, more efficient system components. The occupants benefit by improving building ventilation and conditioning.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Base estimate is per Gipe Engineering - attached. Construction is awarded to Bancroft Construction and cash flows represent the current project schedule (as of August 2022).

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This request includes an increase of \$59,749 resulting from the bidding and award of the construction contract to Bancroft in February 2022.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is currently in construction phase.

ITEM 15

Project: Jail Improvements Phase 2

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
EXPENDITURES						0
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
REVENUES						0
Project Revenue TOTAL	0	0	0	0	0	0
PROJECTED OPERATING IMPACTS	0	(39,500)	(39,500)	(39,500)	(39,500)	(158,000)

Project: Jail Improvements Phase 2

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

No additional employees.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

Estimated to reduce utility costs \$40,000 per year beginning FY 25.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

Based on the value of the improvements the facility insurance costs will increase. Estimate increase \$500 per year.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below. None needed.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time? No



Gipe Associates, Inc.
CONSULTING ENGINEERS

Mechanical | Electrical | Plumbing

8719 BROOKS DRIVE
EASTON, MARYLAND
PHONE: 410-822-8688
FAX: 410-822-6306

CONSTRUCTION COST ESTIMATE

PROJECT: Worcester County Detention Center
GAI PROJECT NO: 20059
DATE: 03/05/21
PREPARED BY: GAW

GENERAL PROJECT INFORMATION

PROJECT SQUARE FOOTAGE: 57,524
FACILITY TYPE: Detention Center
OF FLOORS: 1
ARCHITECT: Gipe Associates, Inc
BASIS FOR ESTIMATE: CODE-B (DESIGN DEVELOPMENT)
SUMMARY: DESIGN DEVELOPMENT ESTIMATE

Design Development Total Estimate	QUANTITY		MATERIAL		LABOR		TOTAL COST
	NO. OF UNITS	UNIT OF MEASURE	PER UNIT	TOTAL	PER UNIT	TOTAL	
BASE BID COST ESTIMATE							
DIVISION 01-DIVISION09	1.0	LS	\$ -	\$ -	\$ 2,546,000.00	\$ 2,546,000.00	\$ 2,546,000.00
DIVISION 21-23	1.0	LS	\$ -	\$ -	\$ 4,465,220.00	\$ 4,465,220.00	\$ 4,465,220.00
DIVISION 26-28	1.0	LS	\$ -	\$ -	\$ 453,670.00	\$ 453,670.00	\$ 453,670.00
COMMISSIONING	1.0	LS	\$ -	\$ -	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
CONTINGENCY ALLOWANCE	1.0	LS	\$ -	\$ -	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
ALTERNATE #1 - 2 YEAR WARRANTY	1.0	LS	\$ -	\$ -	\$ -	\$ -	\$ -
ALTERNATE #2 - ATC SYSTEM CONTRACTOR	1.0	LS	\$ -	\$ -	\$ -	\$ -	\$ -
ALTERNATE #3 - PVC PIPE JACKET	1.0	LS	\$ -	\$ -	\$ -	\$ -	\$ -
ALTERNATE #4 - HIGH EFFICENCY UNITS	1.0	EA	\$ -	\$ -	\$ -	\$ -	\$ -
ALTERNATE #5 - LAUNDRY MAKE-UP	1.0	LS	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
ALTERNATE #6 - EXERCISE ENCLOSURES (9 ENCLOSURES)	1.0	LS	\$ -	\$ -	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00
ALTERNATE #7 - ATC SYSTEM INTEGRATION	1.0	LS	\$ -	\$ -	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
ALTERNATE #8 - STAINLESS STEEL SHOWER ENCLOSURE	1.0	LS	\$ -	\$ -	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00
ALTERNATE #9 - ROOF REPLACEMENT	1.0	LS	\$ -	\$ -	\$ 538,000.00	\$ 538,000.00	\$ 538,000.00
ALTERNATE #10 - LED LIGHTING	1.0	LS	\$ -	\$ -	\$ 247,500.00	\$ 247,500.00	\$ 247,500.00

COST ESTIMATE SUMMARY			
DESCRIPTION	MATERIAL	LABOR	TOTAL
BASE BID TOTAL COST	\$ -	\$ 7,586,890.00	\$ 7,586,890.00
ALTERNATE #1 TOTAL COST	\$ -	\$ -	\$ -
ALTERNATE #2 TOTAL COST	\$ -	\$ -	\$ -
ALTERNATE #3 TOTAL COST	\$ -	\$ -	\$ -
ALTERNATE #4 TOTAL COST	\$ -	\$ -	\$ -
ALTERNATE #5 TOTAL COST	\$ -	\$ 30,000.00	\$ 30,000.00
ALTERNATE #6 TOTAL COST	\$ -	\$ 72,000.00	\$ 72,000.00
ALTERNATE #7 TOTAL COST	\$ -	\$ 33,000.00	\$ 33,000.00
ALTERNATE #8 TOTAL COST	\$ -	\$ 95,000.00	\$ 95,000.00
ALTERNATE #9 TOTAL COST	\$ -	\$ 538,000.00	\$ 538,000.00
ALTERNATE #10 TOTAL COST	\$ -	\$ 247,500.00	\$ 247,500.00
TOTAL BASE BID + ALTERNATES:	\$ -	\$ 8,602,390.00	\$ 8,602,390.00
TOTAL BASE BID + ALT. COST PER SQUARE FOOT:	\$0.00 PER S.F.	\$149.54 PER S.F.	\$149.54 PER S.F.

GRAND TOTAL COST ESTIMATE SUMMARY			
ADDITIONAL PROJECT COST ITEM DESCRIPTION (APPLIES TO BASE BID ONLY)	PERCENTAGE (%)	% X TOTAL BASE BID	REMARKS
CONTRACTOR OVERHEAD	5.0%	\$ 379,344.50	
CONTRACTOR PROFIT	5.0%	\$ 379,344.50	
GENERAL CONDITIONS	5.0%	\$ 379,344.50	
PHASING OF GENERAL CONDITIONS	5.0%	\$ 379,344.50	
DESIGN CONTINGENCY	5.0%	\$ 379,344.50	
CONSTRUCTION CONTINGENCY	5.0%	\$ 379,344.50	
BUILDER'S RISK INSURANCE	1.0%	\$ 75,868.90	
PERMIT FEES	1.0%	\$ 75,868.90	
CONTRACTOR INSURANCE	2.0%	\$ 151,737.80	
PAYMENT BOND	1.0%	\$ 75,868.90	
PERFORMANCE BOND	1.0%	\$ 75,868.90	
UTILITY COST (ELECTRIC, GAS, ETC...)	0.0%	\$ -	
TOTAL ADDITIONAL PROJECT COST ITEMS		\$ 2,731,280.40	
GRAND TOTAL CONSTRUCTION COST (BASE BID + ADDITIONAL PROJECT COSTS)		\$ 10,318,170.40	\$179.37 PER S.F.
GRAND TOTAL CONSTRUCTION COST (BASE BID + ALTERNATES + ADDITIONAL PROJECT COSTS)		\$ 11,333,670.40	\$197.03 PER S.F.



Gipe Associates, Inc.
CONSULTING ENGINEERS

Mechanical | Electrical | Plumbing

8719 BROOKS DRIVE
EASTON, MARYLAND
PHONE: 410-822-8688
FAX: 410-822-6306

CONSTRUCTION COST ESTIMATE

PROJECT: Worcester County Detention Center
GAI PROJECT NO: 20059
DATE: 03/05/21
PREPARED BY: GAW

GENERAL PROJECT INFORMATION

PROJECT SQUARE FOOTAGE: 57,524
FACILITY TYPE: Detention Center
OF FLOORS: 1
ARCHITECT: Gipe Associates, Inc
BASIS FOR ESTIMATE: CODE-B (DESIGN DEVELOPMENT)
SUMMARY: DESIGN DEVELOPMENT ESTIMATE

Mechanical Systems	QUANTITY		MATERIAL		LABOR		TOTAL COST
	NO. OF UNITS	UNIT OF MEASURE	PER UNIT	TOTAL	PER UNIT	TOTAL	

BASE BID COST ESTIMATE

	NO. OF UNITS	UNIT OF MEASURE	PER UNIT	TOTAL	PER UNIT	TOTAL	TOTAL COST
DEMOLITION	1.0	LS	\$ -	\$ -	\$ 287,620.00	\$ 287,620.00	\$ 287,620.00
GYM AHU	1.0	EA	\$ 143,810.00	\$ 143,810.00	\$ 115,048.00	\$ 115,048.00	\$ 258,858.00
CORRIDOR RTU	3.0	EA	\$ 57,524.00	\$ 172,572.00	\$ 43,143.00	\$ 129,429.00	\$ 302,001.00
CRANE	1.0	LS	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00
REFRIGERANT/CONDENSATE PIPE	1.0	LS	\$ 43,143.00	\$ 43,143.00	\$ 31,638.20	\$ 31,638.20	\$ 74,781.20
HOT WATER PIPE	1.0	LS	\$ 103,543.20	\$ 103,543.20	\$ 135,181.40	\$ 135,181.40	\$ 238,724.60
INSULATION	1.0	LS	\$ 94,914.60	\$ 94,914.60	\$ 94,914.60	\$ 94,914.60	\$ 189,829.20
AUTOMATIC TEMP. CONTROLS (ATC)	1.0	LS	\$ 287,620.00	\$ 287,620.00	\$ 402,668.00	\$ 402,668.00	\$ 690,288.00
RELIEF FAN	12.0	EA	\$ 3,500.00	\$ 42,000.00	\$ 1,500.00	\$ 18,000.00	\$ 60,000.00
TEST AND BALANCE	1.0	LS	\$ -	\$ -	\$ 138,057.60	\$ 138,057.60	\$ 138,057.60
DUCTWORK	1.0	LS	\$ 483,201.60	\$ 483,201.60	\$ 819,717.00	\$ 819,717.00	\$ 1,302,918.60
FIRE PROTECTION	1.0	LS	\$ 43,143.00	\$ 43,143.00	\$ 109,295.60	\$ 109,295.60	\$ 152,438.60
H&V UNIT	11.0	EA	\$ 30,000.00	\$ 330,000.00	\$ 15,000.00	\$ 165,000.00	\$ 495,000.00
PLUMBING PIPING	2,300.0	LF	\$ 7.00	\$ 16,100.00	\$ 10.00	\$ 23,000.00	\$ 39,100.00
FREEZE PUMPS	15.0	EA	\$ 600.00	\$ 9,000.00	\$ 800.00	\$ 12,000.00	\$ 21,000.00
PLUMBING CHASE	54.0	EA	\$ 800.00	\$ 43,200.00	\$ 1,500.00	\$ 81,000.00	\$ 124,200.00
SHOWERS	17.0	EA	\$ 400.00	\$ 6,800.00	\$ 800.00	\$ 13,600.00	\$ 20,400.00

COST ESTIMATE SUMMARY

DESCRIPTION	MATERIAL	LABOR	TOTAL
BASE BID TOTAL COST	\$ 1,889,047.40	\$ 2,576,169.40	\$ 4,465,216.80
TOTAL BASE BID COST PER SQUARE FOOT:	\$32.84 PER S.F.	\$44.78 PER S.F.	\$77.62 PER S.F.

GRAND TOTAL COST ESTIMATE SUMMARY

ADDITIONAL PROJECT COST ITEM DESCRIPTION (APPLIES TO BASE BID ONLY)	PERCENTAGE (%)	% X TOTAL BASE BID	REMARKS
CONTRACTOR OVERHEAD	0.0%	\$ -	
CONTRACTOR PROFIT	0.0%	\$ -	
GENERAL CONDITIONS	0.0%	\$ -	
BUILDER'S RISK INSURANCE	0.0%	\$ -	
PERMIT FEES	0.0%	\$ -	
CONTRACTOR INSURANCE	0.0%	\$ -	
PAYMENT BOND	0.0%	\$ -	
PERFORMANCE BOND	0.0%	\$ -	
UTILITY COST (ELECTRIC, GAS, ETC...)	0.0%	\$ -	
TOTAL ADDITIONAL PROJECT COST ITEMS		\$ -	
GRAND TOTAL CONSTRUCTION COST (BASE BID + ADDITIONAL PROJECT COSTS)		\$ 4,465,216.80	\$77.62 PER S.F.



CONSTRUCTION COST ESTIMATE

PROJECT: Worcester County Detention Center
 GAI PROJECT NO: 20059
 DATE: 03/05/21
 PREPARED BY: EMP

GENERAL PROJECT INFORMATION

PROJECT SQUARE FOOTAGE: 57,524
 FACILITY TYPE: Detention Center
 # OF FLOORS: 1
 ARCHITECT: Gipe Associates, Inc
 BASIS FOR ESTIMATE: CODE-B (DESIGN DEVELOPMENT)
 SUMMARY: DESIGN DEVELOPMENT ESTIMATE

Electrical Systems	QUANTITY		MATERIAL		LABOR		TOTAL COST
	NO. OF UNITS	UNIT OF MEASURE	PER UNIT	TOTAL	PER UNIT	TOTAL	

BASE BID COST ESTIMATE

DEMOLITION	1.0	LS	\$ -	\$ -	\$ 48,895.40	\$ 48,895.40	\$ 48,895.40
FIRE ALARM	1.0	LS	\$ 71,905.00	\$ 71,905.00	\$ 106,419.40	\$ 106,419.40	\$ 178,324.40
GYM AHU	1.0	EA	\$ 2,400.00	\$ 2,400.00	\$ 6,000.00	\$ 6,000.00	\$ 8,400.00
CORRIDOR RTU	2.0	EA	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00	\$ 8,000.00
MAU	1.0	EA	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00
WORK RELEASE RTU	1.0	EA	\$ 1,200.00	\$ 3,500.00	\$ 2,500.00	\$ 1,500.00	\$ 5,000.00
H&V UNIT	11.0	EA	\$ 1,000.00	\$ 11,000.00	\$ 3,500.00	\$ 38,500.00	\$ 49,500.00
ERV UNIT	11.0	EA	\$ 1,000.00	\$ 11,000.00	\$ 3,500.00	\$ 38,500.00	\$ 49,500.00
FANS	9.0	EA	\$ 450.00	\$ 4,050.00	\$ 1,100.00	\$ 9,900.00	\$ 13,950.00
LIGHTING (REMOVE, CLEAN & REPLACE)	550.0	EA	\$ 75.00	\$ 41,250.00	\$ 35.00	\$ 19,250.00	\$ 60,500.00
UPS CIRCUITS	1.0	LS	\$ 2,700.00	\$ 2,700.00	\$ 6,500.00	\$ 6,500.00	\$ 9,200.00
PANEL	2.0	EA	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00

ALTERNATE #1 - REPLACE LIGHTING IN KIND WITH LED LIGHTING

ALTERNATE #1 - LIGHTING	550.0	EA	\$ 300.00	\$ 165,000.00	\$ 150.00	\$ 82,500.00	\$ 247,500.00
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ALTERNATE #2 -

ALTERNATE #2 -	1.0	LS	\$ -	\$ -	\$ -	\$ -	\$ -
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COST ESTIMATE SUMMARY

DESCRIPTION	MATERIAL	LABOR	TOTAL
BASE BID TOTAL COST	\$ 160,705.00	\$ 292,964.80	\$ 453,669.80
ALTERNATE #1 TOTAL COST	\$ 165,000.00	\$ 82,500.00	\$ 247,500.00
ALTERNATE #2 TOTAL COST	\$ -	\$ -	\$ -
TOTAL BASE BID + ALTERNATES:	\$ 325,705.00	\$ 375,464.80	\$ 701,169.80
TOTAL BASE BID + ALT. COST PER SQUARE FOOT:	\$5.66 PER S.F.	\$6.53 PER S.F.	\$12.19 PER S.F.

GRAND TOTAL COST ESTIMATE SUMMARY

ADDITIONAL PROJECT COST ITEM DESCRIPTION (APPLIES TO BASE BID ONLY)	PERCENTAGE (%)	% X TOTAL BASE BID	REMARKS
CONTRACTOR OVERHEAD	0.0%	\$ -	
CONTRACTOR PROFIT	0.0%	\$ -	
GENERAL CONDITIONS	0.0%	\$ -	
BUILDER'S RISK INSURANCE	0.0%	\$ -	
PERMIT FEES	0.0%	\$ -	
CONTRACTOR INSURANCE	0.0%	\$ -	
PAYMENT BOND	0.0%	\$ -	
PERFORMANCE BOND	0.0%	\$ -	
UTILITY COST (ELECTRIC, GAS, ETC...)	0.0%	\$ -	
TOTAL ADDITIONAL PROJECT COST ITEMS		\$ -	
GRAND TOTAL CONSTRUCTION COST (BASE BID + ADDITIONAL PROJECT COSTS)		\$ 453,669.80	\$7.89 PER S.F.
GRAND TOTAL CONSTRUCTION COST (BASE BID + ALTERNATES + ADDITIONAL PROJECT COSTS)		\$ 701,169.80	\$12.19 PER S.F.

CIP Project Name: Public Safety Logistical Storage Facility

Project Director (Name & Title): Matthew Owens, Fire Marshal

Phone Number: 410-632-5666

Project Summary and Purpose: The proposed building will house vehicles and storage for the Department of Emergency Services, the Sheriff's Office and the Fire Marshal's Office. The proposed building will hold the current 22 vehicles and the many trailers used by all three departments. Plus the building will house the storage for the Logistical Staging Area (LSA) inventory and supplies for all emergency preparation, to include pandemics, weather related emergencies, hazardous materials responses (CBRNE) and a secure impound facility.

Currently there is a need due to no covered storage for vehicles and trailers containing expensive and sensitive equipment with the need to respond to emergencies quickly. Although the county currently leases space for the LSA, the accessibility and security of the lease space is not desirable.

Project Location: The proposed location is on the property of the existing Fire Training Center which is owned by the county (12 acres of cleared land/adjacent to a proposed Public Safety Building).

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No grants.

Is there a Federal or State mandate related to this project? If so, please elaborate: N/A

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The impacts, from a financial standpoint would be high. Partial funding for the project may qualify under grants provided from multiple sources, however that funding cannot be guaranteed. From a personnel standpoint, no immediate additional personnel is projected for this project. Obviously there would be an increase in maintenance cost due to the larger size building.

What is the useful life of the asset/project? 30 + years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work	157,500							157,500
Construction	2,887,500							2,887,500
Equipment/Furnishings	52,500							52,500
Other - Please Specify	210,000							210,000
TOTAL	3,307,500	0	0	0	0	0	0	3,307,500

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	200,000							200,000
Private Donation								0
Enterprise Bonds								0
General Bonds	3,107,500							3,107,500
Other - Please Specify								0
TOTAL	3,307,500	0	0	0	0	0	0	3,307,500

PROJECTED OPERATING IMPACTS	23,300	23,300	23,300	23,300	23,300			116,500
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CIP Project Name: Public Safety Logistical Storage Facility

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The project was discussed between the 3 public safety departments to include Emergency Services, Sheriff's Office and the Fire Marshal's Office. A larger "warehouse" style building is needed for several purposes. To include current emergency response vehicles to be stored inside out of the weather. These vehicles are critical response vehicles for a multitude array of purposes to support emergency management, law enforcement and hazardous materials and CBRNE type incidents.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The project benefits the entire county. In addition to critical needs for county operated public safety departments, it also supplements the county's volunteer fire and EMS services and the incorporated towns. Not completing this project will further enhance the deterioration of current, as well as future, vehicles and apparatus that is damaged by exposure to weather elements currently being stored outside.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate was difficult to determine due to the current environment of supplies and materials. The county is currently entered into a contract with Davis Bowen and Friedel to provide architectural and engineering services. At this time the building product cost vary day to day and have steadily increased over the past several years. There was no scope performed, the demand for this is driven by the pandemic, the need for the LSA and the protection of current assets exceeding \$1,000,000 in value. A square foot estimate is being prepared by DBF. A concern of material cost exist due to the current building industry.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

There is no CIP timing. This project was driven by the pandemic, the need for a LSA and to reduce damage to current emergency equipment and vehicles stored outside. In the past several years the county has added to the vehicles and equipment which is stored outside in harsh weather conditions.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

We consider this project critical to Public Safety in Worcester County. Protecting current assets in crucial. Planning to mitigate any of the emergencies this project could aide is a must for emergency management planning and preparation. Not funding or planning for this project will further hamper the growth and technology changes which occur between regional and national emergencies.

CIP Operating Impact Projections

Project: Public Safety Logistical Storage Building

Department & Signature of Department Head: Matthew Owens

Personnel Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Job Title & Salary/Benefit Costs (List Separately)						0
						0
						0
						0
						0
						0
						0
						0
						0

EXPENDITURES

New Positions Salary & Benefits TOTAL	0	0	0	0	0	0
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Operating Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Utilities	10,000	10,000	10,000	10,000	10,000	50,000
Telephone	500	500	500	500	500	2,500
Custodial	2,500	2,500	2,500	2,500	2,500	12,500
Cleaning	300	300	300	300	300	1,500
Maintenance Repairs	6,000	6,000	6,000	6,000	6,000	30,000
Refuse	1,000	1,000	1,000	1,000	1,000	5,000
Fire/Security Alarm	2,000	2,000	2,000	2,000	2,000	10,000
Internet	1,000	1,000	1,000	1,000	1,000	5,000
Vehicle Expense						0
Other						0
						0
						0
						0

EXPENDITURES

Operating TOTAL	23,300	23,300	23,300	23,300	23,300	116,500
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ITEM 15

Project: Public Safety Logistical Storage Building

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
EXPENDITURES						0
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						0
Project Revenue TOTAL	0	0	0	0	0	0
PROJECTED OPERATING IMPACTS	23,300	23,300	23,300	23,300	23,300	116,500

Project: Public Safety Logistical Storage Building

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

No new personnel is expected at this time.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

Utility costs will be increased because this is a new building.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Maintenance cost will increase because this is a new building.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

Insurance cost will increase because this is a new building in the county's inventory.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

Telephone service, internet service, computer service will all need to be provided for the proposed building.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

There will be a one-time furniture and equipment cost.

CIP Project Name: State's Attorney Building Addition

Project Director (Name & Title): William Bradshaw, P.E. County Engineer

Phone Number: 410-632-1200

Project Summary and Purpose:

Provide office space for the State's Attorney Offices (SAO). The current building will not accommodate authorized and projected staffing levels. This estimate is for a 6,000 SF building addition adjacent to the existing SAO building with elevator. No formal design has been completed for this conceptual estimate. This estimate includes preliminary schematic design professional services.

Project Location: Snow Hill MD (Walking proximity to both Circuit and District Courthouses)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

None Identified

Is there a Federal or State mandate related to this project? If so, please elaborate:

State mandate for law enforcement to use body/video cameras increases personnel/attorney resources required to process.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Yes operating costs including utilities and maintenance.

What is the useful life of the asset/project? 40 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	50,000	200,000	50,000	50,000				350,000
Land Acquisition	0							0
Site Work		600,000	703,852					1,303,852
Construction		1,705,813	1,194,069	511,744				3,411,625
Equipment/Furnishings			50,000	100,000				150,000
Other - Contingency, Permitting, Moving, Escalation	37,540	225,240	375,400	112,620				750,799
TOTAL	87,540	2,731,052	2,373,320	774,364	0	0	0	5,966,276

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	87,540	2,731,052	2,373,320	774,364				5,966,276
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	87,540	2,731,052	2,373,320	774,364	0	0	0	5,966,276

PROJECTED OPERATING IMPACTS	12,950	12,950	13,025	13,025	13,450			65,400
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CIP Project Name: State's Attorney Building Addition

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and build an addition adjacent to the existing SAO office building. The building will need to be elevated to maintain ground level stormwater system function for the existing facility and to accommodate new roof/collection requirements for the addition. New parking lot expansion will be needed on Washington street. There is a vacant lot the County owns for the purpose of additional parking.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project? The County will benefit by locating State's Attorney personnel in a central location adjacent to existing court facilities and supervisory staff.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

This estimate is based on order of magnitude building area metrics and fee base percentages of construction cost (eg., architect fees, construction management fees, etc.)currently in use for similar projects. The estimate spreadsheet is attached.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project is requested by direction of the County Commissioners on 9/6/22 as a result of new SAO employee needs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is necessary and high priority to accommodate approved employee hiring.

CIP Operating Impact Projections

Project: State's Attorney Building Addition

Department & Signature of Department Head: William Bradshaw

Personnel Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Job Title & Salary/Benefit Costs (List Separately)						0
						0
						0
						0
						0
						0
						0
						0

EXPENDITURES

New Positions Salary & Benefits TOTAL	0	0	0	0	0	0
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Operating Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Utilities	8,500	8,500	8,575	8,575	9,000	43,150
Telephone						0
Custodial	1,200	1,200	1,200	1,200	1,200	6,000
Cleaning						0
Maintenance Repairs	1,500	1,500	1,500	1,500	1,500	7,500
Refuse						0
Fire/Security Alarm	1,000	1,000	1,000	1,000	1,000	5,000
Internet						0
Vehicle Expense						0
Other	750	750	750	750	750	3,750
						0
						0
						0

EXPENDITURES

Operating TOTAL	12,950	12,950	13,025	13,025	13,450	65,400
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ITEM 15

Project: State's Attorney Building Addition

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	0	0	0	0	0	0

Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	0	0	0	0	0	0

PROJECTED OPERATING IMPACTS	12,950	12,950	13,025	13,025	13,450	65,400
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Project: State's Attorney Building Addition

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%. This project is required due to the prior authorization of additional employees. No additional employees are required for this addition to the existing building.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs. Yes utility costs will increase due to the increase in building size. Primarily electricity costs will increase for heating/cooling additional space.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance. Yes, additional custodial services, alarm systems maintenance/monitoring and general maintenance costs will increase.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance. Yes, est. \$750 per year.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

Capital Cost Estimate
Initial Estimate - 8/12/22

State's Attorney Building Addition CIP Estimate
6000 SF Addition
3 Story

Existing Site
Parking, Stormwater
Site Development

Project Total

Division	Building			Site Development			Project Total	
	6000 Cost	GSF \$/SF	%	0.5 Cost	Acres \$/Acre	%	6000 Cost	GSF \$/SF
Construction Work								
1 General Requirements	\$ 108,000.00	18	4.07	\$ 10,150.00	20300	0.93	\$ 118,150.00	19.69
2 Existing Conditions	\$ -	0	0.00	\$ 15,524.00	31048	1.42	\$ 15,524.00	2.59
3 Concrete	\$ 180,000.00	30	6.78	\$ -		0.00	\$ 180,000.00	30.00
4 Masonry	\$ 210,000.00	35	7.91	\$ -		0.00	\$ 210,000.00	35.00
5 Metals	\$ 185,460.00	30.91	6.98	\$ -		0.00	\$ 185,460.00	30.91
6 Wood, Plastic, Composites	\$ 60,960.00	10.16	2.29	\$ -		0.00	\$ 60,960.00	10.16
7 Thermal & Moisture Protection	\$ 393,840.00	65.64	14.83	\$ -		0.00	\$ 393,840.00	65.64
8 Openings	\$ 130,080.00	21.68	4.90	\$ -		0.00	\$ 130,080.00	21.68
9 Finishes	\$ 243,840.00	40.64	9.18	\$ -		0.00	\$ 243,840.00	40.64
10 Specialties	\$ 41,220.00	6.87	1.55	\$ -		0.00	\$ 41,220.00	6.87
11 Equipment	\$ 6,900.00	1.15	0.26	\$ -		0.00	\$ 6,900.00	1.15
12 Furnishings	\$ 30,000.00	5	1.13	\$ -		0.00	\$ 30,000.00	5.00
13 Special Construction	\$ -		0.00	\$ -		0.00	\$ -	0.00
14 Conveying Systems	\$ 100,000.00	fix	3.76	\$ -		0.00	\$ 100,000.00	16.67
21 Fire Suppression	\$ 60,000.00	10	2.26	\$ -		0.00	\$ 60,000.00	10.00
22 Plumbing	\$ 46,260.00	7.71	1.74	\$ -		0.00	\$ 46,260.00	7.71
23 HVAC	\$ 425,760.00	70.96	16.03	\$ -		0.00	\$ 425,760.00	70.96
25 Integrated Automation	\$ 21,000.00	3.5	0.79	\$ -		0.00	\$ 21,000.00	3.50
26 Electrical \$ Solar	\$ 354,000.00	59	13.33	\$ 7,500.00	15000	0.68	\$ 361,500.00	60.25
27 Communications	\$ 24,000.00	4	0.90	\$ -		0.00	\$ 24,000.00	4.00
28 Electronic Safety & Security	\$ 34,920.00	5.82	1.31	\$ -		0.00	\$ 34,920.00	5.82
31 Earthwork	\$ -		0.00	\$ 57,500.00	115000	5.25	\$ 57,500.00	9.58
32 Exterior Site Improvements (+ WS Park)	\$ -		0.00	\$ 942,500.00	385000	86.02	\$ 942,500.00	157.08
33 Site utilities	\$ -		0.00	\$ 62,500.00	125000	5.70	\$ 62,500.00	10.42
Subtotal Cost of Work	\$ 2,656,240.00	426.04 Base Bldg \$/SF	100	\$ 1,095,674.00	691348	100	\$ 3,751,914.00	625.319 Base Bldg + Site \$/SF
General Contractor Services								
1 Preconstruction Services	\$ 13,281.20	2.21	0.50	\$ 5,478.37	10956.74	0.5	\$ 18,759.57	4.04
2 Design Contingency	\$ 300,153.12	50.03	8.00	\$ 87,653.92	175307.84	8	\$ 387,807.04	79.24
3 Construction Contingency	\$ 187,595.70	31.27	5.00	\$ 54,783.70	109567.40	5	\$ 242,379.40	49.53
4 General Conditions (Div 1)	\$ 48,000.00	8.00	1.81	\$ -	0.00		\$ 48,000.00	8.00
5 Bond and Insurance	\$ 75,038.28	12.51	2.00	\$ 21,913.48	43826.96	2	\$ 96,951.76	19.81
6 CM Fee	\$ 131,316.99	21.89	3.50	\$ 38,348.59	76697.18	3.5	\$ 169,665.58	34.67
Subtotal Construction	\$ 3,411,625.29	551.94 Bldg \$/SF		\$ 1,303,852.06	2607704.12		\$ 4,715,477.35	820.609235 Bldg+ Site \$/SF
Owners Costs								
1 Schematic Prelim Design	\$ 50,000.00							
2 Furnishings & AV	\$ 150,000.00	fix					\$ 150,000.00	
3 Permitting Fees	\$ 50,000.00	fix					\$ 50,000.00	
4 Moving Expenses & Temp Office	\$ 85,000.00						\$ 85,000.00	
5 Architect/Engineer Fees	\$ 300,153.12		8				\$ 300,153.12	
6 Testing & Inspection Costs	\$ 50,000.00	fix					\$ 50,000.00	
7 Owner Contingency	\$ 428,050.44		8				\$ 428,050.44	
4 Escalation Contingency	\$ 187,595.70		5				\$ 187,595.70	
Subtotal Owners Costs	\$ 1,300,799.26						\$ 1,250,799.26	
GRAND TOTAL PROJECT COST	\$ 4,712,424.55	551.9375483		\$ 1,303,852.06	2607704.12		\$ 5,966,276.61	

CIP Project Name: Outdoor Warning System Replacement

Project Director (Name & Title): James E Hamilton, JR - Deputy Director, Emergency Services

Phone Number: 410-632-3080

Project Summary and Purpose: As directed by the County Commissioners, this project seeks to replace the outdoor warning system (sirens) installed throughout Worcester County. This system is currently used both to warn the public of immediate threats such as tornadoes as well as used as one method of alerting many fire departments within the county to calls for service.

Project Location: Countywide

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

No

Is there a Federal or State mandate related to this project? If so, please elaborate:

No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Yes

What is the useful life of the asset/project? 20 Years (estimated)

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	100,000							100,000
Land Acquisition								0
Site Work		400,000						400,000
Construction								0
Equipment/Furnishings		650,000						650,000
Other - Please Specify								0
TOTAL	100,000	1,050,000	0	0	0	0	0	1,150,000

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	100,000	1,050,000						1,150,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	100,000	1,050,000	0	0	0	0	0	1,150,000

PROJECTED OPERATING IMPACTS	0	17,100	17,100	17,100	17,100			68,400
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CIP Project Name: Outdoor Warning System Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Scope and pricing is a best estimate at this point. This project seeks to generate an RFP that will be based on coverage performance. As such, vendors will be asked to engineer a solution to meet those objectives and the manner that those objectives are met will determine the total number of sirens and associated infrastructure required. Pricing is derived by using recent turn-key quotes on replacing three sirens and extrapolating an estimate of 25 sirens required. The number of sirens required to meet the coverage objectives is estimated very conservatively for this project.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Current sirens throughout Worcester County are aged between 40 - 80 years old and are failing at a rapid rate. They also fail to meet general industry standards for modern outdoor warning systems. If implemented, this project will benefit all citizens of the county where coverage is provided. This will also seek to target the most vulnerable populations including areas of recreation and camping where individuals may be less likely to have access to other methods of warning for severe weather and other threats.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimation was derived as a best guess based on recent per-site pricing coupled with a conservative estimation of number of sites required. Costs provided within this document reflect an estimate based on replacing existing coverage without adding much additional coverage. It is anticipated that the results of proposals may require a second project phase to be added in FY26 to meet full expectations however without vendor designs this is hard to estimate at this point.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project is being added to the CIP based on recent direction from the County Commissioners to assume responsibility for this function.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Project urgency is based upon the rate of failure of existing sirens within the county. As this project is being submitted, we are replacing three sirens for \$100,880 that may not be of use when the full system replacement is executed. Should we delay this project further, we risk making continued investments due to failures that may place us in a position of having to sole source this project.

CIP Operating Impact Projections

Project: Outdoor Warning System Replacement

Department & Signature of Department Head: James E Hamilton, Jr. Deputy Director

Personnel Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						0
						0
						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	0	0	0	0	0	0

Operating Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Utilities		7,500	7,500	7,500	7,500	30,000
Telephone						0
Custodial						0
Cleaning						0
Maintenance Repairs						0
Refuse						0
Fire/Security Alarm						0
Internet		9,600	9,600	9,600	9,600	38,400
Vehicle Expense						0
Other						0
						0
						0
						0
EXPENDITURES						
Operating TOTAL	0	17,100	17,100	17,100	17,100	68,400

ITEM 15

Project: Outdoor Warning System Replacement

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	0	0	0	0	0	0
PROJECTED OPERATING IMPACTS	0	17,100	17,100	17,100	17,100	68,400

Project: Outdoor Warning System Replacement

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

1,050,00At this time, additional employee costs are not anticipated.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

This project will require a power connection at each siren and a significant number of sirens are likely to require a cellular data SIM card.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

A maintenance agreement will be required for this system. At this time estimates on maintenance agreement costs are not available.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

All installations should be covered by LGIT for property insurance.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

Radios and LTE modems will be required along with fiber routers at some sites.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

N/A

CIP Project Name: Fire Training Tower

Project Director (Name & Title): Matthew Owens, Fire Marshal

Phone Number: 410-632-5666

Project Summary and Purpose: The project is the proposed replacement of the county's 40+ year old Fire Training Tower located at the Fire Training Center. The current Fire Training Tower has reached its end-of-life and needs to be replaced. The current tower has numerous structural problems and the cost to repair out ways the cost to replace the tower. The current tower provides interior fire training to the 10 Worcester County volunteer fire companies and mutual-aid fire companies. Law Enforcement also utilize the tower for training evolutions. The current Fire Training Tower does not meet current fire training codes and practices.

Project Location: Fire Training Center

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: I would like to think there are grants available for this type of project. This proposed project would be utilized for the training and development of new and existing firefighters, law enforcement officers, and other public safety partners.

Is there a Federal or State mandate related to this project? If so, please elaborate: The existing Fire Training Tower does not meet today's codes for a fire training facility.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No new personnel and utility. Maintenance cost should stay approximately the same.

What is the useful life of the asset/project? 40+ years.

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work	200,000							200,000
Construction	1,200,000							1,200,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	1,400,000	0	0	0	0	0	0	1,400,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	1,400,000							1,400,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	1,400,000	0	0	0	0	0	0	1,400,000

PROJECTED OPERATING IMPACTS	2,000	0	0	0	0			2,000
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CIP Project Name: Fire Training Tower

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The existing Fire Training Tower has provided training to new and existing firefighters for over the past 40 years. Moving into the future, we would like to provide state-of-the-art training to the career and volunteer firefighters helping to protect the citizens and visitors of Worcester County. There are several vendors which offer this type of training facility and we are currently researching pricing. We have formed a training committee consisting of all 10 volunteer fire companies and law enforcement departments in Worcester County to assist in making informed decisions regarding future training of firefighters and law enforcement officers in Worcester County.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project? This project would benefit the entire county. State-of-the-art training for Worcester County firefighters would only enhance the current level of service and professionalism provided by Worcester County volunteer and career firefighters. This proposed project would also be used by law enforcement departments in Worcester County to further their training capabilities.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is provided based on similar projects and based on estimates received from vendors which do this type of work. Estimates are provided with this CIP.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The replacement of the Fire Training Tower is part of the site plan for the proposed LSA storage building currently under design and engineering which is to be constructed on the property of the Fire Training Center.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded? This project is critical to the training and development of new and existing firefighters and law enforcement officers in Worcester County. In the development of the site plan for the future of the Fire Training Center and the proposed LSA Storage Building, a new location for a new State-of-the-art Fire Training Tower has been established. The existing Fire Training Tower has served Worcester County for the past 40+ years and is failing and needs to be replaced.

CIP Operating Impact Projections

Project: Fire Training Tower

Department & Signature of Department Head: Matthew Owens, Fire Marshal

Personnel Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						0
						0
						0
						0
						0
						0
						0
						0

EXPENDITURES

New Positions Salary & Benefits TOTAL	0	0	0	0	0	0
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Operating Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Utilities						0
Telephone						0
Custodial						0
Cleaning						0
Maintenance Repairs	2,000					2,000
Refuse						0
Fire/Security Alarm						0
Internet						0
Vehicle Expense						0
Other						0
						0
						0

EXPENDITURES

Operating TOTAL	2,000	0	0	0	0	2,000
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ITEM 15

Project: Fire Training Tower

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
EXPENDITURES						0
Capital TOTAL	0	0	0	0	0	0
Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						0
Project Revenue TOTAL	0	0	0	0	0	0
PROJECTED OPERATING IMPACTS	2,000	0	0	0	0	2,000

Project: Fire Training Tower

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%. No new employees.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs. No new utilities.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance. Currently there is no money provided for maintenance cost at the current Fire Training Tower so we would be requesting minimal maintenance monies to maintain the proposed Fire Training Tower.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance. I'm sure there would be an increase in insurance cost for a new Fire Training Tower.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below. No IT needed for this proposed project.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

No furniture or equipment needed for this project.



September 2, 2022

Ref Number: 22-17474

Worcester County Fire Marshal's Office
 1 West Market Street
 Room 1302
 Snow Hill, MD 21863

Attention: Fire Marshal Robert Korb

Via email: rkorb@co.worcester.md.us

Dear Fire Marshal Korb,

We are pleased to provide you with the following rough order of magnitude cost estimate for a **GENERAL ALARM FOUR STORY** WHP training simulator. The simulator would consist of a structure that would approximate the following:

Features included are as follows:

1. Section A will be a **Four-Story Tower** approximately 21'-11" W x 25'-4" L x 44'-0" H (to top of parapet).
 - a. Three (3) interior floors (2nd, 3rd, 4th)
 - b. One (1) flat roof with parapet roof guard system
 - c. Two (2) 3'-4' chain gate openings
 - d. Four (4) rappelling anchors on the roof
 - e. One (1) 2'-6" x 3'-0" Bilco roof hatch
 - f. One (1) Vertical ladder from the 4th floor up to the roof hatch
 - g. One (1) four-story interior stair with intermediate landings and welded stair railing
 - h. Two (2) inset corner balcony with railing
 - i. Five (5) 3' x 7' plate steel doors with hardware
 - j. Four (4) 3' x 4' window openings with latching shutters
2. Section B will be a **Two-Story Residential/Industrial** section approximately 21'-11" W x 35'-0" L x 24'-0" H to eave.
 - a. One (1) gable roof, 5/12 and 9/12 un-equal pitch on half of roof with perimeter welded guardrail
 - b. One (1) flat roof with parapet walls on half of roof with two (2) chain gate openings
 - c. Two (2) 6'-0" chain gates
 - d. Two (2) chop-outs on gabled roof one 48" x 48" and one 48"x96"
 - e. One (1) attic space provided between the gabled roof and the second floor

519 Duck Road, Grandview, MO 64030 | P: 800.351.2525 | www.TrainingTowers.com | Info@TrainingTowers.com

- f. Two (2) 3' x 3' framed window opening with latching shutter at ends of gabled attic
- g. Seven (7) 3' x 4' framed window openings with latching shutters
- h. One (1) 6'x4' double framed window opening with latching shutters
- i. Fourteen (14) 3' x 7' plate steel doors with hollow and hardware
- j. Three (3) 3' x 7' plate steel burn room doors and hardware
- k. One (1) 6'x7' double plate steel door with hardware
- l. One (1) two-story interior stair with welded stair railing
- m. One (1) 2-story stair with 4'x38'-7" balcony
- n. One (1) 11' x 16' burn room protected with a Padgenite Interlock lining system
- o. One (1) 4'x4' attic burn area system

- 3. Section C will be a **One-Story Annex** approximately 21'-11" W x 14'-6" L x 10'-0" H.
 - a. Two (2) 3' x 4' framed window openings with latching shutters
 - b. One (1) 3' x 7' exterior plate steel burn room door and hardware
 - c. Entire room shall be protected with a Padgenite Interlock lining system
 - d. One (1) Temperature monitoring system

Materials and Freight is estimated at:	\$649,533.00
Labor (non-prevailing wage) is estimated at:	<u>\$247,276.00</u>
Total:	\$896,809.00

Optional items you might consider are as follows:

Four story Exterior Stair with three doors	\$41,460.00
Four story standpipe with two sprinkler heads	\$9,798.00
Forcible Entry Power Jamb door	\$3,018.00
4' x 4' Floor/Ceiling Breach area	\$3,932.00
Bail Out Prop	\$2,093.00
Maze Panels (10)	\$7,213.00
Maze Panel (door)	\$1,490.00

Additional items excluded from the price for consideration:

Foundation Design:	
Soil Borings	\$3,500.00
Stamped and Sealed Foundation Design	\$3,500.00
Site work and Foundation, Fill on Deck	TBD

Prevailing Wage Rates (Add to above Labor)	\$167,850.00
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Prevailing Wages: Prevailing wages have been included based on General Decision Number: MD20220010 09/02/2022 Worcester County Maryland. If the General Decision is updated or a job specific wage determination is performed wages will be adjusted accordingly and be the responsibility of the owner.

All pricing is in US Dollars and is valid for 30 days. It is the policy of WHP Trainingtowers to provide a reasonable cost estimate for your budgeting purposes. It is not uncommon in the construction industry to offer cost estimates that are for low end or stripped down structures. WHP believes the cost estimate should reflect a training simulator that meets OSHA safety requirements, is of the highest quality, and will meet the expectations of the customer.

ITEM 15

Schedule: We would require 2 weeks to prepare conceptual drawings after award of the contract or purchase order and 16-18 weeks for delivery after receipt of approved drawings. If the foundation is in place the erection would be complete approximately 12-14 weeks after delivery of building. Some optional items such as brick exteriors will require more time to complete erection.

Design Criteria: Pricing is based on the following design criteria:

1. *Live Loads-* (a) Roof: 100 psf (b) Floor: 100 psf (c) Attic: 100 psf
2. *Wind Loads-* (a) Speed: 90 mph (b) Exposure: C
3. *Seismic Loads-* (a) Coefficient S_s [max]: 55 (b) Coefficient S₁ [max]: 13

*Requirements exceeding these loads may result in additional costs.

Exclusions: We exclude from our proposal: bonds, taxes, permits, special insurance requirements if any, field painting of exterior handrails and stairs, mechanical, electrical, fire protection systems, gas fired simulators, winter conditions, concrete foundations, foundation design, slab on grade, concrete fill on decks, anchor bolts, site work, excavation, engineering layout and general condition items and any other miscellaneous fees. Prevailing wage rates, if any will be applied to the labor cost to erect the simulator.

Terms: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days. Financing is available through lease purchase programs.

We hope you find the proposal acceptable. If we can provide you with further information please feel free to contact me at 410-256-3126.

Sincerely,

James R. Eicholtz

James R. Eicholtz
WHP Trainingtowers

CC: Alan Henderson, WHP Trainingtowers
Joe Kirchner, WHP Trainingtowers
Rob VanBibber, WHP Trainingtowers

CIP Project Name: Public Safety Building

Project Director (Name & Title): Sheriff Matthew Crisafulli

Phone Number: 410-632-1111

Project Summary and Purpose: The construction of a Public Safety Facility

Project Location: Parcel of land adjacent to the Health Department/Jail off of Route 113 or on the 12 acres of land where the Fire Training Center is located.

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No grant funds available.

Is there a Federal or State mandate related to this project? If so, please elaborate: No Federal mandate.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Employee positions may increase due to future unfunded mandates. Utility costs would increase due to operations being in a new facility other than the government center building.

What is the useful life of the asset/project? Indefinite useful life of the building.

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design			100,000	1,250,000				1,350,000
Land Acquisition								0
Site Work				1,000,000				1,000,000
Construction				7,750,000	22,250,000			30,000,000
Equipment/Furnishings					250,000			250,000
Other - Please Specify								0
TOTAL	0	0	100,000	10,000,000	22,500,000	0	0	32,600,000

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds			100,000					100,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - General Bond to be re-paid thru VLT				10,000,000	22,500,000			32,500,000
TOTAL	0	0	100,000	10,000,000	22,500,000	0	0	32,600,000

PROJECTED OPERATING IMPACTS	0	0	0	261,500	262,500			524,000
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CIP Project Name: Public Safety Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The new building amounts are based on the new MSP Cumberland Barrack that was recently opened and the Wicomico County Public Safety Building.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Consolidation of Public Safety into one building will allow for improved coordination between departments and offices. This will also allow for future growth as mandated by the State Legislature.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

There have been no consultants used or engineering studies done as of yet.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

All of the Public Safety Departments have outgrown there existing space available.

ITEM 15

Project: Public Safety Building

Capital Expenses	FY 24	FY 25	FY 26	FY 27	FY 28	Total Operating Cost
Furnishings						0
Equipment						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	0	0	0	0	0	0

Projected Revenue Impact	FY 24	FY 25	FY 26	FY 27	FY 28	Revenue Total
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	0	0	0	0	0	0

PROJECTED OPERATING IMPACTS	0	0	0	261,500	262,500	524,000
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Project: Public Safety Building

Complete the following questions.

Operating Impacts

Employee positions.

Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

Employee positions may be increased due to future unfunded mandates.

Utility costs.

Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

Utilities would increase due to operations being in a new facility other than the government center building.

Maintenance costs.

Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Custodial and cleaning services would be needed. Maintenance costs should be very low since the building would be newly constructed.

Insurance costs.

Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

Property Insurance costs are unknown at this point in time.

Telecommunications.

Consider the potential need of telephones, copiers, and computers and hardware. List them below.

All new communications infrastructure would be part of the design and construction.

Furniture, equipment or capital outlay.

Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

Equipment and furniture are considered in the CIP Project first page of this document.

CIP Project Name: Berlin Homeowner Convenience Center - Dock Wall Replacement

Project Director (Name & Title): David Candy Solid Waste Superintendent

Phone Number: 410-632-3177

Project Summary and Purpose: Rebuild Belin Dock

Project Location: Berlin Home Owner Convenience Center

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Yes

What is the useful life of the asset/project? If built out of concrete the life would be years.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	35,000							35,000
Land Acquisition								0
Site Work								0
Construction	400,000							400,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	435,000	0	0	0	0	0	0	435,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	435,000							435,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	435,000	0	0	0	0	0	0	435,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Berlin Homeowner Convenience Center - Dock Wall Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The dock walls were built years ago, out of crested wood on one side. The other side has big concrete blocks stacked up in place of the wood. The existing wood dock has a lot of wood rot. The pole going in the ground appear to be rotted off.

Solid Waste would like to replace the dock walls with concrete walls, like we are doing at Snow Hill Convenience Center. And repave the ramp area.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

By not funding this dock project we could have a safety issue with the black top or the wall giving way.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost was estimated.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

When the new packer was installed at Berlin, we noticed the wall had a lot of dirt washed from behind it. We took a closer look and found the wall appears to have rotten support poles as well as rotten boards holding the dirt back. The black top has been patched in the past, because of the dirt washing out under it.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This is a safety issue, because of the dirt washing out from under the black top.

CIP Project Name: Public Works Fuel Facility Replacement

Project Director (Name & Title): Department of Public Works, Dallas Baker - P.E.

Phone Number: 410-632-5623

Project Summary and Purpose: Replace the aging above ground fuel facility at the Public Works Water/Wastewater treatment plant.

Project Location: 1000 Shore Lane, Berlin MD, 21811

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Personnel who use this fuel facility will have to utilize the Berlin state highway salt barn fuel facility while renovation work is in progress.

What is the useful life of the asset/project? The useful life of the fuel pumps, electronic items, and hardware is 20-25 years with regular maintenance. The useful life of the above ground fuel tanks are 25-30 years with regular maintenance.

Will this project generate revenue? No.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	350,000							350,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	350,000	0	0	0	0	0	0	350,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	350,000							350,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	350,000	0	0	0	0	0	0	350,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Public Works Fuel Facility Replacement

Complete the following questions.

Project scope.

This project is in response to the aging, deteriorated, and under sized fuel facility at the water/wastewater treatment plant. The Worcester County fleet of vehicles and the amount of users that utilize this fuel site has increased over the past 25 years. The project scope will completely replace the existing above ground fuel facility to include all electronic monitoring devices, tanks, and associated hardware with the latest state of the art equipment needed to be able to operate and supply fuel to users for many more years. The replacement site will have larger capacities and be able to handle any future expanding government use.

County benefit.

This project will benefit county staff by reducing the need to drive outside of the ocean pines area to fill vehicles and equipment with fuel. Multiple county departments utilize this fuel site. Negative impacts to delaying or not funding this project would cause users to travel outside the area and get fuel for vehicles and equipment at the state highway salt dome fuel site in Berlin.

Cost estimate (Must Be Provided).

The cost estimate was developed by consulting with outside vendors to design and quote the project work. Price increases will be a concern with this project and we have accounted for a increase in our CIP expenditure amount.

CIP Timing.

This project is requested to be completed in FY24. The fuel facility replacement was requested in the FY23 budget but removed in order to help obtain a balanced budget. The existing fuel facility has been operated beyond its useable lifespan.

Urgency.

The replacement of this fuel facility is critical so that we do not have any delay in the ability to get fuel at the northern water/wastewater site. As with anything that contains extremely hazardous materials it is paramount to prevent any type of fuel spill into the environment. This fuel facility and components are estimated to be at least 30 years old and are extremely worn out. Although this site is still fully operational, it is critical to replace the site before a leak occurs or an inspection is conducted that shuts the site down due to faults with no replacement parts.



Quotation

P.O. Box 71 Lincoln, DE 19960 | 302-422-8148 | Office@DPS.Email

8/23/22

Quotation No. TW082322A

Worcester County Public Works
6113 Timmons RD
Snow Hill, MD

Dear Worcester County Public Works:

Delmarva Petroleum Service, LLC will complete the following work at the Ocean Pines Waste Water Plant:

- Remove the existing fuel system and install new as listed below in the scope of work.

This work can be completed for a price of **\$242,740.65**. Any waste disposal will be charged at an additional rate of **\$1.85 per gallon**.

This price is good for thirty days after the above date.

This price does not include:

- Additional costs from encountering contaminated soil.
- Any soil or water samples required by the state.
- Dewatering.
- Any repairs to the existing equipment.

The customer agrees to indemnify and hold harmless Delmarva Petroleum Service, LLC from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever due to damage of unknown structures (i.e. telephone lines, cable, electrical lines and conduits, pipes, tanks).

Thank you,

Travis Walls
Delmarva Petroleum Service, LLC
302-542-9922

Accepted _____

Date _____

Scope of Work

- **Fuel System Removal**
 - Remove the existing diesel and gasoline aboveground storage tanks.
 - Remove the existing two dispensers and fuel management unit.
 - Remove the existing tank monitor unit.
 - Remove the existing concrete island, pad, and bollards.
- **Tanks**
 - Supply and install 1 new Fireguard UL-2085 6,000-gallon AST, split 4,500-gallons for gasoline and 1,500-gallons for diesel.
 - The tank will have a 2" interstitial monitoring port and double bulkhead.
 - The tank will come from the factory with remote fills and vapor recovery in spill containments.
 - The tank will include emergency venting.
 - A new 22'x12' concrete pad with 4" steel bollards will be poured for the new tank.
- **STPs and Piping**
 - 1 Red Jacket 3/4hp pump will be installed for regular unleaded gasoline.
 - 1 Red Jacket 3/4hp pump will be installed for on road diesel.
 - 1 ½" painted black steel piping will be utilized for the product piping. All piping will be aboveground.
 - 1 ½" solenoid valves with pressure relief will be installed at the pump discharge.
 - 1 ½" ball valves and impact shear valves will be installed in line.
- **Tank Monitor System and Sensors**
 - A new Veeder Root TLS-4c will be installed in place of the current Veeder Root.
 - The Veeder Root will be tied into the network for remote monitoring and report printing.
 - New 96" probes and float kits will be installed in each tank.
 - Sensors will be installed in the interstitial spaces.
 - An overfill alarm and acknowledgment switch will be installed at the tank.
- **Tank Top**
 - A 2" pressure/vacuum vent will be installed on the gasoline tank, and a standard 2" updraft vent will be installed on the diesel tank.
 - OPW mechanical gauges will be installed in both tanks.
 - Overfill prevention valves will be installed from the factory in the fills.
- **Dispensers & Fuel Management Unit**
 - 1 new Bennett 3711SNR-18 stainless steel remote dispenser with totalizer, pulse output, hose retractor, and spin on filter will be installed for the diesel.
 - 1 new Bennett 3711SNR-18 stainless steel remote dispenser with totalizer, pulse output, hose retractor, and spin on filter will be installed for the gasoline.
 - 1 OPW PK-EZR hanging hardware kit will be installed on each dispenser.
 - Each dispenser will be set on a steel pedestal with shear valve bracket for piping access.
 - A new Syntech Fuelmaster 2500plus will be installed, utilizing the existing Prokees.
- **Canopy**
 - A new 24'x24'x16' two post canopy will be installed at the fuel island.
 - The canopy will include 4 LED downlights with photocell.

-
- **Electrical and Emergency Stop**
 - All electrical piping will be tied onto at the front of the building.
 - New wiring will be pulled to all dispensers, pumps, canopy, and probes/sensors.
 - An emergency stop switch will be installed on the outside of the building.
 - **Permits and Inspections**
 - All required permits will be filed with the Fire Marshal, Worcester County, and MDE
 - All necessary inspections will be scheduled with the Fire Marshal, Worcester County, MDE, and electrical.
 - All work will be photographed throughout the progression of the job.

Bennett 3000 SERIES



Bennett
simply better

3000 SERIES SPECIFICATIONS

STANDARD FEATURES

Dimensions: Low Hose: 30" w x 60" h x 20" d
 High Hose: 30" w x 88" h x 20" d

Products: Up to 2 Products (per side)

Hoses: Up to 2 Hoses (per side)

Unit Type: Straight Grade Only

Hydraulics: Suction or Remote

Activation: Lift to Start

Displays: LCD 8-Digit 1" for Sales and Volume
 LCD 4-Digit ½" Price Per Volume

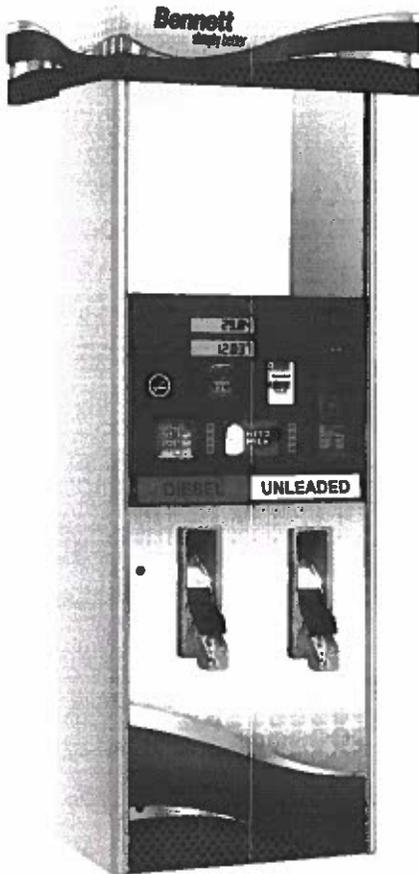
Voltage: 120/240 VAC, 50/60Hz

Flow Rate: 18-23GPM¹

Inlet / Outlet: 1.5" dia NPT / 1" dia NPT

Protocol: Bennett Open Protocol / Generic / RS485

Regulatory: UL™ Listed, Weights and Measures



¹ Flow rates are nominal rates under test conditions. Actual rates will vary subject to installation conditions, hanging hardware used, and submerged pump used if applicable.

² Payment options are only available on Front Mounted Units

OPTIONAL FEATURES

Payment Options²: A variety of payment options are available for the 3000 series dispenser depending on your needs.

- EMV-R: 7 Widescreen display with soft keys, Hybrid Chip EMV Card Reader, PCI Compliant EMV ready EPP, High Speed Receipt Printer
- Full-EMV: Full EMV payment with 7" Display (require dispenser hub board and in-store hub box)
- Credit-Alpha: 7" Widescreen display with soft keys, Dual Side Credit/Fleet Card Reader, Alphanumeric Pin-Pad, High Speed Receipt Printer
- Credit-Numeric: Numeric Credit Only Payment
- Audio: Media Kit with External Audio for 7" Displays
- NFC
- Local Preset

Stainless Steel: Optional stainless steel packages for doors, end panels, top cover, electronic cover assembly, hinged upper doors and grade panel area

Other Options: Low Hose or High Hose, Side Mount (low hose only) or Front Mount Nozzle Boots, Two-Tier Price Displays, Electro-Mechanical Totalizers, Junction Box, Pulse Output Board, Automatic Temperature Compensation, Intercom Speaker, Intercom Speaker with Call Button, Custom Graphics, Valance (high hose models)

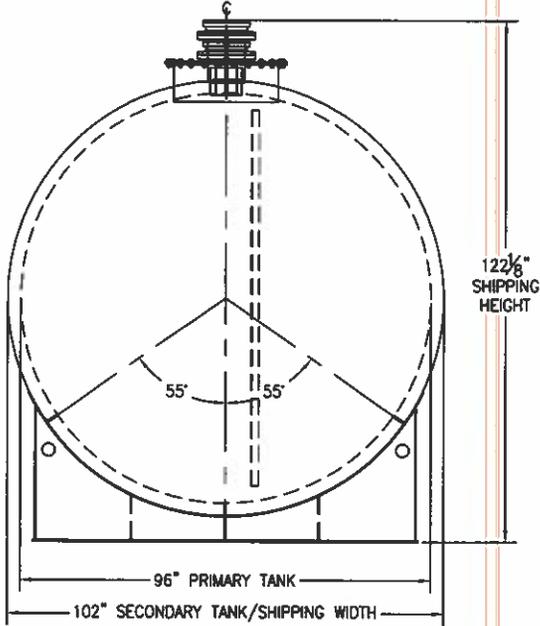
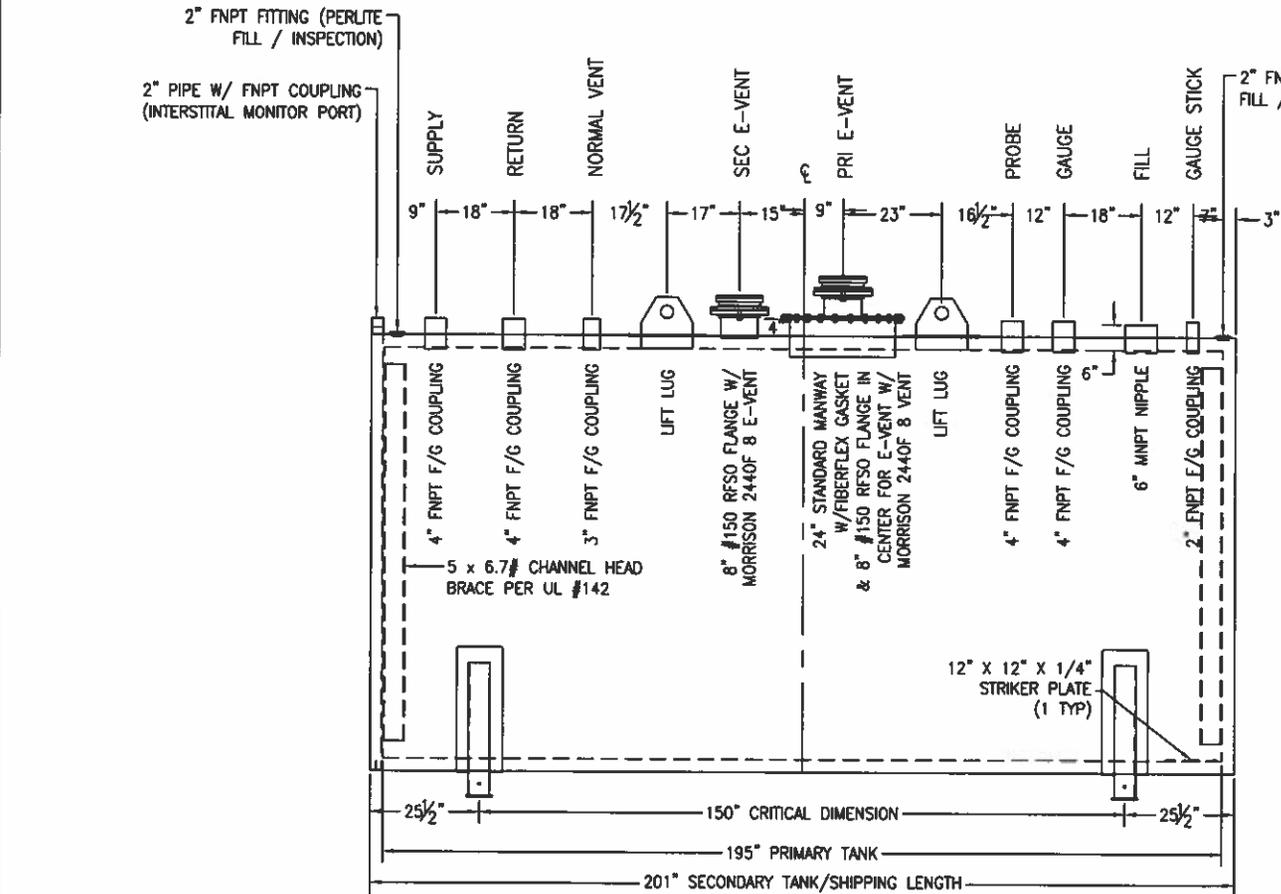
BASE MODEL NUMBER DESCRIPTIONS

1	2	3	4	5	6	7
3	8	1	2	S	N	R

1. 3000 Dispenser Series: Always "3"
2. Display Type: 7=Commercial Display | 8=Retail Display 1 Tier Prices | 9=Retail Display Two Price Tiers
3. Products: 1 or 2
4. Hose Outlets: 1, 2, or 4
5. Flow Rate: S=Standard
6. Hydraulic Details: Always N for None
7. Hydraulics: R=Remote | S=Suction | P=Suction w/ Prepay Valve(s)

Bennett
 simply better

*SADDLES ARE SEAL WELDED TO TANK



CUSTOMER APPROVAL SIGNATURE/DATE:

6,000 GALLON THERMALLY INSULATED (FIREGUARD) STORAGE TANK

SURFACE PREPARATION/COATING INFORMATION:
 INTERIOR SURFACES: SSPC-SP-3 POWER TOOL CLEAN WELDS ONLY
 REMOVE ALL LOOSE DEBRIS
 EXTERIOR SURFACES: SSPC-SP-6 COMMERCIAL BLAST
 ONE COAT WHITE URETHANE @ 5-7 MILS DFT

MATERIAL /CONSTRUCTION/ LABELING INFORMATION:
 MATERIAL: CARBON STEEL ASTM A 36 OR A 569
 MATERIAL THICKNESS: PRIMARY TANK: 1/4" PRIMARY HEADS: 1/4"
 SECONDARY TANK: 1/4" SECONDARY HEADS: 5/16"

LABELING/MARKING: UNDERWRITERS LABORATORIES UL-2085
 / STEEL TANK INSTITUTE FIREGUARD

CUSTOMER:
 PROJECT:
 AGENT:

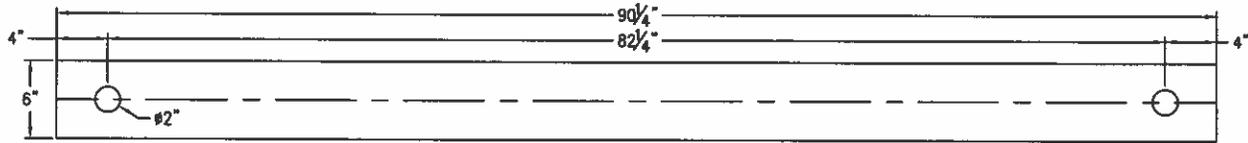


P.O. BOX 1279 GOLDSBORO, NC 27533
 PHONE: (919)751-1291 FAX: (919)751-8186

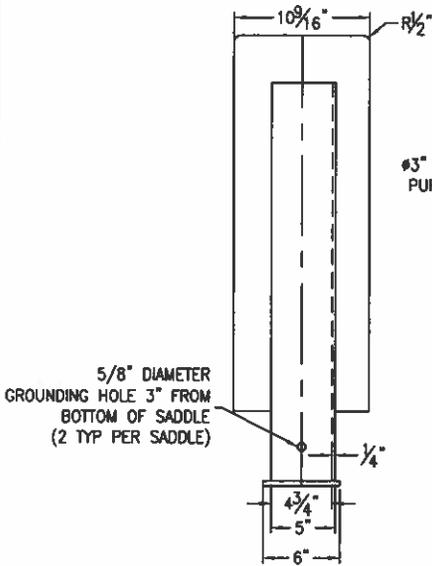
WORK NUMBER: GIFG06K96 REVISED 6/15

QUANTITY: ONE (1) REQUIRED
 WEIGHT WITHOUT PERLITE: 13,000 lbs ± 10%
 WEIGHT: 18,250 lbs ± 10%

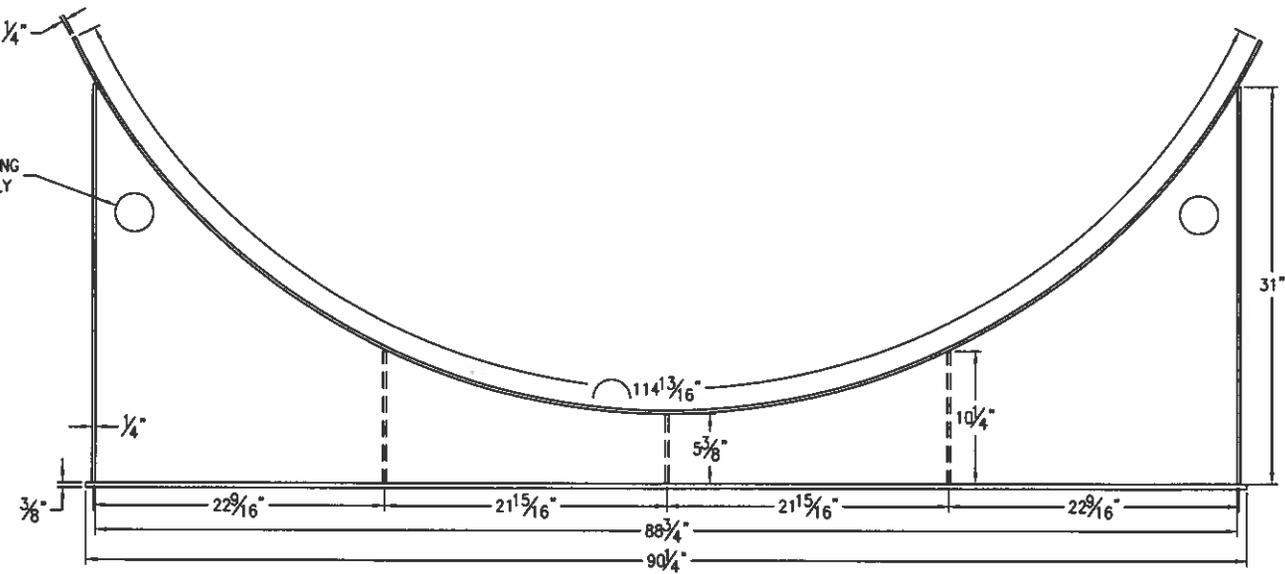
*SADDLES ARE SEAL WELDED TO TANK



BASE PLATE ANCHOR HOLE DETAIL



#3" FOR SHIPPING PURPOSES ONLY



CUSTOMER APPROVAL SIGNATURE/DATE:

6,000 GAL 6" TALL SADDLE FOR 102" DIAMETER FIREGUARD TANK

SURFACE PREPARATION/COATING INFORMATION:

MATERIAL /CONSTRUCTION/ LABELING INFORMATION:

EXTERIOR SURFACES: SSPC-SP-6 COMMERCIAL BLAST
ONE COAT WHITE URETHANE @ 5-7 MILS DFT

MATERIAL: CARBON STEEL ASTM A 36 OR A 569

CUSTOMER:
PROJECT:
AGENT:



P.O. BOX 1279 GOLDSBORO, NC 27533
PHONE: (919)751-1791 FAX: (919)751-8186

GI-S6F10206 REVISED 6/15

QUANTITY: TWO (2) REQUIRED
WEIGHT: 301 lbs ea ± 10%

ITEM 15

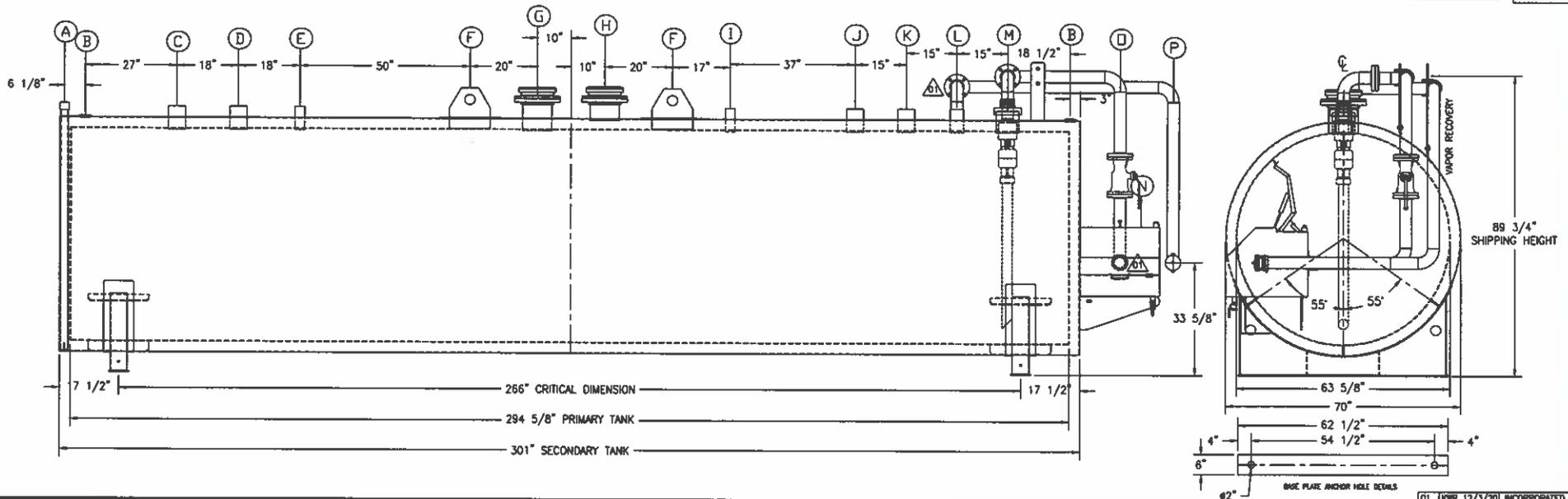
Parts List

ITEM	QTY	SIZE	RATING	TYPE	MATERIAL	PROJ. OUT	FUNCTION	ITEM	QTY	SIZE	RATING	TYPE	MATERIAL	PROJ. OUT	FUNCTION
A	1	2"	FNPT	COUPLING	C.S.	-	INTERSTITIAL MONITOR PIPE	J	1	4"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	PROBE
B	2	2"	FNPT	FITTING	C.S.	-	PERLITE FILL/INSPECTION	K	1	4"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	GAUGE
C	1	4"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	SUPPLY	L	1	3"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	VAPOR RECOVERY
D	1	4"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	RETURN	M	1	6"	MNPT	PIPE NIPPLE	C.S.	6"	FILL W/3" MORRISON 9095AA DPV & DROP TUBE
E	1	2"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	NORMAL VENT	N	1				C.S.		MORRISON 515 SPILL CONTAINER W/3" PORT
F	2	-	-	-	C.S.	-	LIFTING LUG	D	1				C.S.		FILL LINE-3" DRY DISCONNECT W/DUST CAP, 3" PIPING & BALL VALVE
G	1	8"	150#	RFSO	C.S.	9"	PRIMARY E-VENT W/MORRISON 2440 OR EQUAL						C.S.		VAPOR RECOVERY - 3" ADAPTOR W/DUST CAP, 3" SCH 40 PIPING
H	1	8"	150#	RFSO	C.S.	6"	SECONDARY E-VENT W/MORRISON 2440 OR EQUAL	P	1				C.S.		
I	1	2"	FNPT	FIREGUARD COUPLING	C.S.	6 1/2"	GAUGE STICK								

Travis Walls

Approved 12/18/20

ALL PROJECTION OUT DIMENSIONS ARE FROM THE PRIMARY TANK W/ EXCEPTION OF SECONDARY E-VENT & INTERSTITIAL MONITOR



GI 12/18/20 INCORPORATED CUSTOMER CHANGES

CUSTOMER: DPS, LLC
PROJECT: WORCESTER COUNTY BOARD OF EDUCATION
AGENT: TRAVIS WALLS

GENERAL INDUSTRIES

P.O. BOX 1279 GOLDSBORO, NC 27533
PHONE: (919)751-1791 FAX: (919)751-8186

DRAWING NUMBER: 1505680

K. ROUSE
12.3.2020

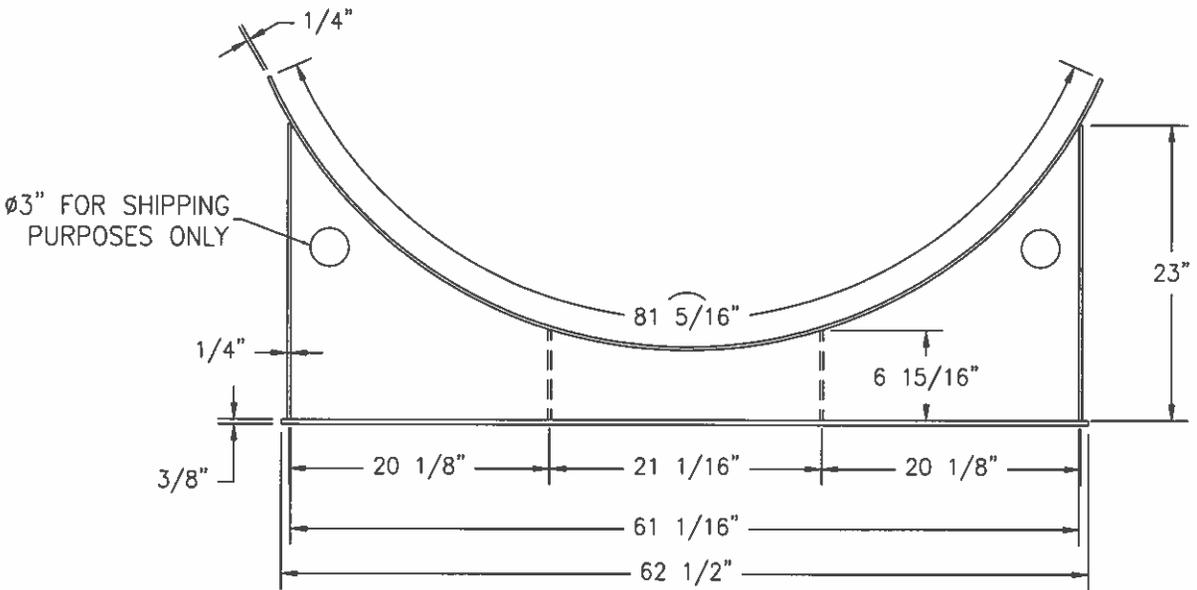
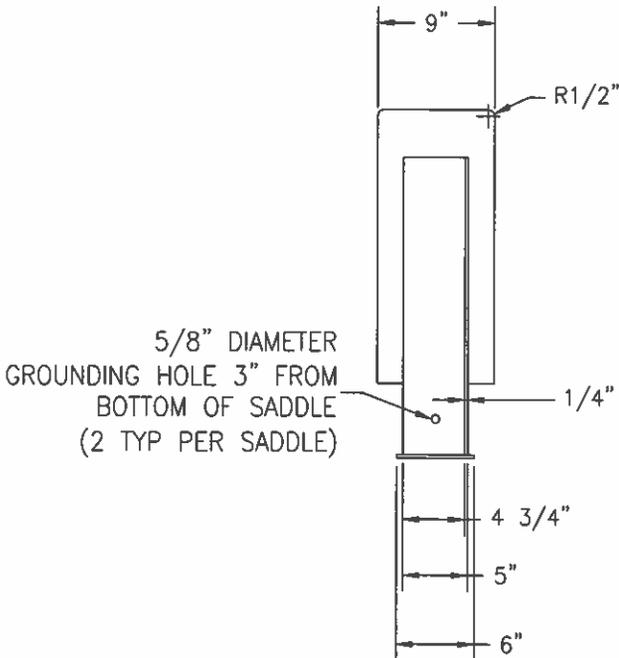
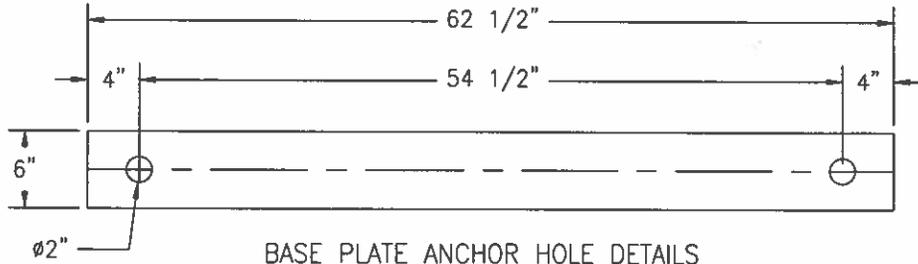
CUSTOMER APPROVAL SIGNATURE/DATE:

4000 GALLON THERMALLY INSULATED (FIREGUARD) STORAGE TANK

DESIGN DATA

OPERATING PRESSURE: ATMOSPHERIC	JOINT DESIGN: PRI./SEC. LAP WELD
SPECIFIC GRAVITY: 1.0	ALL LINEAR DIMENSIONS SHALL BE ±1/4" AND ANGULAR DIMENSIONS WITHIN ±1°
TANK MATERIAL: ASTM A36 CARBON STEEL	INTERIOR SURFACES: SSSP-SP-3 POWER TOOL CLEAN WELDS ONLY REMOVE ALL LOOSE DEBRIS
SHELL THICKNESS: PRIMARY SHELL: 7 GA, HEADS: 7 GA SECONDARY SHELL: 7 GA, HEADS: 7 GA	EXTERIOR SURFACES: SSSP-SP-6 BLAS & 5.7 MILS WHITE URETHANE
SADDLES ARE SEAL WELDED TO TANK	LABEL/MARKING: UNDERWRITERS LABORATORIES UL-142, UL-2085/ STI FIREGUARD

QUANTITY: ONE (1) REQUIRED
TANK WEIGHT WITHOUT PERLITE: 8,620 lbs ± 10%
TANK WEIGHT: 13,740 lbs ± 10%
FAST FUELER/SHIPPING WEIGHT: 14,000 lbs ± 10%



CUSTOMER APPROVAL SIGNATURE/DATE:

6 1/4" TALL SADDLE FOR 70" DIAMETER TANK

CUSTOMER: DPS, LLC
 PROJECT: WORCESTER COUNTY BOARD OF EDUCATION
 AGENT: TRANS WALLS



QUANTITY: TWO (2) REQUIRED
 SADDLE WEIGHT(EA): 200 lbs ± 10%

P.O. BOX 1279 GOLDSBORO, NC 27533
 PHONE: (919)751-1791 FAX: (919)751-8186
 DRAWING NUMBER: K. ROUSE
 1505680/1 12.3.2020

CIP Project Name: Roads - Front End Loader

Project Director (Name & Title):Kevin Lynch-Superintendent

Phone Number: 410-632-2244

Project Summary and Purpose:

Replace a 1973 Front end loader that is becoming unsafe to operate and hard to find parts to fix.

Project Location: Snow Hill Shop

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: NA

Is there a Federal or State mandate related to this project? If so, please elaborate: NA

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

General Preventative maintenance such as but not limited to, filters, oil, tires, batteries.

What is the useful life of the asset/project? 20 years

Will this project generate revenue? NA

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction								0
Equipment/Furnishings	300,000							300,000
Other - Please Specify								0
TOTAL	300,000	0	0	0	0	0	0	300,000

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	300,000							300,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	300,000	0	0	0	0	0	0	300,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Roads - Front End Loader

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

NA

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This is the main loader used at the Snow Hill shop to load our trucks with material such as stone or sand. Not funding this project will result in loss of time due to the fact another loader has be hauled to the Snow Hill shop from another one of our shops. Due to the age of this piece of equipment, parts are becoming hard to find and even at times, impossible to find. With the age of this loader, it lacks many of the safety features that newer equipment has.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Quote from a Sourcewell contract.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Not funding this piece of equipment will only result in more loss of time at the Road's Division and hinder daily operations. We use our front end loaders during winter snow storms to dig out drifts and not having a loader in the central portion of the County will result in more strain and work on the other loaders and loader operators on the North and South end's of County to cover the central portion of the County.



October 14, 2021

WORCESTER COUNTY DPW

6113 Timmons Road
Snow Hill, Maryland 21863

Attention: Travis Timmons

RE: Quote 167615-01

Dear Travis,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration.

Cat Model: 926M 3VFS Wheel Loaders with all standard equipment in addition to the additional specifications

ID# : TBD **SERIAL NUMBER** : TBD **YEAR** : 2022 **HOURS** :

MACHINE SPECIFICATIONS

Description	Reference No
926M WHEEL LOADER	541-2670
PREP PACK, UNITED STATES	430-2943
HYDRAULICS, 3V, CPLR READY, SL	541-3073
HYDRAULICS, STANDARD, SL	536-5281
STEERING, STANDARD	430-2996
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	536-5320
WEATHER, COLD START 120V	525-5964
CAB, DELUXE	549-0451
ENGINE	527-0422
SEAT, DELUXE	563-5967
RADIO, BLUETOOTH, AUX, MIC	372-1868
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, STANDARD	348-2579
TOOLBOX AUX, NONE	519-8081
QUICK COUPLER, FUSION	536-5313
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, NONE	536-5339
RIDE CONTROL	430-2859
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, CRANKCASE	349-8163
GUARD, POWERTRAIN, SIDE	425-1425
CUTTING EDGE, BOLT ON(4 PIECE)	8E-4566
WARNING, BEACON, LED STROBE	333-1425
LIGHTS, AUX, LED	559-0842
LIGHTS, ROADING, LED, RH	541-3067

ITEM 15

Description	Reference No
CARRIAGE, PAL C3/4, 62", FUS	532-8222
FORK TINE, 2.25" X 6" X 60"	371-2360
BUCKET-GP, 3.0 YD3, FUS	360-3322
MACHINE LIST PRICE	\$256,124.00
32% SOURCEWELL DISCOUNT – CONTRACT 032119-CAT	<u>\$81,959.68</u>
MACHINE SELL PRICE AFTER DISCOUNT	\$174,164.32
Additional Required Items Not Subject to Sourcewell Discount	
DELIVERY & FREIGHT	\$2,778.00
EXT WARRANTY	\$10,088.00
CSA	\$5,761.00
NET BALANCE DUE	\$192,791.32

WARRANTY/EXTENDED COVERAGE

Extended Warranty:	60 Months/5000 Hrs Powertrain + Hydraulics + Tech with Travel Time & Mileage Included
CSA	Carter will perform 500hr & 1000hr PM Filter Service in the field with TT&M included. Carter will provide Filter Kits only up to 3000hrs to customer.

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Cronshaw
Machine Sales Representative
443-783-8248

CIP Project Name: Roads - Pocomoke Shop Renovation

Project Director (Name & Title): Kevin Lynch- Superintendent

Phone Number: 410-632-2244

Project Summary and Purpose: To renovate the roads shop by installing new windows, entry way doors, flooring, lighting, new HVAC, bathroom fixtures, insulation, siding, and outside lighting, fire/security alarm, security fencing around property.

Project Location: 2152 Groton Road, Pocomoke City, MD 21851

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

NA

Is there a Federal or State mandate related to this project? If so, please elaborate:NA

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

Greatly reduce utility bills by better insulating the building, having energy efficient lighting and HVAC.

What is the useful life of the asset/project? 50 Years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	250,000	250,000						500,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	250,000	250,000	0	0	0	0	0	500,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	250,000	250,000						500,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	250,000	250,000	0	0	0	0	0	500,000

PROJECTED OPERATING IMPACTS	8,300	0	0	0	0			8,300
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CIP Project Name: Roads - Pocomoke Shop Renovation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Install new insulated siding on the exterior of the building to aid in utility cost, as well as seal up any areas that have water intruding into the building/walls. Install new security lighting on the outside of the building. Install new LED lights and new windows throughout entire building, new flooring and a drop ceiling to aid with heating/air cost in the assembly area, new HVAC, updated bathroom fixtures, hot water heater and install a shower and shower drain. Install 1,820 feet of chain-link fence around property, install 1-30 feet gate at entrance to property, install an fire/burglary alarm system on the building, as well as monitoring cameras on the outside of the building. Powerwash and repaint existing block walls in the equipment bays.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Not funding or delaying this project will only allow the building to decay more and result in more costly repair's to be needed.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Quote's from contractors. See attached documentation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

I recommend this project be completed before the front end loader replacement.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Funding of this project is at it's critical state. Currently this shop is housing 7 employees but due to the high cost in utility bills during the winter months, no heat can be used. This shop currently has no hot water heater due to the pipes freezing because no heat is being used. Currently the exterior walls leak water when it rains due to gaps under and around windows which also allow critter's and bugs inside the building. Continued use of the shop is critical to the residents on the South end of the County by allowing the storage of equipment and trucks for a quicker response after hours, as well as response time during storm/snow events. Currently the building as no type of security protecting the County property or equipment stored inside the building such as tools, signs, hand tools, 2-way radios, pickups and tractors. The property has no security fencing protecting the storage of materials outside, as well as several pieces of equipment.

BEAUCHAMP CONSTRUCTION

P.O. Box 389
900 Clarke Avenue
Pocomoke City, Maryland 21851
410-957-1100
Fax 410-957-3030
www.bbcs.net

August 23, 2022

Worcester County Roads
5764 Worcester Highway
Snow Hill, MD 21863

Attention: Mr. Kevin Lynch

Re: Proposal for upgrades to the building on Groton Road in Pocomoke.

Dear Kevin:

Thank you for considering Beauchamp Construction as contractor for the office upgrades project. We are happy to submit our budget for this work and hope this helps you with the decisions to be made.

I have tried to include everything per our walk-through with you. If you see something I missed, let me know.

For this proposal, we have included renovating the office, break room and rest room space. For the remainder of the interior, we are figuring to paint the masonry walls. We have included replacing two (2) exterior lintels and all exterior windows. The base price includes E.I.F.S. on the exterior and we have listed new exterior metal wall panels as an alternate.

Scope of Work:

- A. We will work with Worcester County Roads on sequence of construction in order to work with your schedule for moving existing furniture, lockers, equipment, etc.
- B. Beauchamp shall provide supervision for the duration of the project.
- C. Beauchamp shall provide a dumpster for the duration of the project.
- D. Remove the existing rest room, toilet, sink, electric heater, etc.
- E. Note: existing bladder tank to remain.
- F. Saw-cut and demo floor for new shower, etc. as needed. Patch the floor

as required.

- G. Remove all existing receptacles, lights, etc. We shall leave existing conduits, etc. for new fixtures, etc.
- H. Remove the office door. This door shall not be replaced.
- I. Remove all blinds and windows.
- J. Point-up existing masonry. Replace three (3) lintels. New lintels to be precast in lieu of steel.
- K. Provide framing in existing openings for new, windows. New windows to be 3'-0" x 3'-0" all vinyl. We included Eight (8) new windows.
- L. Frame a new rest room approximately 8' x 10'. This room shall accommodate the existing bladder tank, toilet, sink, shower, etc. Frame a deck over the new rest room to carry the water heater and a hard ceiling.
- M. Provide new 2" furring on all existing masonry walls in the end space for rest room, locker/break room and office – up to 12'. Install 2" rigid foam up to 12'. Frame-in existing interior window in office space.
- N. Install 5/8" drywall on all new walls and furring up to 12' up to existing ceiling in office.
- O. Provide sound batts in new rest room framed walls.
- P. Provide acoustical ceiling in locker/break room. Provide R-19 insulation over acoustical ceiling and rest room ceiling.
- Q. Note: the existing ceiling in the office space shall be removed. A drywall ceiling shall be installed under the existing framing.
- R. Provide a new 3'-0" x 6'-8" door for rest room. Door to be cut off at the bottom to allow for exhaust.
- S. Provide a new 2'-8" x 6'-8" door to replace hallway door.
- T. Provide new Plank flooring in rest room, locker/break room and office. Provide vinyl cove base on walls.
- U. Painting:
 - a. Prep and paint interior walls in office space including rest room door and new door from hallway to the adjacent equipment bay.
 - b. Repaint existing front walk door.
 - c. Paint all existing masonry walls in equipment bays. Walls to be power washed and painted with one coat of block filler and one finish coat.
- V. Plumbing:
 - a. Plumbing is existing, and will be modified as required using plastic piping (PVC/CPVC) for the installation of the following fixtures:
 - i. 1 tank type toilet
 - ii. 1 urinal
 - iii. 1 shower with faucet
 - iv. 1 sink with faucet
 - v. 1 30-gallon water heater
 - vi. Total Plumbing Budget \$8,000
- W. HVAC:

- a. Furnish and installation of two (2) mini split heat pumps with wall mounted inside units, a 9,000 btu for the office and a 15,000 btu for the larger room. These units will be controlled by handheld remote control thermostats. Each units installation will have all required refrigerant and condensate piping. The outside condensing units can be mounted to the exterior of the building on brackets.
 - b. Furnish and installation of an oversized bathroom exhaust fan, to pull in the conditioned air from the rest of the building. This unit will be rated to run continuously and should be wired to a light switch. Included with the fan is all associated ductwork and termination cap required. Submittals attached. Total HVAC Budget \$14,000
- X. Exterior work:
- a. Provide all new E.I.F.S. exterior finish system, with 1-12" rigid foam insulation. Color to be from standard color charts.
 - b. Return E.I.F.S. to all doors. Provide new weatherstripping at overhead doors.
 - c. Provide all new white painted metal fascia & gable trims.
- Y. Electric:
- a. Use existing circuits, conduits, etc. where possible.
 - b. Provide ten (10) duplex receptacles.
 - c. Provide four (4) LED lay-in ceiling lights.
 - d. Provide two (2) new LED surface-mount ceiling lights.
 - e. Provide one (1) new LED wall pack on the end of the building adjacent the exterior diesel heater circuits.
 - f. Provide strip heat in rest room on a thermostat.
 - g. Electric budget is \$5,000.00
- Z. Provide a final clean-up upon completion of the project.

Our proposed budget for the scope of work as outlined above is: One Hundred Seventy-Five Thousand and 00/100 dollars (\$175,000.00).

Exclusions:

- A. Bond, liquidated damages, permits and fees.
- B. Work on the remainder of the building.
- C. Plumbing, Mechanicals and Electrical.
- D. Evening and weekend hours.
- E. Wage scale rates.
- F. Window in rest room.
- G. New lockers.
- H. Cabinets and tops.
- I. Electric in equipment bays.
- J. Work on overhead doors.

Alternates:

- A. For exterior painted metal panels (not insulated) and trims, deduct <\$4,775.00>
- B. We can install exterior painted metal panels (furred-out with 1-1/2" rigid foam insulated) for the same price as E.I.F.S.

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

Very truly yours,

John P Chamberlain

John P Chamberlain, Project Manager
Beauchamp Construction

CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Install a sewer force main bypass line to allow untreated wastewater to flow from the Riddle Farm Service Area to the Ocean Pines WWTP for treatment. This will allow for the Riddle Farm WWTP to be bypassed during emergency plant shutdowns and future rehabilitation without the need for pumping & hauling operations. This will also eliminate the risk of sanitary sewer overflows that are a risk during plant shutdown or failure.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Looking into applying for USDA or MDE Funding sources.

Is there a Federal or State mandate related to this project? If so, please elaborate:

No direct mandates, but DPW is at risk of violating discharge permits if pumping & hauling operations continue or if a plant failure resulted in sewer overflows at the plant.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30-40 years

Will this project generate revenue? Yes, this will allow for the Riddle Farm WWTP to stay in-service during the plant rehabilitation.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	40,000							40,000
Land Acquisition								0
Site Work								0
Construction	960,000							960,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	1,000,000	0	0	0	0	0	0	1,000,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG	1,000,000							1,000,000
TOTAL	1,000,000	0	0	0	0	0	0	1,000,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and install a sewer force main running from the Riddle Farm WWTP to the Ocean Pines WWTP. This scope was determined due to the need for the interconnect of the two plants so that raw, untreated sanitary sewerage can be treated during the Riddle Farm WWTP upgrades and during emergency situations that could impact plant operations. The Riddle Farm WWTP has been having issues treating wastewater effectively over the past few years due to ineffective membranes. This project will allow for wastewater to still be treated while the plant is taken offline for rehabilitation.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. Additional plant resiliency will be introduced to the Riddle Farm Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the demand of water from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an engineering study completed by GMB. This is a project specific estimate based off of real time materials and construction costs. Costs are subject to change in the future due to market volatility and inflation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Yes, this bypass force main needs to be done first to allow for raw, untreated wastewater to be directed to another treatment plant while the Riddle Farm WWTP has to be taken offline for rehabilitation.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible so that raw wastewater flow can be routed to another WWTP while the Riddle Farm WWTP is taken offline for rehabilitation.

CIP Project Name: Riddle Farm WWTP Rehabilitation

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Rehabilitate the existing WWTP to include new membranes and aeration processes that will increase the treatment capacity of the plant. The overall purpose of this project is to provide a functional plant that has the ability to treat the flows coming to it, rather than having to pump & haul raw wastewater away due to inadequate capacity in the current membranes.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

Yes, Tri-County Grant funding has been awarded for this project.

Is there a Federal or State mandate related to this project? If so, please elaborate:

No direct mandates, but DPW is at risk of violating discharge permits if pumping and hauling operations continue.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project?

15-20 years, based off of estimated lifespan of membranes at other County-operated facilities.

Will this project generate revenue?

Yes, additional EDUs will be available as plant capacity will be increased.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	100,000							100,000
Land Acquisition								0
Site Work								0
Construction	1,600,000							1,600,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	1,700,000	0	0	0	0	0	0	1,700,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Tri County Grant	1,700,000							1,700,000
TOTAL	1,700,000	0	0	0	0	0	0	1,700,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Riddle Farm WWTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of the project was determined via an engineering report by GMB. The original membranes lasted 14 years and were replaced by membranes from an alternate supplier. These alternate membranes are failing and have already been replaced by the manufacturer. It is the intent of this project to replace the faulty membranes and add new membranes from the original membrane supplier to make the operation more reliable and capable of treating higher flows.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. Additional capacity and plant resiliency will be introduced to the Riddle Farm Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the demand of water from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an engineering study completed by GMB. This is a project specific estimate based off of real time materials and construction costs. Costs are subject to change in the future due to market volatility and inflation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Yes, bypass force main needs to be done first to eliminate pumping and hauling.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible.

CIP Project Name: Mystic Harbour Solids Handling

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Upgrades to the Mystic Harbor Solids Dewatering process which will resolve the dewatering problems at the Mystic Harbour Wastewater Treatment Plant.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Looking into applying for USDA or MDE Funding for this project.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	200,000							200,000
Land Acquisition								0
Site Work								0
Construction	2,800,000							2,800,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	3,000,000	0	0	0	0	0	0	3,000,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG	3,000,000							3,000,000
TOTAL	3,000,000	0	0	0	0	0	0	3,000,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour Solids Handling

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project includes improvement to the Mystic Harbour Wastewater Treatment Plan by construction of needed improvements to the sludge handling facilities.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This project will permanently resolve the handling of bio-solids at the Mystic Harbour Wastewater Treatment Plant and benefit the Mystic Harbor Service

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the Solids Handling improvements were taken from a 2017 Preliminary Engineering Report completed by GMB. This is a complete design, permitting, and construction cost estimate including Construction Admin and Inspection.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was on last years CIP for FY 23 but not funded.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate public utilities. The only County owned wastewater facility in this area is the Mystic Harbour Wastewater Treatment Plant. To continue well controlled economic growth in this area, these building improvements are required.

CIP Project Name: Mystic Harbour WTP Rehabilitation

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Rehabilitation of the Mystic Harbour Water Treatment plant building and equipment. The project includes rehabilitation of the exterior and interior of the Water Treatment building at Mystic Harbour. The exterior of the building needs a new roof, repair of the concrete block, painting or siding to make the building more aesthetically acceptable, and security fencing around the site to secure the property. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards. All of these repairs will extend the useful life of this building.

Project Location: Mystic Harbour

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Looking into applying for USDA or MDE funding for this project.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 40 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	200,000							200,000
Land Acquisition								0
Site Work								0
Construction	1,200,000							1,200,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	1,400,000	0	0	0	0	0	0	1,400,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG	1,400,000							1,400,000
TOTAL	1,400,000	0	0	0	0	0	0	1,400,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour WTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Mystic Harbor Water Treatment Plant was constructed in 1975 and has been in continuous use since. The building the treatment equipment is housed in has never been updated. There are holes in the roof, corroded electrical panels, corroded equipment and support. In Fall 2021, local engineering firm George, Miles, & Buhr conducted a feasibility study for rehabilitating the building. Their findings include rehabilitation of the exterior and interior of the building. The exterior of the building needs a new roof, repair of the concrete block and either painting or siding to make the building more aesthetically acceptable. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition, there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Project is required to maintain the operation of the Mystic Harbour Water system.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is from the preliminary engineering study conducted in December 2021. The estimated impact (IF NO GRANT FUNDING WERE TO BE USED) to water debt service (EDUs) will increase the rate by \$7.78 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was on last years CIP for FY 23 but not funded.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This facility is the primary supplier of water to the Mystic Harbour and West Ocean City Area.

CIP Project Name: Ocean Pines UV Disinfection

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Replacement of the UV Disinfection system at the Ocean Pines WWTP.

Project Location: Ocean Pines WWTP (Ocean Pines Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	300,000							300,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	300,000	0	0	0	0	0	0	300,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees	300,000							300,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	300,000	0	0	0	0	0	0	300,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Ocean Pines UV Disinfection

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Replacement of the UV disinfection system at the Ocean Pines WWTP.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Project is required to maintain a high quality effluent for the Ocean Pines WWTP and overall service area. This is the last treatment prior to discharge to the receiving coastal waters.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of recent estimates for similar engineering estimates for projects in Worcester County. There are no reserves, this project will be included in the Operations and Maintenance Budget for 9,550 EDU's including WHP.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is a new CIP item. Construction funding is requested in FY23 due to the anticipated degradation of the existing UV clarifier system and the lack of replacement parts to fix the system in the event of a failure.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Project is required to maintain a high quality effluent for the Ocean Pines WWTP and overall service area. This is the last treatment prior to discharge to the receiving coastal waters. Lack of a functioning UV disinfection could jeopardize the permit compliance with MDE.

CIP Project Name: Landings Water Tower Rehabilitation

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Painting and rehabilitation of the Landings Water Tower.

Project Location: Landings WTP (Landings Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Planning on applying for grant funding through MDE or USDA.

Is there a Federal or State mandate related to this project? If so, please elaborate:

No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

No

What is the useful life of the asset/project?

15-20 years, based off of estimated lifespan at other County-operated facilities

Will this project generate revenue?

No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		30,000						30,000
Land Acquisition								0
Site Work								0
Construction		550,000						550,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	580,000	0	0	0	0	0	580,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG		580,000						580,000
TOTAL	0	580,000	0	0	0	0	0	580,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Landings Water Tower Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Repainting, and miscellaneous improvements to the Landings Water Tower. Scope was determined by the County's tank consultant MBW tanks.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of an important water storage tower

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Estimate developed from water tower inspection in December 2021 and historical costs from other tower painting projects. The estimated impact to water debt service (EDUs) will increase the rate by \$24.17 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Second time on CIP

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase rehabilitation cost.

CIP Project Name: Riddle Farm Water Tower Rehabilitation, painting and lowering

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Painting, Lowering and rehabilitation of the Riddle Farm Water Tower in order to extend the life of the Riddle Farm Water Tower and to lower the tower and bring it to the same hydraulic elevation as surrounding service areas.

Project Location: Riddle Farm WTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

Planning on applying for funding through MDE or USDA.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 15-20 years

Will this project generate revenue?

Yes, this will allow for efficient operations of the Riddle Farm WTP; hence allowing for water production for the service area.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		50,000						50,000
Land Acquisition								0
Site Work								0
Construction		600,000						600,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	650,000	0	0	0	0	0	650,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG		650,000						650,000
TOTAL	0	650,000	0	0	0	0	0	650,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Riddle Farm Water Tower Rehabilitation, painting and lowering

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Repainting, lowering and miscellaneous improvements to the Riddle Farm Water Tower

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of an important water storage tower. Lowering the tower will allow for better compatibility with adjoining service areas.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an inspection done by the County's trusted water tower consultant, MWB Tanks.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

No change in timing.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase rehabilitation cost.

CIP Project Name: Mystic Harbour Effluent Connection to Assateague Greens

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant via spray irrigation land disposal at the Assateague Greens golf facility. The connection would allow for additional effluent disposal capabilities for the network. Overall, this project could present the service area with about 48,000 gpd (160 EDUs) of capacity via the increase in area for land disposal.

Project Location: Mystic Harbour

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

No

Is there a Federal or State mandate related to this project? If so, please elaborate:

No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

No

What is the useful life of the asset/project?

30 years

Will this project generate revenue?

Yes, this will free up the sale of additional EDU's currently limited at the Landings, Mystic, and Assateague Point service areas due to inadequate effluent disposal capacity.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		50,000						50,000
Land Acquisition								0
Site Work								0
Construction		950,000						950,000
Equipment/Furnishings								0
Other - Please Specify								0

TOTAL	0	1,000,000	0	0	0	0	0	1,000,000
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SOURCES OF FUNDS								
General Fund								0
User Fees		1,000,000						1,000,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0

TOTAL	0	1,000,000	0	0	0	0	0	1,000,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour Effluent Connection to Assateague Greens

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant via installation of a spray irrigation land disposal facility at the Assateague Greens golf facility. The connection would allow for additional effluent disposal capabilities for the network. The scope would include the engineering design and construction of the spray irrigation facility while reusing any viable irrigation equipment already being used by the golf facility. Also included would be the dredging and lining of an existing onsite holding pond (for effluent storage) and the sewer line connection to the existing effluent transmission line located along Rt. 611.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of. Negative impacts would simply mean limited development and potentially a hold on the sale of EDUs.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of similar spray irrigation installs and utility connection projects that have recently takenplace in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New CIP item, this is listed sooner due to the urgent need for effluent disposal capacity in the Mystic, Landings, and Assateague Point service areas.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible

CIP Project Name: Mystic Harbour Storage Building

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Rehabilitation of the Mystic Harbour Storage Building in order to provide a conditioned space for safe storage of Water and Wastewater Division equipment.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Planning on applying for funding through MDE or USDA.

Is there a Federal or State mandate related to this project? If so, please elaborate:No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?No

What is the useful life of the asset/project? 30 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		50,000						50,000
Land Acquisition								0
Site Work								0
Construction		650,000						650,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	700,000	0	0	0	0	0	700,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG		700,000						700,000
TOTAL	0	700,000	0	0	0	0	0	700,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour Storage Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of the project is to provide the needed improvements to the on-site storage building. Scope was determined by a Preliminary Engineering Report completed by GMB for the rehabilitation of a deteriorating, flood prone building.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The storage building at the Mystic Harbour Waste Water Plant is unusable due to frequent flooding. A low finished floor elevation plus poor site grading around the building cause runoff to enter the building through the doors. Any equipment or materials stored in the build become ruined during rain events. In Fall 2021, local engineering firm George, Miles, & Buhr conducted a feasibility study for rehabilitating the building. Their findings include raising the finished floor elevation, replacing the door & window hardware, and regrading around the building to stop water from entering.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the Storage Building was taken from a preliminary engineering study conducted by George, Miles, & Buhr in December 2021. The estimated impact to sewer debt service (EDUs) will increase the rate by \$7.00 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects. There would be no impact to rates if grant funding covering the entire project were to become available.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was on last years CIP for FY 23 but not funded. This project still needs to be completed in order to provide equipment storage at the site; however, it is more critical to complete the Solids Handling project at Mystic Harbor first.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate public utilities. The only Countyowned wastewater facility in this area is the Mystic Harbour Wastewater Treatment Plant. To continue well controlled economic growth in this area, these building improvements are required.

CIP Project Name: River Run Sewer Interconnection to Ocean Pines

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Interconnect the River Run and Ocean Pines Sewer systems via the installation of a new sewer line. This will allow for the River Run lagoon liner to be replaced while still treating the service area's wastewater via the Ocean Pines WWTP. In the future, this interconnect allows for redundancy in the event of an emergency or unexpected shutdown of one of the connected plants.

Project Location: River Run WWTP (River Run Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 40 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						100,000
Land Acquisition								0
Site Work								0
Construction			1,100,000					1,100,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	100,000	1,100,000	0	0	0	0	1,200,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds		100,000	1,100,000					1,200,000
General Bonds								0
Other - Please Specify								0
TOTAL	0	100,000	1,100,000	0	0	0	0	1,200,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: River Run Sewer Interconnection to Ocean Pines

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves the interconnection of the River Run and Ocean Pines Sewer systems via the installation of a new sewer line. This will allow for the River Run lagoon liner to be replaced while still treating the service area's wastewater via the Ocean Pines WWTP. In the future, this interconnect allows for redundancy in the event of an emergency or unexpected shutdown of one of the connected plants.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This interconnection allows for redundancy in the event of an emergency, unexpected shutdown, or maintenance of one of the connected plants. As a result of this interconnection, sewer flows can be directly sent to a connected treatment plant during shutdown periods which will avoid the need for expensive and intrusive pumping & hauling operations.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Estimate developed from recent force main installs in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on CIP, requesting the interconnection sooner due to the need to send wastewater flow elsewhere for treatment during the River Run lagoon liner replacement. Once this project is complete, the raw wastewater from River Run can be directed to Ocean Pines for treatment while the River Run WWTP is take offline for the liner rehabilitation.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Not funding this project will lead to extremely high pumping & hauling costs that would be incurred during the River Run lagoon liner replacement. The need to resort to pumping & hauling operations could also open up the County to violation of the MDE permit regulations for the treatment plant.

CIP Project Name: River Run Replacement Liner

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Replacement of the liner at the River Run lagoon.

Project Location: River Run WWTP (River Run Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30 years, based off of estimated lifespan of liners at other County-operated facilities.

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						100,000
Land Acquisition								0
Site Work								0
Construction			1,100,000					1,100,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	100,000	1,100,000	0	0	0	0	1,200,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees		100,000						100,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds			1,100,000					1,100,000
General Bonds								0
Other - Please Specify								0
TOTAL	0	100,000	1,100,000	0	0	0	0	1,200,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: River Run Replacement Liner

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Replacement of the liner at the River Run WWTP Lagoon. Current liner is at the end of its useful life with increasing repair costs every year. Scope is based off of the need for an replacement of the Hypolon liner with a more durable 100 mil thick HDPE liner.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of this lagoon will allow for continued operations of a critical WWTP in the County's network. A replacement liner will lessen the risk of breaks and tears which cost money to repair and open the potential for fines from MDE.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Estimate developed from recent costs to replace other pond/lagoon liners in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on CIP, requesting this liner sooner due to the increasing costs and frequency of tears/breaks in the existing lagoon liner.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase repair cost to the existing liner. Leaks due to tears/breaks can also open the County up to liability and fines with MDE.

CIP Project Name: Assateague Point Replacement Liner

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Replacement of the liner at the Assateague Point WWTP Lagoon.

Project Location: Assateague Point WWTP (Assateague Point Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

No

Is there a Federal or State mandate related to this project? If so, please elaborate:

No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

No

What is the useful life of the asset/project?

30 years, based off of estimated lifespan of liners at other County-operated facilities

Will this project generate revenue?

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						100,000
Land Acquisition								0
Site Work								0
Construction			600,000					600,000
Equipment/Furnishings								0
Other - Please Specify								0

TOTAL	0	100,000	600,000	0	0	0	0	700,000
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SOURCES OF FUNDS								
General Fund								0
User Fees		100,000						100,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds			600,000					600,000
General Bonds								0
Other - Please Specify								0

TOTAL	0	100,000	600,000	0	0	0	0	700,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Assateague Point Replacement Liner

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Replacement of the liner at the Assateague Point WWTP Lagoon. Current liner is at the end of its useful life with increasing repair costs every year. Scope is based off of the need for an in-kind replacement of the liner at the lagoon.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of this lagoon will allow for continued operations of a critical WWTP in the County's network. A replacement liner will lessen the risk of breaks and tears which cost money to repair and open the potential for fines from MDE.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Estimate developed from recent costs to replace other pond/lagoon liners in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on CIP, requesting this liner sooner due to the increasing costs and frequency of tears/breaks in the existing lagoon liner.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase repair cost to the existing liner. Leaks due to tears/breaks can also open the County up to liability and fines with MDE.

CIP Project Name: Mystic Harbour Effluent Connection to Riddle Farm Lagoon

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Connection of the Mystic Harbor Effluent Discharge to the Riddle Farm WWTP lagoon via installation of a force main. This will allow for interconnectivity of the plants during emergency situations while also allowing Mystic to utilize excess effluent discharge capacity already available within the Riddle Farm Lagoon.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		200,000						200,000
Land Acquisition								0
Site Work								0
Construction			2,800,000					2,800,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	200,000	2,800,000	0	0	0	0	3,000,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds		200,000	2,800,000					3,000,000
General Bonds								0
Other - Please Specify								0
TOTAL	0	200,000	2,800,000	0	0	0	0	3,000,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour Effluent Connection to Riddle Farm Lagoon

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Design and construction of a force main to allow the connection of the Mystic Harbor Effluent Discharge to the Riddle Farm WWTP lagoon via installation of a force main. This will allow for interconnectivity of the plants during emergency situations while also allowing Mystic to utilize excess effluent discharge capacity already available within the Riddle Farm Lagoon.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

By interconnecting, Public Works would have the ability to store treated effluent during extreme weather events without sending the flow to the Ocean City WWTP (where it would have to be treated again). There is a cost saving to the rate payers by not having to pay for treatment and disposal fees from the Town of Ocean City.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of similar utility force main projects that have recently taken place in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New CIP item, this is listed sooner due to the urgent need for effluent disposal capacity in the Mystic, Landings, and Assateague Point service areas.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of.

CIP Project Name: Mystic Harbour Effluent Disposal Expansion

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works

Phone Number: 410-632-5623

Project Summary and Purpose: Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant by tying in the Assateague Point and Landings WWTP systems. This will allow for additional effluent disposal capabilities for the network.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Looking to apply for grant funding through MDE or USDA.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 30 years

Will this project generate revenue? Yes, this will free up the sale of additional EDU's currently limited at the Landings development due to inadequate effluent disposal capacity.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				100,000				100,000
Land Acquisition								0
Site Work								0
Construction				2,000,000				2,000,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	0	0	2,100,000	0	0	0	2,100,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG				2,100,000				2,100,000
TOTAL	0	0	0	2,100,000	0	0	0	2,100,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Mystic Harbour Effluent Disposal Expansion

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant by tying in the Assateague Point and Landings WWTP systems. This will allow for additional effluent disposal capabilities for the network. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of. Negative impacts would simply mean limited development and potentially a hold on the sale of EDUs.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of similar utility connection projects that have recently taken place in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New CIP item, this is listed sooner due to the urgent need for effluent disposal capacity in the Mystic, Landings, and Assateague Point service areas.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of.

CIP Project Name: Newark WTP Rehabilitation

Project Director (Name & Title): Dallas Baker Jr., P.E. - Director of Public Works
Phone Number: 410-632-5623

Project Summary and Purpose: Replacement of the Newark Water Treatment plant building and equipment as the existing treatment plant is nearing the end of its useful life.

Project Location: Newark WTP (Newark Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Looking into applying for funding through USDA or MDE grants.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 40 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				150,000				150,000
Land Acquisition								0
Site Work								0
Construction					2,850,000			2,850,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	0	0	150,000	2,850,000	0	0	3,000,000

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG				150,000	2,850,000			3,000,000
TOTAL	0	0	0	150,000	2,850,000	0	0	3,000,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Newark WTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The current Newark WTP and building was put into service in 1971. While numerous upgrades have been made over the last 50 years, the plant is nearing the end of its useful life. A new WTP building will need to be built at an undetermined site so that the existing plant can remain in-service during construction. As part of a new WTP construction, at least one new supply well will need to be constructed.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Project is required to maintain the operation of the Newark Water Treatment Plant to continue to efficiently serve the Newark Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of recent estimates for similar engineering estimates for projects in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is a new CIP item. Construction funding is added for the last year of the CIP. Engineering/design funding is requested in FY27 in order to have construction documents and permitting complete prior to bidding for construction.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This facility is the only supplier of water to Newark Area and needs to be replaced in order to maintain plant resiliency. It is critical to fund the engineering/design/permitting phases sooner as plan development and permitting with the State may take an extended period of time.

CIP Project Name: Landfill - Leachate Storage Tank

Project Director (Name & Title): David Candy, Solid Waste Superintendent

Phone Number: 410-632-3177

Project Summary and Purpose: Additional leachate storage.

Project Location: Central Site Landfill

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

I'm not aware of any grants at this time.

Is there a Federal or State mandate related to this project? If so, please elaborate: MDE

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The funds would be coming from the Enterprise Fund.

What is the useful life of the asset/project? Useful life is 40 years with proper maintenance.

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	25,000							25,000
Land Acquisition								0
Site Work								0
Construction	507,000							507,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	532,000	0	0	0	0	0	0	532,000

SOURCES OF FUNDS								
General Fund								0
User Fees	532,000							532,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	532,000	0	0	0	0	0	0	532,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Landfill - Leachate Storage Tank

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The existing leachate tank has a capacity of 500,000 gallons of leachate. The tank was designed to be expanded, as the landfill grows. The existing tank can be expanded to increase the total capacity to 788,000 gallons.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Negative impact could be fines from MDE, if we needed the storage and didn't have it.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

We contacted the tank company for a budget number.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

MDE requires landfills to have 20 days of leachate storage capacity. The existing tank was designed in 2013 and built in 2014. EA Engineering noted at that time, when cell 5 is built the tank would need to be added on to, to handle the increase in leachate from cell 5. The existing leachate capacity was approved based on the assumption of hauling off 16,000 gallons a day. The last few years we have been getting an excessive amount of rain fall, which can make it hard to keep up hauling leachate to the waste water treatment plants.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project should be considered necessary at this time. Delay of this project and the recent impacts of increased storm intensity results in challenges for leachate hauling. The alternative to expanding the leachate tank would be to cap and close the existing leachate cells. Cap and closure would be approximately \$4M per cell.

CIP Project Name: Administration Scale House Renovation & Addition

Project Director (Name & Title): David Candy Solid Waste Superintendent

Phone Number: 410-632-3177

Project Summary and Purpose: Administration Scale House Renovation and Addition.

Project Location: Central Site Landfill

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

Not that I'm aware of at this time.

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? None

What is the useful life of the asset/project? 30 years or more with regular maintenance.

Will this project generate revenue? The building and scales take in all the landfill revenue.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		60,000						60,000
Land Acquisition								0
Site Work								0
Construction		1,080,000						1,080,000
Equipment/Furnishings		60,000						60,000
Other - Please Specify								0
TOTAL	0	1,200,000	0	0	0	0	0	1,200,000

SOURCES OF FUNDS								
General Fund								0
User Fees		1,200,000						1,200,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	0	1,200,000	0	0	0	0	0	1,200,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Administration Scale House Renovation & Addition

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Renovate and construct an addition to the existing scale house/administration office at the landfill.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The project will benefit the recycling, landfill administrative employees and the citizens of Worcester County. When the citizens of Worcester County come in to get there house hold permits and or to pay there tipping fee. They won't have to find there way to the counter. The administration employees need separation from the landfill employees and the citizens of the county. The way it works now people walk in off the street, and come sit down in your office and start talking unannounced. The building hasn't been renovated in over 20 years and needs updating to be in ADA compliance.

The negative impact to the Enterprise Fund is the longer we wait to do the construction the more it will cost.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The project hasn't been design at this point. The cost estimated is based on the scope of work and pervious building costs.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was added for FY23 and FY24. I would like to push it back to FY25, because of another project on the landfill that is more important. I feel that the expansion of the leachate tank is more important than the office renovation. I feel we should look in to adding on to the existing leachate tank, to give the landfill more storage for leachate. At this time the leachate tank has a capacity of 500,000 gallons, the tank can be added on to so it will have a capacity of 750,000 gallons. With all the old cells being open and cell 5 having so much open semi flat area, with periods of heavy rain we may not having enough storage. Which in turn could lead to the tank over flowing, and a environmental issue.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is not critical, but the building needs to have updates done when the funds are available.

CIP Project Name: Recreation Center - HVAC Replacement

Project Director (Name & Title): Kelly Rados, Director Recreation & Parks

Phone Number: 410-632-2144

Project Summary and Purpose:

This project will include a complete replacement of the existing ground mounted packaged rooftop HVAC units for the gym arena at the Recreation Center..

The current gymnasium HVAC units are undersized and inadequate. They are 18 years old and at the end of their useful life expectancy of 15 to 18 years.

Project Location: Worcester County Recreation Center, 6030 Public Landing Road, Snow Hill, MD 21863

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: N/A

Is there a Federal or State mandate related to this project? If so, please elaborate: No

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? General preventative maintenance and continued maintenance repairs

What is the useful life of the asset/project? 20 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	960,000					300,000		1,260,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	960,000	0	0	0	0	300,000	0	1,260,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	960,000					300,000		1,260,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	960,000	0	0	0	0	300,000	0	1,260,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Recreation Center - HVAC Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves a complete replacement of the two current ground mounted packaged rooftop units and incorporating single zone VAV (supply and exhaust fans) control strategies on the same. This will require removal of each ground mounted packaged rooftop unit. The new units would incorporate variable frequency drives on the supply and exhaust air fans for a single zone VAV operations. The project had an analysis completed in 2018 that included a detailed scope of the project and recommendations.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This project would benefit citizens that utilize the Recreation Center facility, addressing comfort complaints while attending and participating in Recreation programs and events. Not funding or delaying the project could result in decreased attendance and registration to programs and unsatisfactory working conditions to employees. Delaying the project would result in increased costs in trying to maintain the current systems and overall increased project costs due to construction costs continuing to increase.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate was provided to us by Gipe Associates, Inc. Consulting Engineers. Gipe provided an HVAC Systems Analysis in 2018 this project. They recently provided us with an updated cost estimate based on actual bids for construction projects similar to what is needed for the Recreation Center, including projections for increased costs of construction. Concerns with my estimate would be the continued rising costs of construction and materials.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The condenser coils on the outside HVAC units are in bad shape and were scheduled for replacement 4 - 5 years ago. \$300,000 was earmarked, at the time, for the Recreation Center - HVAC improvements in assigned funds, when the coil replacements were in the works. This work was never completed as pricing came back to high. The units have now aged out and are not worth spending \$30-\$40K per unit for replacement coils.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The current HVAC units are not able to maintain the temperatures for the gym arena. The existing cooling set point of 80 degrees is inappropriate for a multipurpose area of this size related to temperature/humidity performance. Prolonging the project will incur additional maintenance costs and overall increased project costs.

CIP Project Name: Snow Hill Middle School/Cedar Chapel Special School - Roof Replacement

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: Demolish existing and install new built-up roof at Snow Hill Middle School (90,000 square feet) and Cedar Chapel Special School (17,175 square feet). Existing roof at Snow Hill Middle School is 28-years-old and the existing roof at Cedar Chapel Special School is 36-years-old.

Project Location: Snow Hill Middle School, 522 Coulbourne Lane, Snow Hill, MD. 21863
Cedar Chapel Special School, 510 Coulbourne Lane, Snow Hill, MD. 21863

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State School Construction funding will be provided through the Interagency Commission on School Construction (IAC) for both design and construction.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? We anticipate decreased utility costs at Snow Hill Middle School and Cedar Chapel Special School following completion of the project due to an improvement of the building envelope insulation characteristics. Ongoing maintenance has increased over recent years to address roof deficiencies; the maintenance requirements will be mitigated following installation of the new roof.

What is the useful life of the asset/project? 30-40 years.

Will this project generate revenue? No.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	119,000							119,000
Land Acquisition								0
Site Work								0
Construction		3,920,700						3,920,700
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	119,000	3,920,700	0	0	0	0	0	4,039,700

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match	39,000	1,867,000						1,906,000
State Loan								0
Assigned Funds	80,000	2,053,700						2,133,700
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	119,000	3,920,700	0	0	0	0	0	4,039,700

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Snow Hill Middle School/Cedar Chapel Special School - Roof Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Snow Hill Middle School and Cedar Chapel Special School roofs. The deteriorating condition of the roofs has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement project (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Snow Hill Middle/Cedar Chapel Special School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a roof replacement project at Pocomoke Elementary School.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the Snow Hill Middle School and Cedar Chapel Special School roofs continues to deteriorate over time. The project is the

ITEM 15

CIP Project Name: Buckingham Elementary Replacement School

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: A feasibility Study for the Buckingham Elementary School project began in July 2022. The Study will document existing building, site and instructional deficiencies at Buckingham Elementary School and will provide options to address those deficiencies (Replacement School on site, Replacement School off-site or Renovation/Addition to existing school). The Study is scheduled to be complete and presented to the Worcester County Board of Education in December 2022, to the State Interagency Commission on School Construction (IAC) in December 2022 and to the Worcester County Commissioners in March 2023.

Project Location: Buckingham Elementary School, 100 Buckingham Road, Berlin, MD 21811

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State school construction funding will be requested through the Interagency Commission on School Construction (IAC). Based on preliminary school size and cost estimates for construction scheduled to begin in 2026, the current State funding allocation for the project is \$17,182,000.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Either through a Replacement School or a Renovation/Addition project, the Buckingham Elementary project will provide more square footage than the existing 49,000 square feet. However, with energy efficiency elements included in the future design and new building systems requiring minimal maintenance costs, impact on general funds is not expected to rise significantly.

What is the useful life of the asset/project? 30-50 years.

Will this project generate revenue? No.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	1,246,537	1,215,921	159,201	191,237	327,836		81,959	3,222,691
Land Acquisition								0
Site Work								0
Construction				20,517,175	35,172,300		8,793,075	64,482,550
Equipment/Furnishings				140,804	3,022,978		60,345	3,224,127
Other - Construction Manager, Commissioning		89,138	423,209	1,116,751	1,674,524		963,606	4,267,228
TOTAL	1,246,537	1,305,059	582,410	21,965,967	40,197,638	0	9,898,985	75,196,596

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match	807,393	686,607		7,844,000	7,844,000			17,182,000
State Loan								0
Assigned Funds	439,144	618,452	582,410					1,640,006
Private Donation								0
Enterprise Bonds								0
General Bonds				14,121,967	32,353,638		9,898,985	56,374,590
Other - Please Specify								0
TOTAL	1,246,537	1,305,059	582,410	21,965,967	40,197,638	0	9,898,985	75,196,596

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Buckingham Elementary Replacement School

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Buckingham Elementary School project began in July 2022 with the Feasibility Study. The Study will provide a comprehensive evaluation of the existing school, providing data on the schools' condition, systems and instructional deficiencies. The Study will also provide the architectural/engineering recommendation regarding renovation and addition to the existing school or construction of a replacement school.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the Buckingham construction project will provide current and future students, faculty and Buckingham Elementary parents and community with a complete upgrade to the existing 44-year-old facility.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. As the Feasibility Study has just recently started, projected replacement/renovation school size and the associated cost estimates are very preliminary. Estimated costs for Architectural/Engineering design, Construction Management and Construction Contracts are preliminary; none of these contracts have been negotiated or signed.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Buckingham Elementary School project request timing is consistent with previous Board of Education and County Capital Improvement Programs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Buckingham Elementary is a 44-year-old facility with aging structural/mechanical/electrical systems and five portable classrooms utilized for instructional

CIP Project Name: Pocomoke Elementary School - Roof Replacement

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: Demolish existing and install new built-up roof at Pocomoke Elementary School (52,512 square feet). Existing roof at Pocomoke Elementary School is 29-years-old.

Project Location: Pocomoke Elementary School, 2119 Pocomoke Beltway, Pocomoke, MD. 21851

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State School Construction funding will be provided through the Interagency Commission on School Construction (IAC) for both design and construction.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? We anticipate decreased utility costs at Pocomoke Elementary School following completion of the project due to an improvement of the building envelope insulation characteristics. Ongoing maintenance has increased over recent years to address roof deficiencies; the maintenance requirements will be mitigated following installation of the new roof.

What is the useful life of the asset/project? 30-40 years.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						100,000
Land Acquisition								0
Site Work								0
Construction			1,998,000					1,998,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	100,000	1,998,000	0	0	0	0	2,098,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match		50,000	952,000					1,002,000
State Loan								0
Assigned Funds		50,000	1,046,000					1,096,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	0	100,000	1,998,000	0	0	0	0	2,098,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Pocomoke Elementary School - Roof Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Pocomoke Elementary School roof. The deteriorating condition of the roof has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement project (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Pocomoke Elementary School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a roof replacement project at Worcester Technical High School.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the Pocomoke Elementary School roof continues to deteriorate over time. The project is the third in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).

CIP Project Name: New Central Office Building

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: Worcester County Public Schools' Central Office operations are currently located in the old Worcester High School. This building was constructed in 1952. There have been no major renovation or addition projects to the building. The existing and original building systems, including water, sewer, electrical and mechanical, have surpassed their expected life. The building will require major systemic upgrades over the next few years in order for the building to remain a viable space for Central Office operations. This project is a preliminary evaluation of required space requirements for a future new Central office facility and the associated costs.

Project Location: Worcester County Schools Central Office, 6270 Worcester Highway, Newark, MD. 21841

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: There are no grants available at this time.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Without the construction of a new Central Office facility, energy and maintenance costs required to maintain the existing 70-year-old Central Office will continue to increase annually. A new Central Office building will provide energy efficiency elements, reducing existing energy costs, and new building systems requiring minimal maintenance costs.

What is the useful life of the asset/project? 50+ years.

Will this project generate revenue? No.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		773,900	429,946	110,880	190,080			1,504,806
Land Acquisition								0
Site Work								0
Construction				11,609,177	19,901,450			31,510,627
Equipment/Furnishings					752,403			752,403
Other - Please Specify Construction Manager			271,588	410,079	732,850			1,414,517
TOTAL	0	773,900	701,534	12,130,136	21,576,783	0	0	35,182,353

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds		773,900	701,534					1,475,434
Private Donation								0
Enterprise Bonds								0
General Bonds				12,130,136	21,576,783			33,706,919
Other - Please Specify								0
TOTAL	0	773,900	701,534	12,130,136	21,576,783	0	0	35,182,353

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: New Central Office Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

WCPS developed a Preliminary Space Study in September 2022. The Space Study calculated existing square footage for each department within Central Office and projected future square foot requirements. The Study differentiated office space requirements from warehouse space requirements. The Study will be provided to the Project Architect as an initial step in developing a more detailed Space Summary for design of the proposed new building.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the New Central Office construction project will provide current and future school leadership, instructional, finance, technology, transportation, food services, maintenance and facilities personnel with a complete upgrade to the existing 70-year-old facility to provide support to our 14 schools.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects over the past twenty years. As this is a brand new CIP project, the required size of the new Central Office facility and the associated cost estimates are very preliminary. The preliminary cost estimate provides unique projected square foot costs for office space and for warehouse space. Estimated costs for Architectural/Engineering design, Construction Management and Construction Contracts are preliminary; none of these contracts have been negotiated or signed.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is a new County Capital Improvement Program project. No school construction project is dependent on the completion of this project.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the existing WCPS Central Office building is a 70-year-old structure with aging structural/mechanical/electrical systems and has far exceeded its life expectancy with no major building or systemic upgrades. Maintenance and repair costs will only increase as the building systems continue to age.

CIP Project Name: Worcester Technical High School - Roof Replacement

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: Demolish existing roof and install new roof at Worcester Technical High School. The existing shingle roof at Worcester Technical High School will be 20-years-old when this project is scheduled to be executed in summer 2027.

Project Location: Worcester Technical High School, 5290 Worcester Highway, Newark, MD 21841

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State School Construction funding will be provided through the Interagency Commission on School Construction (IAC) for both design and construction.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? We anticipate decreased utility costs at Worcester Technical High School following completion of the project due to an improvement of the building envelope insulation characteristics. Ongoing maintenance has increased over recent years to address roof deficiencies; the maintenance requirements will be mitigated following installation of the new roof.

What is the useful life of the asset/project? 30-40 years.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				207,000				207,000
Land Acquisition								0
Site Work								0
Construction					5,328,000			5,328,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	0	0	0	207,000	5,328,000	0	0	5,535,000

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match				103,500	2,586,500			2,690,000
State Loan								0
Assigned Funds				103,500	2,741,500			2,845,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - Please Specify								0
TOTAL	0	0	0	207,000	5,328,000	0	0	5,535,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Worcester Technical High School - Roof Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Preliminary scope is to replace the shingle system roof at Worcester Technical High School with a metal roof system (the original design intent roofing system for the school). Due to ongoing roof issues, WCPS requested and received a Limited Building Enclosure Evaluation for WTHS in January 2022 from an independent roofing manufacturer. The Evaluation identified deterioration of sheathing due to air space limitations, insufficient ventilation throughout the roof system and valley flashing issues. The Evaluation recommended short-term and long term solutions to the roof issues, including replacement of the roof system.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement project (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Worcester Technical High School roof replacement project request timing is a new project for both the Board of Education and County Capital Improvement Programs. As both the Board of Education and County CIP's progress into the late 2020's, WCPS will continue to identify and include new systemic projects in the CIP.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the Worcester Technical High School shingle roof system continues to deteriorate over time.

CIP Project Name: Snow Hill Elementary Replacement School

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools

Phone Number: 410 632-5063

Project Summary and Purpose: A Feasibility Study for the Snow Hill Elementary School project is scheduled to begin in July 2026. The Study will document existing building, site and instructional deficiencies at Snow Hill Elementary School and will provide options to address those deficiencies (Replacement School on site, Replacement School off-site or Renovation/Addition to existing school). The Study is scheduled to be complete and presented to the Worcester County Board of Education in December 2026, to the State Interagency Commission on School Construction (IAC) in December 2026 and to the Worcester County Commissioners in March 2027.

Project Location: Snow Hill Elementary School, 515 Coulbourne Lane, Snow Hill, MD. 21863

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State school construction funding will be requested through the Interagency Commission on School Construction (IAC). Based on preliminary school size and cost estimates for construction scheduled to begin in 2030, the current State funding allocation for the project is \$18,123,000.

Is there a Federal or State mandate related to this project? If so, please elaborate: No.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? Either through a Replacement School of a Renovation/Addition project, the Snow Hill Elementary project will provide more square footage than the existing 40,500 square feet. However, with energy efficiency elements included in the future design and new building systems requiring minimal maintenance costs, impact on general funds is not expected to rise significantly.

What is the useful life of the asset/project? 30-50 years.

Will this project generate revenue? No.

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				150,000	1,525,700		770,218	2,445,918
Land Acquisition								0
Site Work								0
Construction							48,312,975	48,312,975
Equipment/Furnishings							2,415,650	2,415,650
Other - Construction Manager, Commissioning							3,197,182	3,197,182
TOTAL	0	0	0	150,000	1,525,700	0	54,696,025	56,371,725

SOURCES OF FUNDS	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match					1,222,959		16,900,041	18,123,000
State Loan								0
Assigned Funds				150,000				150,000
Private Donation					302,741			302,741
Enterprise Bonds								0
General Bonds							37,795,984	37,795,984
Other - Please Specify								0
TOTAL	0	0	0	150,000	1,525,700	0	54,696,025	56,371,725

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Snow Hill Elementary Replacement School

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Snow Hill Elementary School project will begin in July 2026 with the Feasibility Study. The Study will provide a comprehensive evaluation of the existing school, providing data on the schools' condition, systems and instructional deficiencies. The Study will also provide the architectural/engineering recommendation regarding renovation and addition to the existing school or construction of a replacement school.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the Buckingham construction project will provide current and future students, faculty and Snow Hill Elementary parents and community with a complete upgrade to the existing 43-year-old facility.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. As the Feasibility Study is four years from starting, projected replacement/renovation school size and the associated cost estimates are very preliminary.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Snow Hill Elementary School project request timing is consistent with previous Board of Education and County Capital Improvement Programs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Snow Hill Elementary is a 43-year-old facility, which will be 51-years-old when construction is scheduled to begin in 2030, with aging structural/mechanical/electrical systems and five portable classrooms utilized for instructional space. Maintenance and repair costs will only increase as the building systems continue to age.

Project: Wor-Wic Learning Commons Building

Project Director (Name & Title): Jennifer Sandt, Vice President for Administrative Services

Phone Number: 410-334-2911

Project Summary and Purpose:

Construct a new +-40,000 GSF Learning Commons building to the east of the Hazel Center, and in the location of a portion of our existing South 1 parking lot. Wor-Wic is proposing to build a new building to assist the college with meeting its strategic goals to provide students with educational experiences and support services that help them achieve their goals through college completion and workforce preparation.

Project Location: Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?

Is there a Federal or State mandate related to this project? If so, please elaborate: Yes.

Are there impacts to the General Fund Operating expenditures such as personnel or utilities & maintenance? NA

What is the useful life of the asset/project? 50 years

Will this project generate revenue? No

	FY 24	FY 25	FY 26	FY 27	FY 28	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design			148,732					148,732
Land Acquisition								0
Site Work								0
Construction				2,436,380				2,436,380
Equipment/Furnishings					106,237			106,237
Other								0
EXPENDITURES								
TOTAL	0	0	148,732	2,436,380	106,237	0	0	2,691,349

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds			148,732	2,436,380	106,237			2,691,349
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0
TOTAL	0	0	148,732	2,436,380	106,237	0	0	2,691,349

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Wor-Wic Learning Commons Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The college proposes to build a 40,000 GSF learning commons on the college campus. The learning commons will be located to the east of the Hazel Center, and in the location of a portion of our existing South 1 parking lot.

This building is a major shift for the College, proposing to consolidate library services to more of a hub strategy. It is envisioned as a true learning center serving to supplement the learning experience of classrooms and labs, and encouraging group study and collaboration. The new building would include a resource center and office space for library services staff, centralizing the existing resource centers by relocating the largest center on campus from Brunkhorst Hall and eliminating the smaller centers in other buildings. Tutoring services, TRIO support services (laboratory and office space), Veterans services (laboratory, lounge and offices), the testing center, mathematics laboratory, reading and writing center service, and offices for student services staff whose job responsibilities include student development and success will relocate from Brunkhorst Hall to this proposed building. Moving functions from Brunkhorst allows the students to interact with students from other majors, frees up space in Brunkhorst Hall on the 2nd and 3rd floors to create additional faculty offices, converts some spaces back to laboratories and classrooms, and relocates some of the business office functions, HR, marketing and development from the Brunkhorst Hall first floor to enlarge and create a "one stop" student services admissions/registration office in that first floor space. The counseling and disability services office suite with an assistive technology lab/testing site will move from the first floor of the Maner Technology Center, and a computer laboratory will move from Fulton-Owen Hall. The proposed new building will also include large study spaces and group study rooms.

Additional parking will need to be considered before the start of, or as part of the learning commons project since the building will reside on part of our existing South 1 parking lot.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Citizens attend courses at Wor-Wic Community College

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The estimate for the building was provided by a construction management company in April 2019 and is based on the estimate provided to build the applied technology building. The State pays for 75% of approved capital projects for Wor-Wic. Wicomico and Worcester Counties share the remaining 25% of the cost.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project? NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Classrooms and labs in existing buildings have been converted to resource centers, tutoring rooms, the advising center, TRIO support services, Veterans services, etc. over the years. This new building will enable the college to centralize student support services and convert existing space back to classrooms and labs, and create additional employee offices.



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

TO: The Daily Times Group and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 17, 2022
SUBJECT: Worcester County Public Hearing – Amendment to Worcester County Water and Sewerage

Please publish the notice below in The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today on November 24, 2022, December 1, 2022. Thank you.

Notice of Public Hearing
Amendment to Worcester County
Water and Sewerage Plan
Riverview Mobile Home Park
Bishopville, Maryland

The Worcester County Commissioners will hold a public hearing to consider an application filed by Rauch Engineering representing Jim Latchum, owner of Riverview Mobile Home Park. This amendment 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 existing park up to sixty (60) units.

The public hearing on this application will be held on:

Tuesday, December 6, 2022
at 11:45 A.M.
in the
Commissioners' Meeting Room
Room 1101 – Government Center
One West Market Street
Snow Hill, Maryland 21863

For additional information, please contact the County Administration at (410) 632-1220 x 1601 or visit the County website at: online at www.co.worcester.md.us.



Worcester County Department of Environmental Programs WSY 11/15/22
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

Subject: **Public Hearing Notice**
Riverview Mobile Home Park
SW-2022-03

Date: 11/7/22

The Planning Commission met on November 3, 2022, and reviewed this amendment 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 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 up to sixty (60) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and septic would be properly abandoned after the required year-long timeframe for operational testing of the wastewater treatment plant. To allow for the review of such a permit, it is also necessary to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* to amend existing language that would make it possible for this facility to apply for a discharge permit. The planning amendment has been reviewed by the Planning Commission and was found to be consistent with the *Comprehensive Plan* at their November 3rd meeting.

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area to include the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on November 3, 2022

Attachment 1

**Staff Report to The
Planning Commission**



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1306

SNOW HILL, MARYLAND 21863

TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

10/27/22

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 Mobile Home Park
(SW-2022-03)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to propose a text amendment to *The Plan* to allow for a discharge permit to be applied for the effluent from the Riverview Mobile Home Park in Bishopville, MD, and to build a wastewater plant and improve water infrastructure to support a future park expansion as well 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 up to sixty (60) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and septic would be properly abandoned after the required year-long timeframe for operational testing of the wastewater treatment plant. To allow for the review of such a permit, it is also necessary 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

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package plant) that would be required with a system replacement should the existing system fail. In Worcester County, this system is the only large multi-use septic system (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, is not adjacent to any sewer planning area, and does not have a more secure state funding source for the addition of treatment (systems located in our state parks).

Within our calculations, 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 (attached). A advanced 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 it would be a bonus to the county to add to the park's ability to provide affordable workforce housing for additional individuals and families. The park's location, located away from any county sewer service or planning areas made nutrient reductions unfeasible by connection to existing plants. This was examined during watershed restoration planning done to identify nutrient reduction opportunities within this watershed.

The owners and their consultants 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. In fact, there has been a concerted effort over the last couple years by the owners and the county to examine options and confer with state agency staffs any alternatives to a point source discharge for this park. The prior amendments for this park were not approved due to language revisions that MDE wanted included in the text amendment. Those changes have been discussed and reviewed in the interim and the revised language is presented in this amendment.

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 0.3 mg/l TP (Total Phosphorus) and 3 mg/l TN (Total Nitrogen). 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 a 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 proposed point discharge to the Bishopville Prong requires a net zero total phosphorus load to the Prong due to the impaired status of the waterway. This is proposed to be achieved through ENR

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treatment of 0.3 mg/l concentration or lower from plant treatment practices plus a secondary two-stage filtration system integrated into the treatment process for further effluent polishing. The owner's consultant has referenced studies confirming multiple polishing systems capable of achieving 0.015 mg/l concentrations of TP in the post-filtration effluent. The consultant has indicated that the load must be mitigated to achieve a net-zero TP discharge to the Bishopville Prong. 1.36 lbs of TP needs to be offset through treatment practices within the watershed. The consultant indicates the Owner proposes to achieve a minimum of 1.36 lbs/yr TP removal from naturally generated sources on owner-controlled and owned parcel adjacent to the proposed MHP expansion shown.

This property generates 3.6 lbs/yr of TP from naturally occurring sources per the consultant's use of "Model My Watershed" software. The Owner proposed installation of BMPs on this property with a minimum of 40% removal efficiency which will reduce the TP load by 1.44 lbs/yr. This is proposed to generate a net reduction in TP to the Bishopville Prong of 0.08 lbs/yr at minimum. All necessary easements and land-use restrictions needed to facilitate and maintain the on-site BMP will be provided by the Owner, Jim Latchum. All of the proposed offsets through BMPs or otherwise are solely proposed on land entirely owned or controlled by the park owner. As the state wanted, the land use for the BMP offsets will be maintained for the life of the WWTP and the discharge permit.

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 60 lots would be added to the 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 126 lots of 17,000 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*.

Amendment Text Revisions Proposed

The proposed amendment text change is attached. After an investigation by staff that included multiple conversations with MDE staff, we have made the following edits of the submitted amendment to *The Plan* to implement this amendment:

Under: 1.2 WATER AND SEWER SERVICE GOALS

Existing language:

- Section 1.2.2 D Protection of the Environment

D. To the greatest possible extent, effluent should be discharged through ocean outfalls or treated/disposed on land (but not discharged into coastal bays, regardless of the level of treatment). Long-term discharges into the coastal bays should be prohibited for any new projects.

Revise and replace with the following:

Under: 1.2 WATER AND SEWER SERVICE GOALS

Proposed language:

Section 1.2.2 D Protection of the Environment:

D. To the greatest possible extent, effluent from wastewater treatment plants in the Coastal Bays watershed should be conserved and reused to mitigate saltwater intrusion and so should be treated and discharged on land to allow percolation. Direct discharge into the coastal bays should be avoided because the water quality in most embayments is degraded due to high nutrient inputs, which persist in bays because tidal flushing rates are low. When the land discharge is impractical, discharge through ocean outfalls is preferred. Direct surface water discharge to the bays may be considered for existing large multi-use systems that do not have a groundwater discharge permit and that are not adjacent to or within approved sewer planning areas, subject to the following conditions:

(i) Enhanced treatment will be required to achieve a net reduction in the nutrient loadings generated from the existing system to the receiving waterbody.

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

(iii) Before any new surface wastewater discharge permit application is submitted to the Maryland Department of Environment (MDE), the owner of the proposed system or the county will be required to submit the necessary information to MDE including, but not limited to, the following:

- Documentation showing that alternative wastewater disposals have been evaluated and all possible alternatives have been explored and determined to be infeasible.
- A wastewater treatment plant concept design with supporting data that demonstrates the ability of the plant to produce treated effluent that will:
 - o Achieve significant nutrient reductions and meet ENR level effluent limits required by MDE in the surface discharge permit.
- A pollution control plan with the necessary Best Management Practices (BMPs), in combination with the new ENR wastewater treatment facility, to fully offset the additional nutrients generated by the new surface discharge. As part of its review, MDE will evaluate whether the pollution control plan (Best management practices or BMPs) proposed by the owner, or the county is consistent with existing TMDLs and determine if the proposed BMPs will generate sufficient credits to fully offset the pollution generated by the proposed WWTP discharge. At a minimum, the pollution control plan shall include:
 - o A written agreement with any property owners hosting the BMP or the area which drains to the BMP used as the required offset. The written agreement must be included in a W&S Plan Amendment for the proposed surface wastewater discharge. Any BMPs will be re-evaluated as part of the normal discharge permit renewal cycle. Should a BMP become ineffective due to a land use change or for any other reason, MDE shall be notified in a timely manner, and an alternative BMP designed to achieve an equivalent nutrient reduction as the ineffective BMP shall be submitted for evaluation as soon as practicable.

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o A certificate from the owner of the WWTP asserting responsibility for the continuous operation, maintenance, and performance of both the offset BMP and the WWTP.

o The proposed plan should include how climate change, including flooding, sea level rise, saltwater intrusion and storm surge will impact the performance of the WWTP and the BMP offset.

(iv) An WWTP annual report will be submitted to MDE, including the BMP operation status and annual reduction achieved through onsite monitoring data collection. Discharge from the new WWTP shall meet permit conditions for one year before the existing wastewater system can be removed.

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:

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- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Zoning

The *Planning Area* is appropriate zoned for the current and proposed uses planned for the existing sanitary area properties. These properties, carries 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.

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. The text revision within this amendment will allow MDE to process
4. This text amendment change will 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.
5. 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.
6. 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.
7. The proposed 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 and future discharge permit. This is aided by the owner's proposed nutrient offsets and level of treatment considerations, along with the strict language included in the text changes proposed.

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October 27, 2022

If you need further information, please contact me at (410) 632-1220 x 1601.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

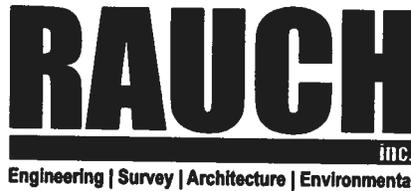
Robert J. Mitchell, LEHS, REHS/RS
Director

Attachments

cc: WS Amendment File (SW 2022-03)

Attachment 1

**Application and
Appendices**



October 27, 2022
 Attn: Planning Commission
 Worcester County
 1 W Market St
 Suite 1201
 Snow Hill, MD 21863

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

Dear reviewers:

RAUCH inc. is assisting in the concept and planning phase of a mobile home park expansion and wastewater treatment upgrade Bishopville, MD. Riverview Mobile Home Park proposes to add 60 lots to its existing 66 lots. Please find the subsequent application package for your review.

The County's Comprehensive Plan Objectives include:

- Provide for adequate housing opportunities for all income and age groups
- Accommodate planned future growth through designated "growth centers" with development standards designed to minimize environmental and habitat disruption
- Provide adequate public health, safety, social, recreation, and waste disposal services
- Maintain and enhance the county's livability

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 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 (attached). 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 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. 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.

The expansion project will contribute to these goals by utilizing existing development areas (EDAs) currently classified as IDA and LDA. Furthermore, the project will reduce the overall nutrients impacting the Atlantic Coastal Bay's Bishopville Prong from Riverview Mobile Home Park. A text amendment to the Worcester County Comprehensive Water and Sewer Plan is concurrently proposed which would modify Section 1.2.2 D Protection of the Environment and allow point discharges within the County subject to the criteria included within the proposed text amendment. This proposed text amendment would facilitate the Riverview Mobile Home Park project and is included as Appendix A-7 within the Riverview Mobile Home Park Lot Expansion and Wastewater Project – Water and Sewer Plan Amendment Application.

We believe this project is consistent with Worcester County goals and will help the County achieve its stated goals. If any further information is needed or you wish to discuss our project, please contact James Cook at 410-770-9081.

Best regards,

James Cook
Project Manager, RAUCH inc.
jcook@raucheng.com
410-770-9081



**Riverview Mobile Home Park.
Bishopville, Maryland**

**Mobile Home Park Lot Expansion and Wastewater Project
Water and Sewer Plan Amendment Application**



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RIVERVIEW MHP AMENDMENT APPLICATION NARRATIVE

WORCESTER COUNTY TEXT AMENDMENT

In order to facilitate point discharges within Worcester County, the Worcester County Comprehensive Water and Sewer Plan must be amended. Thorough and detailed conversations with Maryland Department of the Environment (MDE) have yielded a proposed text amendment to the Worcester County CWSP which would allow point discharges within the County subject to the outlines and requirements within the proposed text amendment to Section 1.2.2 D – Protection of the Environment.

This language currently reads:

- *Section 1.2.2 D - Protection of the Environment*

D. To the greatest possible extent, effluent should be discharged through ocean outfalls or treated/disposed on land (but not discharged into coastal bays, regardless of the level of treatment). Long-term discharges into the coastal bays should be prohibited for any new projects.

Revised language to this section is proposed and is included as Appendix A-7 in this application package.

LAND USE

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.”. The park is located in a general residential R-4 zoning area within the County (Appendix A-4).

PAST EXPANSION

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.



FUTURE EXPANSION

Mr. Latchum proposes to expand the mobile home park to 126 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) wastewater treatment plant, with a point discharge to the Bishopville Prong, located adjacent to the existing water treatment plant on parcel 0167. 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-3). 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.

NITROGEN LOAD

The total nitrogen (TN) load generated by the existing OSDS systems is calculated to be 613.8 lbs/yr per the Bay Model of nutrient loads from septic tanks. The proposed ENR plant, including proposed expansion and elimination of existing OSDS systems, would generate a total of 275.9 lbs/yr assuming 30,000 gpd. This will generate 321 TP credits from the ENR upgrade and OSDS elimination.

Total number of existing residential units = 66

Total number of existing residential units within the CA = 66

Total number of existing residential units located outside of the Critical Area = 0

Nutrient Loads from Septic Tanks per Bay Model

TN from Septic Tanks within Critical Area = 9.3 #/yr per residential unit

TN from Septic Tanks outside of the Critical Area = 3.5 #/yr per residential unit

Total Nutrient Credits for removal of septic tanks from Riverview Mobile Home Park

TN - (66 x 9.3) 613.8 #/yr

Proposed Riverview Mobile Home Park WWTP

Capacity = 30,000 gal/day

¹ From 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 of Agricultural Engineers Publication, St. Joseph, MI.



TN - Effluent = 3 mg/l

Nutrient Load from Riverview Mobile Home Park WWTP

TN - $365 \times .03 \times 3 \times 8.4 = 275.9 \text{ \#/yr}$

Nutrient Credits available for trading from Proposed Riverview Mobile Home Park WWTP

TN - $613.8 \text{ \#/yr} - 275.9 \text{ \#/yr} = 337.9 \text{ \#/yr}$

5% Retired = 16.9#/yr

TN Credit $337.9\text{\#/yr} - 16.9 \text{ \#/yr} = 321 \text{ \#/yr}$

PHOSPHORUS LOAD

The proposed point discharge to the Bishopville Prong requires a net zero total phosphorus load to the Prong due to the impaired status of the waterway. This will be achieved through ENR treatment of 0.3 mg/l concentration or lower from plant treatment practices plus a secondary two-stage filtration system integrated into the treatment process for further effluent polishing. Studies confirm multiple polishing systems capable of achieving 0.015 mg/l concentrations of TP in the post-filtration effluent (Appendix A-6). Based on this technology which will be incorporated into the treatment process, the discharge from the treatment plant will generate a total of 1.36 lbs/yr of TP (Table 1). This load must be mitigated to achieve a net-zero TP discharge to the Bishopville Prong.

Table 1

Riverview - Phosphorus Calculations		
GPD	ENR plus Filtration - TP Concentration mg/l	1 mg/L = lbs/gal
30,000	0.015	0.00000830

Phosphorus Loads	
lbs/day	0.00
lbs/mo	0.11
lbs/yr	1.36
Treatment Required	1.36

1.36 lbs of TP must be offset through treatment practices within the watershed. The Owner proposes to achieve a minimum of 1.36 lbs/yr TP removal from naturally generated sources on owner-controlled and owned parcel adjacent to the proposed MHP expansion shown (Figure 1).

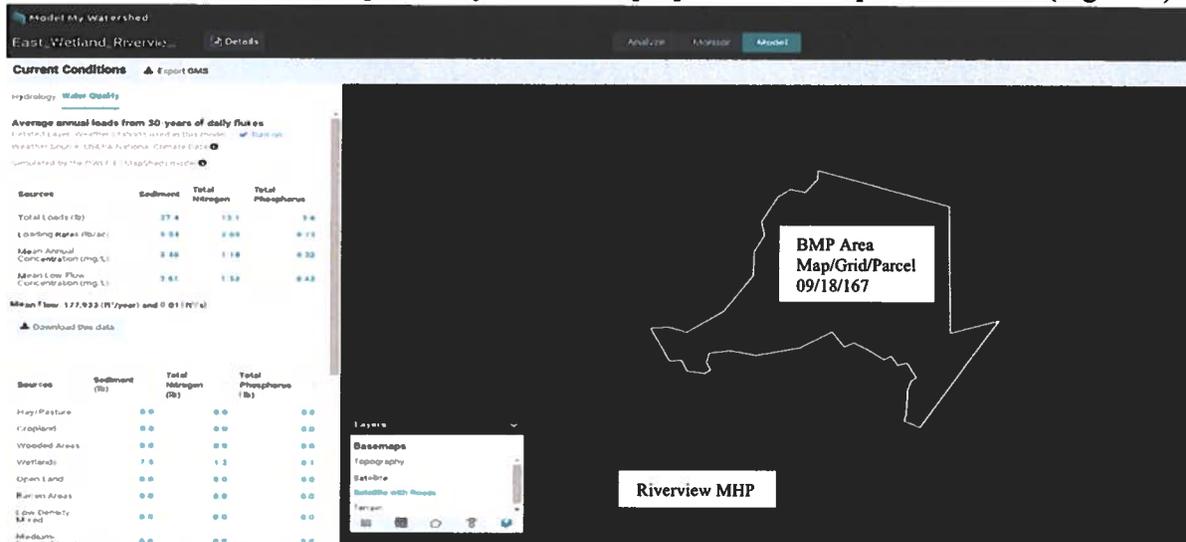


Figure 1

This site generates 3.6 lbs/yr of TP from naturally occurring sources per “Model My Watershed” software. The Owner proposed installation of BMPs on this property with a minimum of 40% removal efficiency which will reduce the TP load by 1.44 lbs/yr. This will generate a net reduction in TP to the Bishopville Prong of 0.08 lbs/yr at minimum (Table 2).

Table 2

Riverview - Phosphorus Removal Calculations		
WWTP GPD	ENR - TP Concentration mg/l	1 mg/L = lbs/gal
30,000	0.015	0.00000830
WWTP Generated Annual Phosphorus Loads		
lbs/day	0.00	
lbs/mo	0.11	
lbs/yr	1.36	
Slag Box Phosphorus Reduction Calculations		
	Calculation Method	
	"Model My Watershed"	
Drainage Area Annual TP Loads (Existing)	3.6	
TP Load Reduction using BMPs with a minimum of 40% removal efficiency	1.44	
Net Watershed Phosphorus Contribution (WWTP Load Less BMP Reduction)	-0.08	



All necessary easements and land-use restrictions needed to facilitate and maintain the on-site BMP will be provided by The Owner, Jim Latchum. All proposed offsets through BMPs or otherwise are solely proposed on land entirely owned or controlled by The Owner. Land use for the BMP offsets will be maintained for the life of the WWTP and the discharge permit.

WATER SUPPLY

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 60 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 126 lots of 17,000 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.

AMENDMENT APPLICATION

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

Date: 10/27/2022

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

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

Riverview Mobile Home Park

Amendment Type: [X] Water [X] Sewer ___ Other Amendment Character: [X] 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: [Signature] Date: Applicant Signature: [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 Map</u>	<u>Parcel</u>	<u>Zoning</u>	<u>Proposed Use*</u>
0009	0268/0167	R4	R4

EDU's Needed (Approx.)

60 (In addition to existing 66)

April 13, 2004

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

System Parameters

Date: 10-27-22
 System Name: Community Force Main and Septic Tank/Tile Field
 System owner: James Latchum
 System operator: Jaime Latchum
 Priority/Sewer and _____
 Water Plan Category: S-1
 Service area: Riverview MHP
 [Tax Map and parcel(s)] Tax Map: 0009 Parcels: 0268/0167

	Year		
	2010	2015	2025
<u>Population served:</u>			
EDU's served	66	66	66
EDU's unserved	0	0	0
GPD per EDU	112	126	117
<u>System capacity</u>			
Demand (MGD)	.0074	.0083	.0077
Planned (MGD)	.014	.014	.014
Permitted (NPDES/groundwater)	.01	.01	.01

Collection system description: Headers serving 2 - 5 mobile homes are connected to a septic tank and an effluent pump. Effluent travels to drain filed via 1.5", 2", and 2.5" effluent force main.

Treatment Plant

Location (N/E): 40° 26' 46" N 79° 58' 56" W
 Type: Community septic/tile field
 Site area (acres): 30.74 Occupied area: 10.0 Unused area: 20.74
 Current Capacity (MGD): Secondary: .01 Advanced: N/a
 Potential Capacity (MGD): Secondary: .01 Advanced: N/a
 Existing flow (MGD): .0077 Average: .0077 Peak: .009
 Sludge disposal: Pump and Haul Septic Tank

Discharge:

Type: Community septic/tile field
 Location: 40° 26' 46" N 79° 58' 56" W
 NPDES/groundwater permit number: N/a

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

Riverview Mobile Home Park plans to add 60 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: _____

System Name: Packaged Membrane Bioreactor and Force Main
Area Served: Riverview Mobile Home Park Parcel 0268
Owner: James Latchum
Operator: Jaime Latchum

Population and Capacity	2015	2020	2025	2030
Population Served (EDU):	0	0	126	126
Population Unserved (EDU):	0	0	0	0
GDP per EDU:	0	0	133*	133*
System Capacity Demand (MGD)	0	0	.017	.017
System Capacity Planned:	0	0	.03	.03
Permitted Capacity (MGD):	0	0	.03	.03

Collection System

Type (circle one): Combined Separate
Description: Existing force main plus new force main to serve expansion
Condition of Transmission facilities: Existing force main is in good repair and currently serves the existing 66 mobile homes. New FM will be added to serve the expanded lots.

Treatment Facility

Location (MD coordinates): Lat: 38.4276 Long: -75.1855
Type: ENR MBR Bioreactor
Total Site Size (acres): 30.74 **Occupied by facility:** .016
Design Flow (MGD) .03
Existing Flow (MGD): Average: .0077 **Peak:** .009
Sludge disposal method: _____

Discharge

Type: Point Discharge
Location: Bishopville Prong 38.42788 -75.18698
NPDES permit # & expiration date: N/a - To be applied for upon inclusion in W&S plan.

Op., Maint., and Replacement Costs: \$1,700,000 Sewer Proj. Est.
Funding Source: Privately Funded

Comments: *Calculated GPD per EDU in the existing sewer system is shown as 117 GPD. Design estimates used for additional 60 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 17,000 GPD.

April 13, 2004

**Water and Sewerage Plan Amendment Application
Worcester County, Maryland**

Existing Water System

Date: 10/27/2022

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		
	2015	2020	2025
<u>EDU's Population served:</u>			
Served	66	66	66
Unserved	0	0	0
GPD per EDU	112	126	117
<u>System capacity</u>			
Demand (MGD)	.0083	.0077	.0165
Planned (MGD)	.015	.015	.022

Production Wells

	Well #1 (WO-81-1182)	Well #2 (WO-88-0114)
Well number:	<u>Manokin</u>	<u>Manokin</u>
Aquifer:	<u>Parcel 0167</u>	<u>Parcel 0167</u>
Location:	<u>286'</u>	<u>295'</u>
Depth:	<u>6"</u>	<u>6"</u>
Diameter:	<u>Number of gallons per minute</u>	26 GPM
Max. yield:	<u>average production</u>	6 GPM
Pumping capacity:	<u>High Iron</u>	<u>High Iron</u>
Water quality:		

Treatment

Water source: Manokin
 Type: Salt Treatment and Chlorination
 Location: 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: N/a
 Sludge disposal: 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 17,000 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 served: (EDU's served)	66	66	126
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:

Well location: Well depth/aquifer:	<u>The Points of Withdrawal are Located at Riverview Mobile Home Park, Shell Mill Road, Bishopville, Worcester County, Maryland.</u>
Treatment facilities:	<u>286 & 295 - Manokin</u>
Storage facilities:	<u>Salt Purification and Chlorination (Existing)</u>
Distribution system:	<u>N/a</u>
Pumping capacity:	<u>Existing and new 1.5", 2", and 2.5" water lines</u>
System Cost: Funding source:	<u>38,000 GPD</u>
	<u>\$65,000 Proj. Est.</u>
	<u>Privately Funded</u>

Construction schedule:
 Start: 3/28/2023
 Complete: 7/11/2024

Comments: _____

Agreement, _____

Policies: Allocation: _____



APPENDICES

JRT

Appendix A-1

Worcester County Planning and Zoning Commission
Snow Hill, Maryland 21863

February 28, 1973

C

The Hartford Insurance Group
Philadelphia Regional Office
7 Penn. Center Plaza
Philadelphia, Pennsylvania 19103

O

Attention: Mr. C.J. Lelley - Bond Department

Gentlemen:

Your questionnaire of February 26th is enclosed partially filled out.

P

Mr. Letchum was granted a use of land permit by the Board of Appeals for Worcester County to locate one hundred and twenty (120) lot trailer park. This permit was granted without any required time for completion. At the present time very little has been done other than cutting out for roads and the staking of some trailer lots.

Y

We have this date been in touch with the Worcester County Health Department and have been advised by them that they are in the process of approving eighteen (18) trailer lots that Mr. Letchum expects to have in operation for the coming summer season.

Under the circumstances we have outlined this office will be unable to release your bond until the 18 lots have been completed in compliance or until Mr. Letchum desires to reduce the size of his park to a lesser number of sites.



Page Two

The Hartford Insurance Group

February 28, 1973

Trusting this information is sufficient, I am

Very truly yours,

T. Edward Collins,
Zoning Inspector

THC:bu

Enclosure

CC: Mr. J. Wilson Latkuan
James R. Prader, Worcester County Health Department



Appendix A-2



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

12/1/16

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

**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 homes. The park does have a discharge permit for the potable water treatment plant and a water 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.

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

A handwritten signature in black ink, appearing to read "Robert J. Mitchell". The signature is stylized and somewhat cursive.

Robert J. Mitchell, LEHS
Director

cc: Property File

Riverview MHP Performance Standards - ENR Treatment

The water characteristics are summarized below:

Flow Conditions	
Flow (Average):	25,000 GPD
Flow (Peak Day):	30,000 GPD
Primary Source / Type:	Domestic

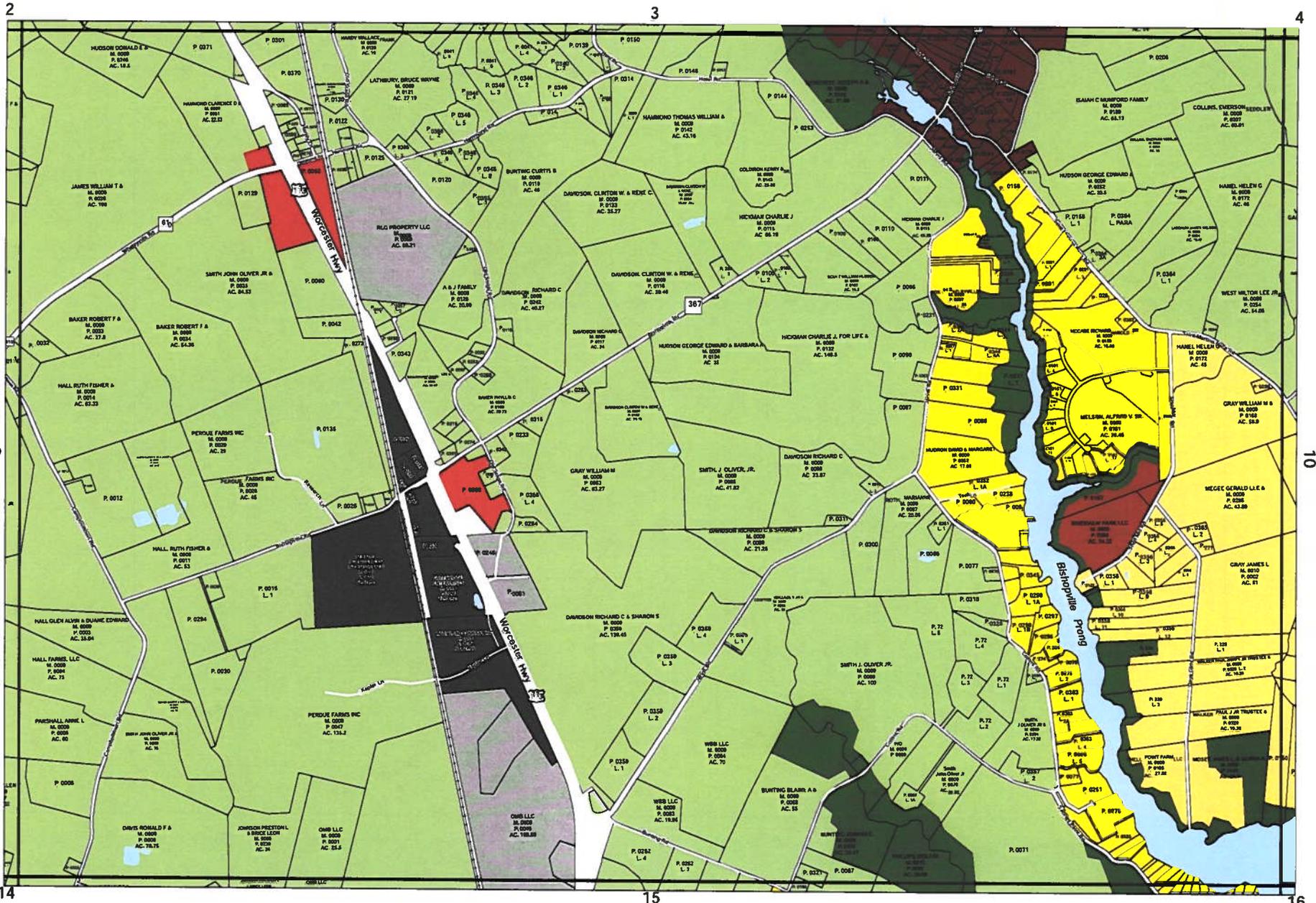
Site	
Elevation:	0,500 ft.
Process Blowers:	15 HP (approx.)
Flow Eq Blower (optional):	3 HP (approx.)

Influent Waste Characteristics	
BOD5:	52.2 lbs/day
TSS:	52.2 lbs/day
TKN:	7.3 lbs/day
TP:	1.7 lbs/day
pH:	6 to 8 pH units
Alkalinity:	300 mg CaCO ₃ /L
Min. Water Temperature:	20° C

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

**chemical addition required*

Appendix A-4



0 300 600 1,200 Feet

Official Zoning Map

Map prepared by Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners.

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

Tax Map 9

APPENDIX A-6



700 Research Center Blvd.,

Fayetteville, AR 72701

Technology Comparison Testing
Rhode Island Hatchery
(for EA Engineering, Science, and Technology, Inc., PBC)

July 15, 2022

Executive Summary:

EA Engineering, Science, and Technology, Inc., PBC (EA) was retained by the Rhode Island Department of Management (RIDEM) to assess the effectiveness of four wastewater technologies to meet the effluent phosphorus discharge requirement for the Lafayette State Trout Hatchery in North Kingstown, Rhode Island. The permitted phosphorus effluent limit is 0.025 mg/L total phosphorus. The wastewater technologies were selected by Fuss & O'Neil in 2018 under contract with RIDEM to select water treatment technologies for the hatchery discharge. The four selected wastewater technologies for phosphorus removal are:

1. Parkson DynaSand filters comprised of flocculation and coagulation followed by two-stage sand filtration.
2. Evoqua using coagulation and flocculation with magnetite as a ballasting agent.
3. Veolia using coagulation and flocculation with microsand as a ballasting agent.
4. Nexom using ferric oxide absorption technology.

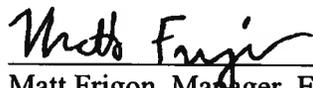
The purpose of the current testing was to compare the effectiveness of each of these technologies in removing phosphorus (total and reactive). To ensure a margin of safety, the goal of these tests was to reduce total phosphorus below 0.015 mg/L. EA collected 5-gallon water samples from the exiting raceway five times over the course of 15 months (March 2021, July 2021, October 2021, February 2022, and June 2022). Each sample was shipped to EnviTreat who bench-tested each of these five samples using the four technologies described above. EnviTreat developed a summary report for each sample and shared each report with RIDEM. In each report, the effectiveness of each technology was assessed in terms of meeting the target total phosphorus concentration. This report is a comprehensive summary of the findings of the testing on five samples.

Results were as follows:

- Total phosphorus in the hatchery discharge samples varied over a narrow range of 0.069 to 0.102 mg/L phosphorus.
- The hatchery discharge did not contain minerals of concern at concentrations that would interfere with the phosphorus analytical testing method.
- Ferric chloride coagulant with anionic polymer was effective at removing total and reactive phosphorus in the coagulation technologies (Parkson, Evoqua, Veolia), as described below:

- The Parkson technology was able to remove total and reactive phosphorus to less than the 0.015 mg/L goal in each of the five sampling events.
- The Evoqua technology was able to meet the 0.015 mg/L of phosphorous on all but one occasion, but coagulant dose rate had to be raised above the optimum dose rate during three of the tests to achieve acceptable phosphorus removal. EnviTreat recommends filter polishing on this technology.
- The Veolia technology was able to meet the 0.015 mg/L of phosphorous on all but one occasion, but coagulant dose rate had to be raised above the optimum dose rate during four of the tests to achieve acceptable phosphorus removal. EnviTreat recommends filter polishing on this technology.
- The Nexom technology was able to remove total and reactive phosphorus to less than the 0.015 mg/L goal with the exception of one sample. The failure in that test was likely due to test setup; no failures occurred in subsequent testing. The Nexom technology can likely meet the phosphorus target, but it is more complex than the Parkson technology.

Operation of the bench-scale systems showed that the Parkson and Nexom technologies were the easiest to operate. The Parkson technology is a simple coagulation/flocculation followed by sand filtration and appears to be a very robust option. The Nexom technology was also effective at removing phosphorus. The ability of the Nexom technology to achieve the removal observed during these tests is likely but not certain. The technology must coat the filtration particles with ferric oxide, return them to system for adsorption/filtration, then shear the coating off to remove the phosphorus. The Nexom technology is more complex than the Parkson technology.



July 15, 2022

Matt Frigon, Manager, EnviTreat

Email: mfrigon@eaest.com Tel: 678-938-7521

Proposed Text Amendment to the Worcester County Comprehensive Water and Sewer Plan to allow a surface water discharge

Under: 1.2 WATER AND SEWER SERVICE GOALS

Section 1.2.2 D Protection of the Environment:

- i. To the greatest possible extent, effluent from wastewater treatment plants in the Coastal Bays watershed should be conserved and reused to mitigate saltwater intrusion and so should be treated and discharged on land to allow percolation. Direct discharge into the coastal bays should be avoided because the water quality in most embayments is degraded due to high nutrient inputs, which persist in bays because tidal flushing rates are low. When the land discharge is impractical, discharge through ocean outfalls is preferred. Direct surface water discharge to the bays may be considered for existing large multi-use systems that do not have a groundwater discharge permit and that are not adjacent to or within approved sewer planning areas, subject to the following conditions:
 - (i) Enhanced treatment will be required to achieve a net reduction in the nutrient loadings generated from the existing system to the receiving waterbody.
 - (ii) The discharge cannot contribute to a degradation of the level of impairment on the receiving waterbody.
 - (iii) Before any new surface wastewater discharge permit application is submitted to the Maryland Department of Environment (MDE), the owner of the proposed system or the county will be required to submit the necessary information to MDE including, but not limited to, the following:
 - Documentation showing that alternative wastewater disposals have been evaluated and all possible alternatives have been explored and determined to be infeasible.
 - A wastewater treatment plant concept design with supporting data that demonstrates the ability of the plant to produce treated effluent that will:
 - Achieve significant nutrient reductions and meet ENR level effluent limits required by MDE in the surface discharge permit.
 - A pollution control plan with the necessary Best Management Practices (BMPs), in combination with the new ENR wastewater treatment facility, to

fully offset the additional nutrients generated by the new surface discharge. As part of its review, MDE will evaluate whether the pollution control plan (Best management practices or BMPs) proposed by the owner, or the county is consistent with existing TMDLs and determine if the proposed BMPs will generate sufficient credits to fully offset the pollution generated by the proposed WWTP discharge. At a minimum, the pollution control plan shall include:

- A written agreement with any property owners hosting the BMP or the area which drains to the BMP used as the required offset. The written agreement must be included in a W&S Plan Amendment for the proposed surface wastewater discharge. Any BMPs will be re-evaluated as part of the normal discharge permit renewal cycle. Should a BMP become ineffective due to a land use change or for any other reason, MDE shall be notified in a timely manner, and an alternative BMP designed to achieve an equivalent nutrient reduction as the ineffective BMP shall be submitted for evaluation as soon as practicable.
 - A certificate from the owner of the WWTP asserting responsibility for the continuous operation, maintenance, and performance of both the offset BMP and the WWTP.
 - The proposed plan should include how climate change, including flooding, sea level rise, saltwater intrusion and storm surge will impact the performance of the WWTP and the BMP offset.
- (iv) An WWTP annual report will be submitted to MDE, including the BMP operation status and annual reduction achieved through onsite monitoring data collection. Discharge from the new WWTP shall meet permit conditions for one year before the existing wastewater system can be removed.



October 27, 2022
Attn: Planning Commission
Worcester County
1 W Market St
Suite 1201
Snow Hill, MD 21863

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

Dear reviewers:

RAUCH inc. is assisting in the concept and planning phase of a mobile home park expansion and wastewater treatment upgrade Bishopville, MD. Riverview Mobile Home Park proposes to add 60 lots to its existing 66 lots. Please find the subsequent application package for your review.

The County's Comprehensive Plan Objectives include:

- Provide for adequate housing opportunities for all income and age groups
- Accommodate planned future growth through designated "growth centers" with development standards designed to minimize environmental and habitat disruption
- Provide adequate public health, safety, social, recreation, and waste disposal services
- Maintain and enhance the county's livability

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 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 (attached). 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 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. 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.

The expansion project will contribute to these goals by utilizing existing development areas (EDAs) currently classified as IDA and LDA. Furthermore, the project will reduce the overall nutrients impacting the Atlantic Coastal Bay's Bishopville Prong from Riverview Mobile Home Park. A text amendment to the Worcester County Comprehensive Water and Sewer Plan is concurrently proposed which would modify Section 1.2.2 D Protection of the Environment and allow point discharges within the County subject to the criteria included within the proposed text amendment. This proposed text amendment would facilitate the Riverview Mobile Home Park project and is included as Appendix A-7 within the Riverview Mobile Home Park Lot Expansion and Wastewater Project – Water and Sewer Plan Amendment Application.

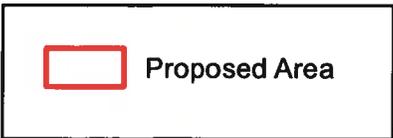
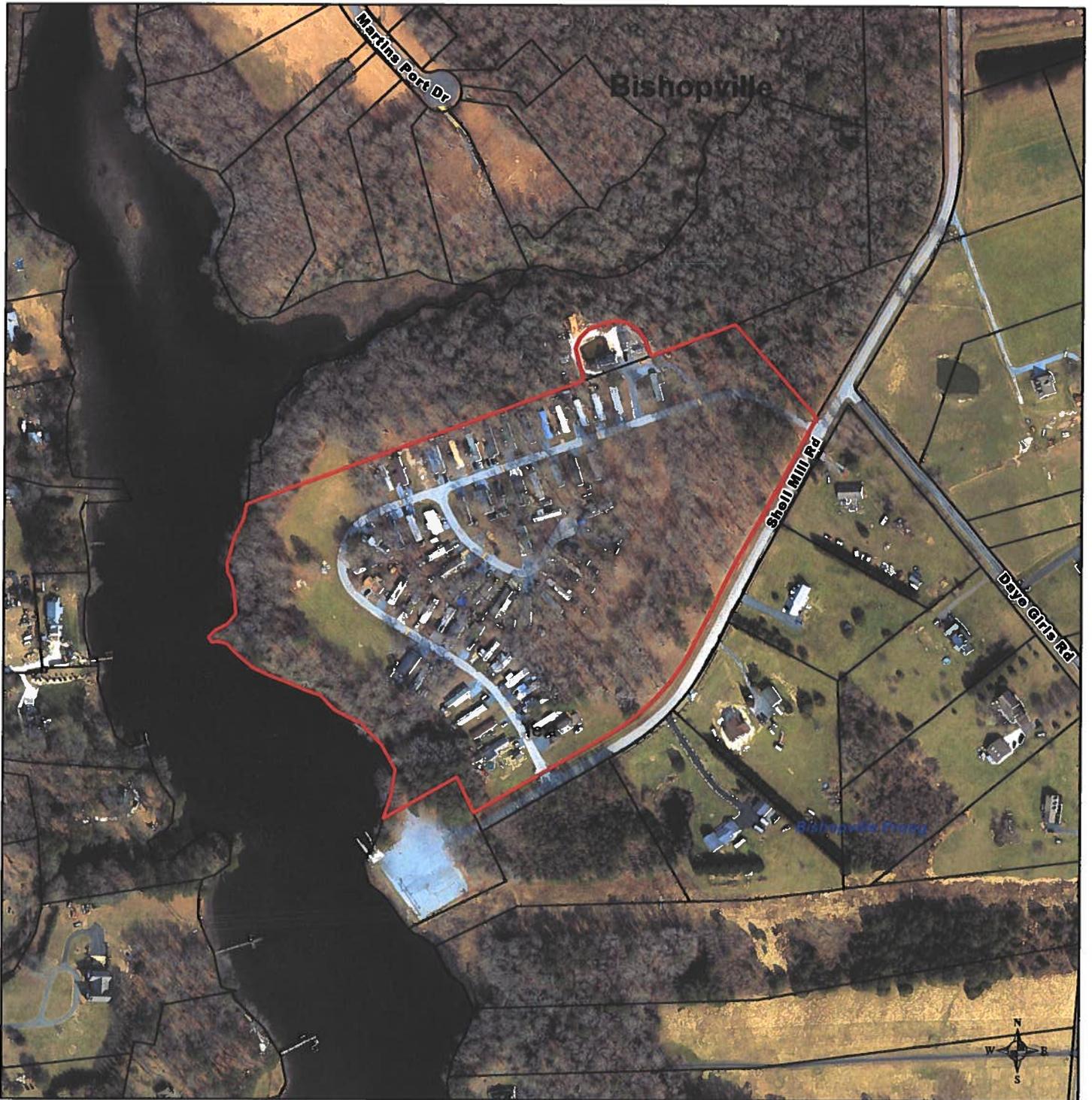
We believe this project is consistent with Worcester County goals and will help the County achieve its stated goals. If any further information is needed or you wish to discuss our project, please contact James Cook at 410-770-9081.

Best regards,

James Cook
Project Manager, RAUCH inc.
jcook@raucheng.com
410-770-9081

Attachment 2

Maps



Aerial

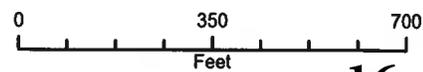
Riverview Mobile Home Park

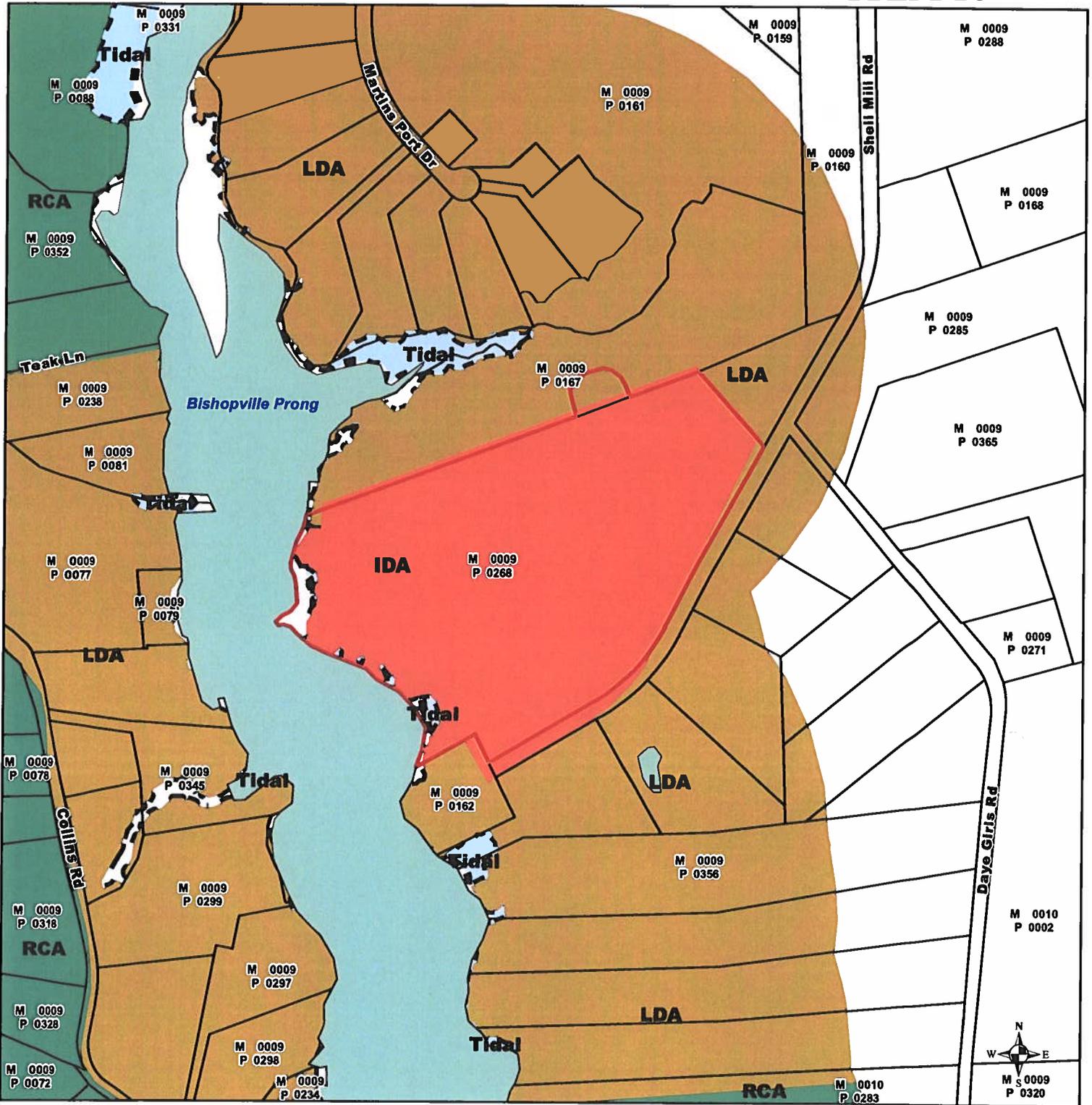
Tax Map: 9

Parcel: 268 & 167

Water and Sewer Amendment

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





Legend

-  Proposed Area
-  IDA - Intensely Development Areas
-  LDA - Limited Development Areas
-  RCA - Resource Conservation Areas
-  Tidally Influenced Areas

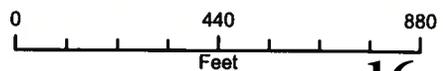
Critical Areas

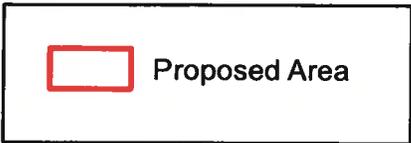
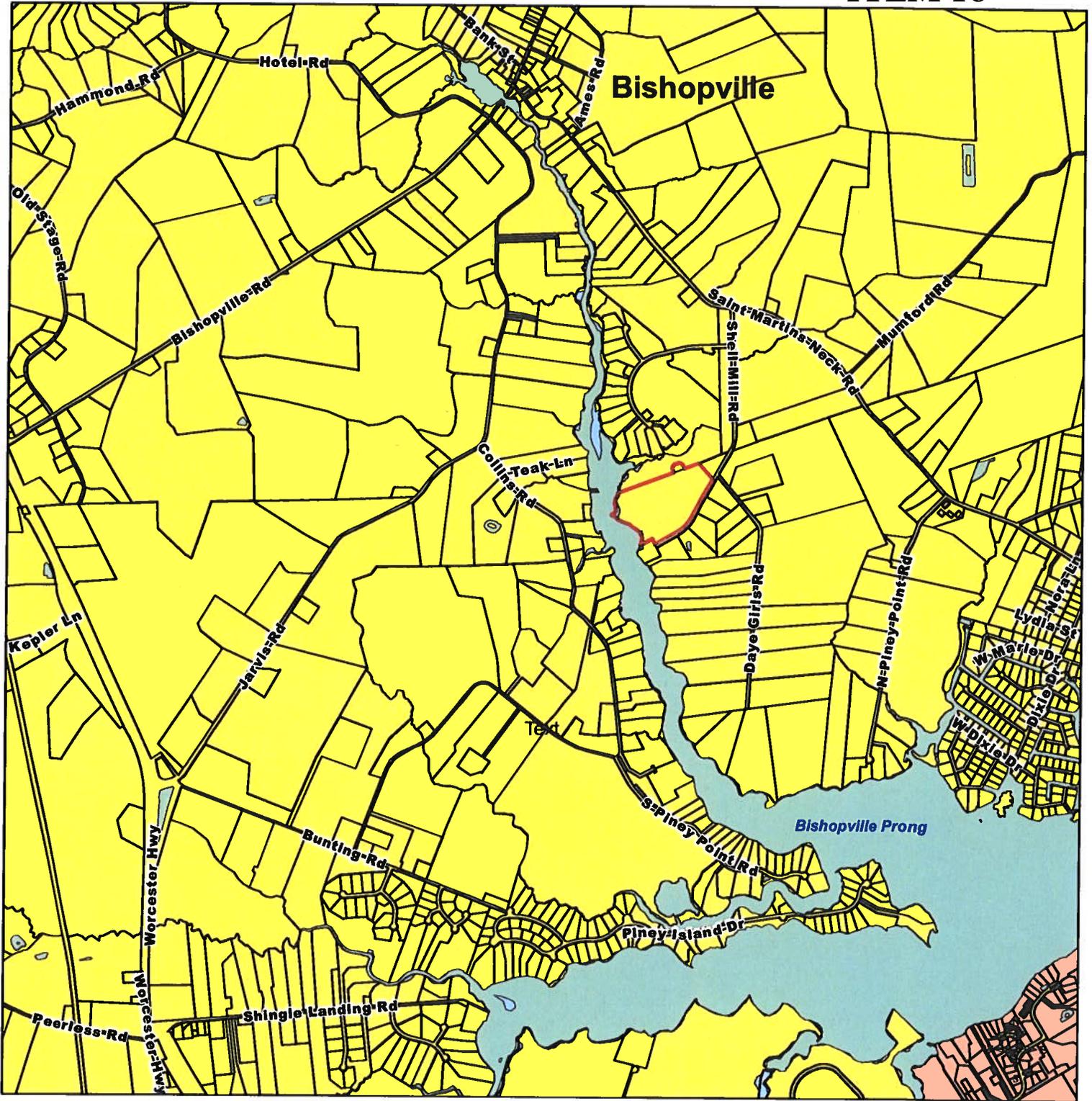
Riverview Mobile Home Park

Tax Map: 9

Parcel: 268 & 167

Water and Sewer Amendment





General Location

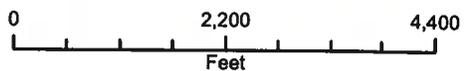
Riverview Mobile Home Park

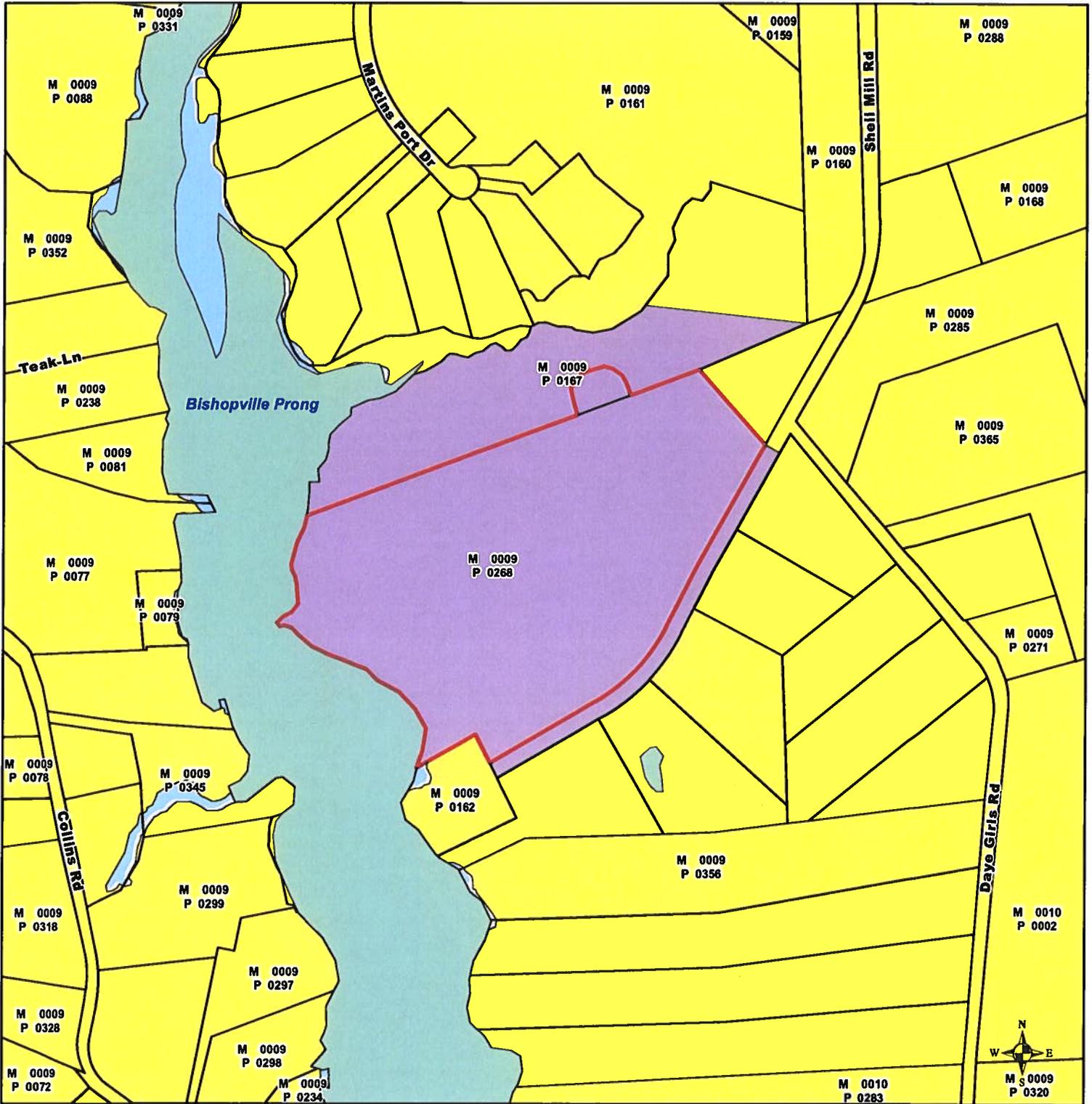
Tax Map: 9

Parcel: 268 & 167

Water and Sewer Amendment

16 - 45





Legend

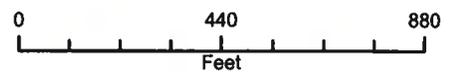
- Proposed Area
- Priority Funding Area

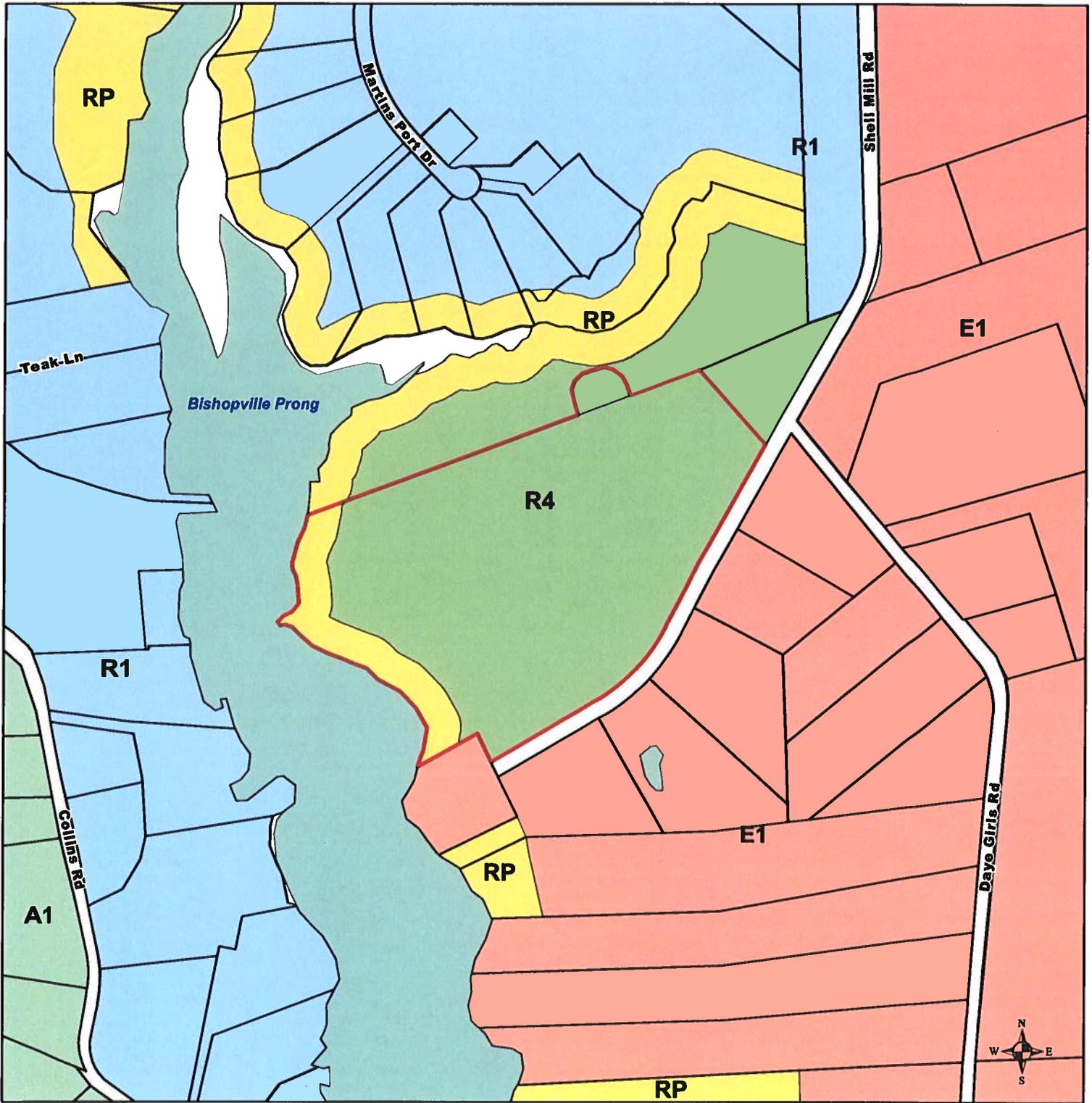
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment

16 - 46





Legend

Proposed Area

Zoning

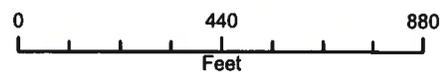
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 R1	 A1

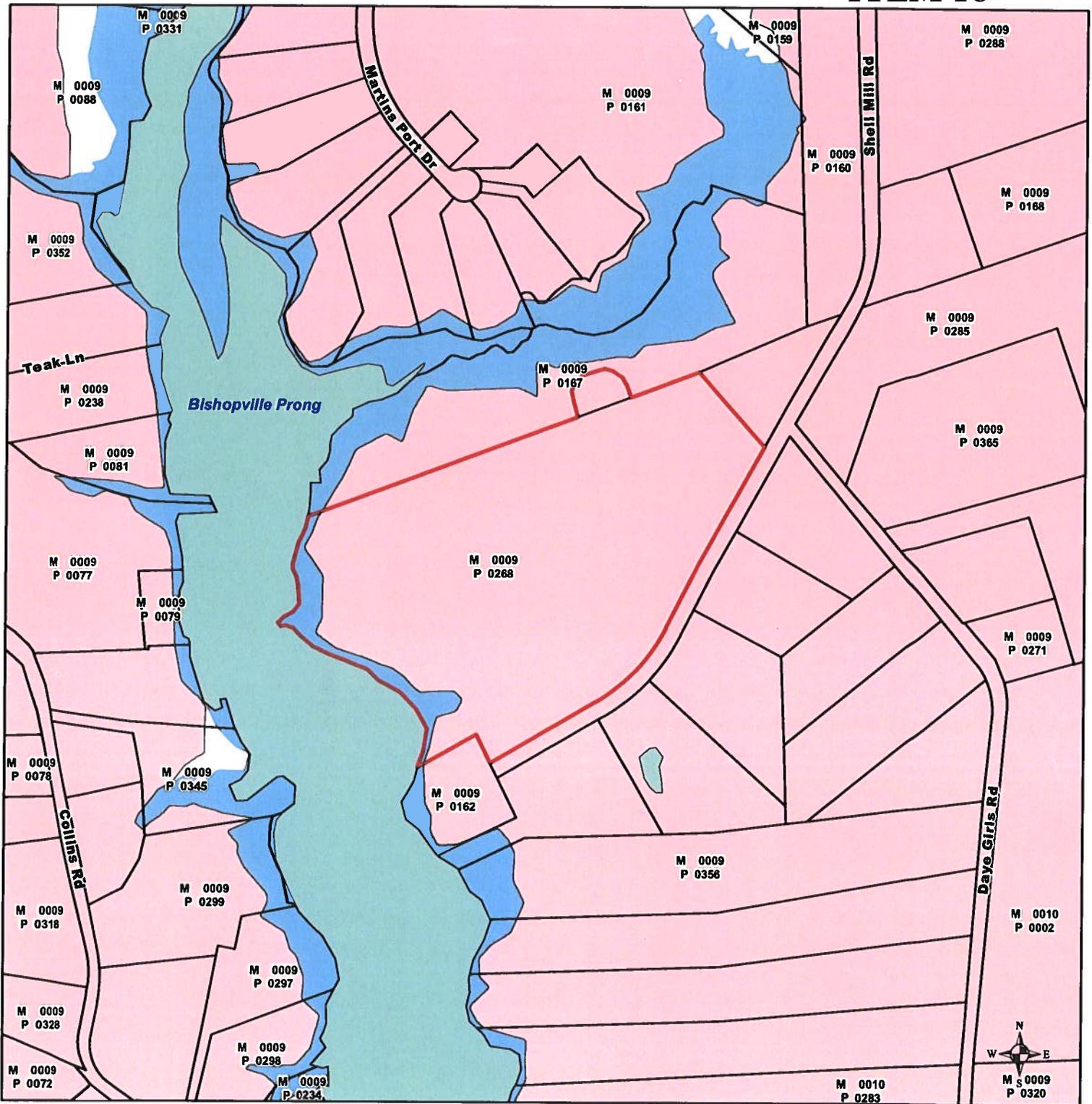
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment

16 - 47





Legend

 Proposed Area

Floodplain

 100 Year Floodplain

 500 Year Floodplain

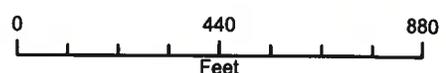
Riverview Mobile Home Park

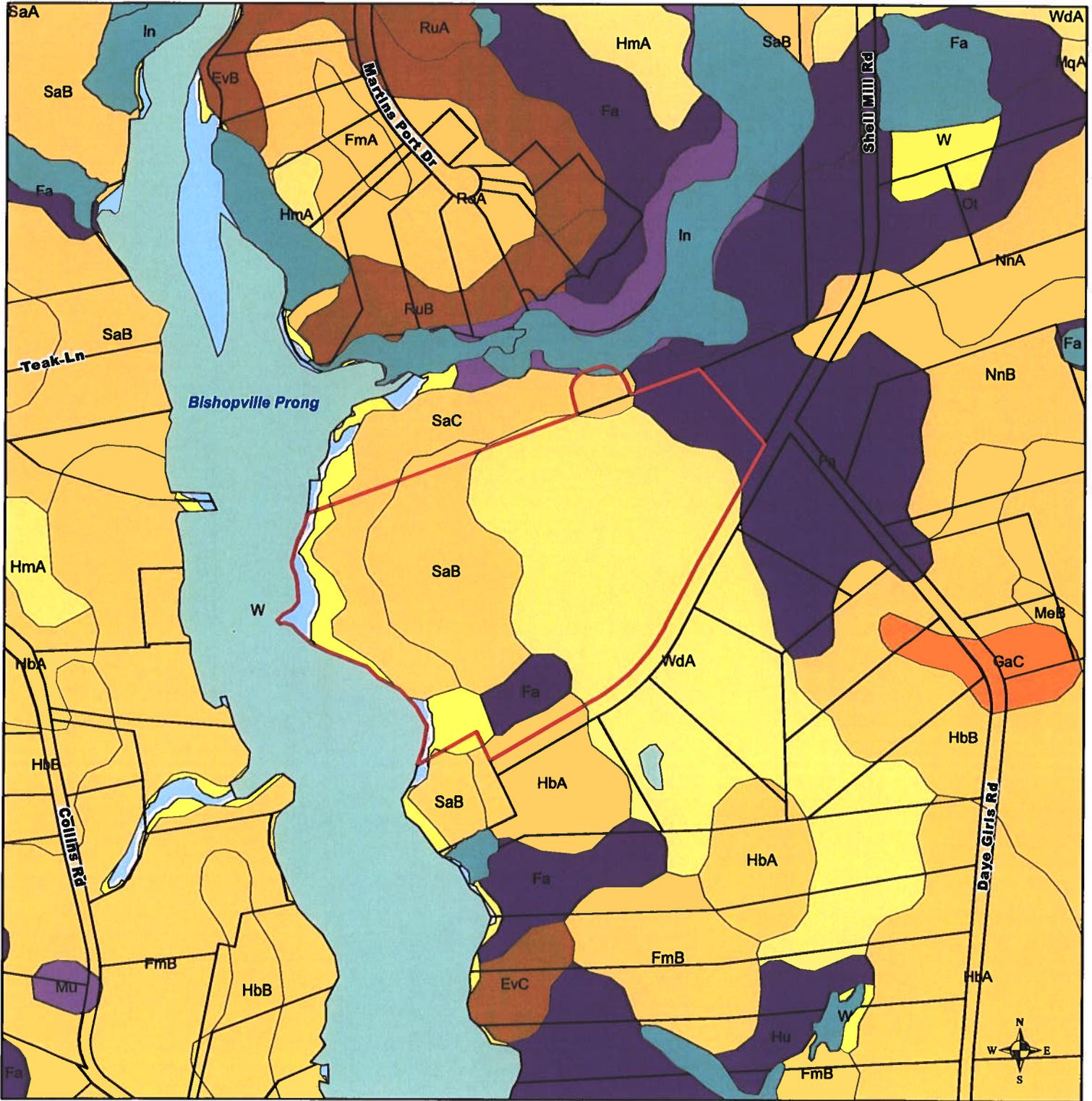
Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment

16 - 48

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





Legend

Proposed Area

Soil

Excessively drained	Somewhat excessively drained
Moderately well drained	Very poorly drained
Poorly drained	Well drained

Soils

Riverview Mobile Home Park

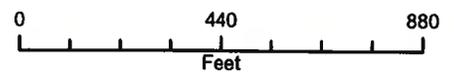
Tax Map: 9

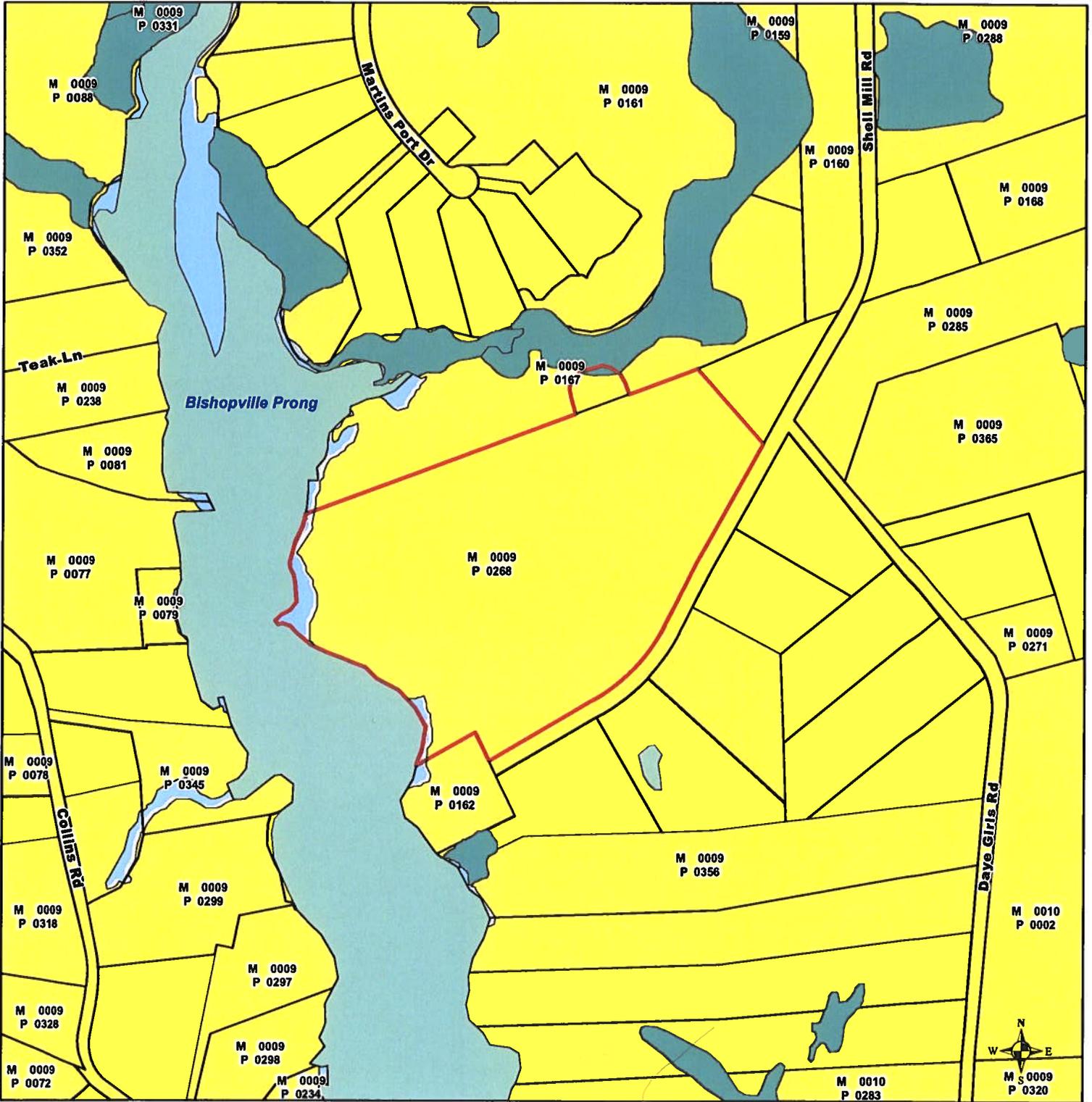
Parcel: 268 & 167

Water and Sewer Amendment



16 - 49



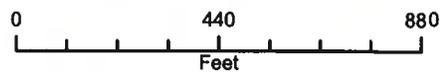


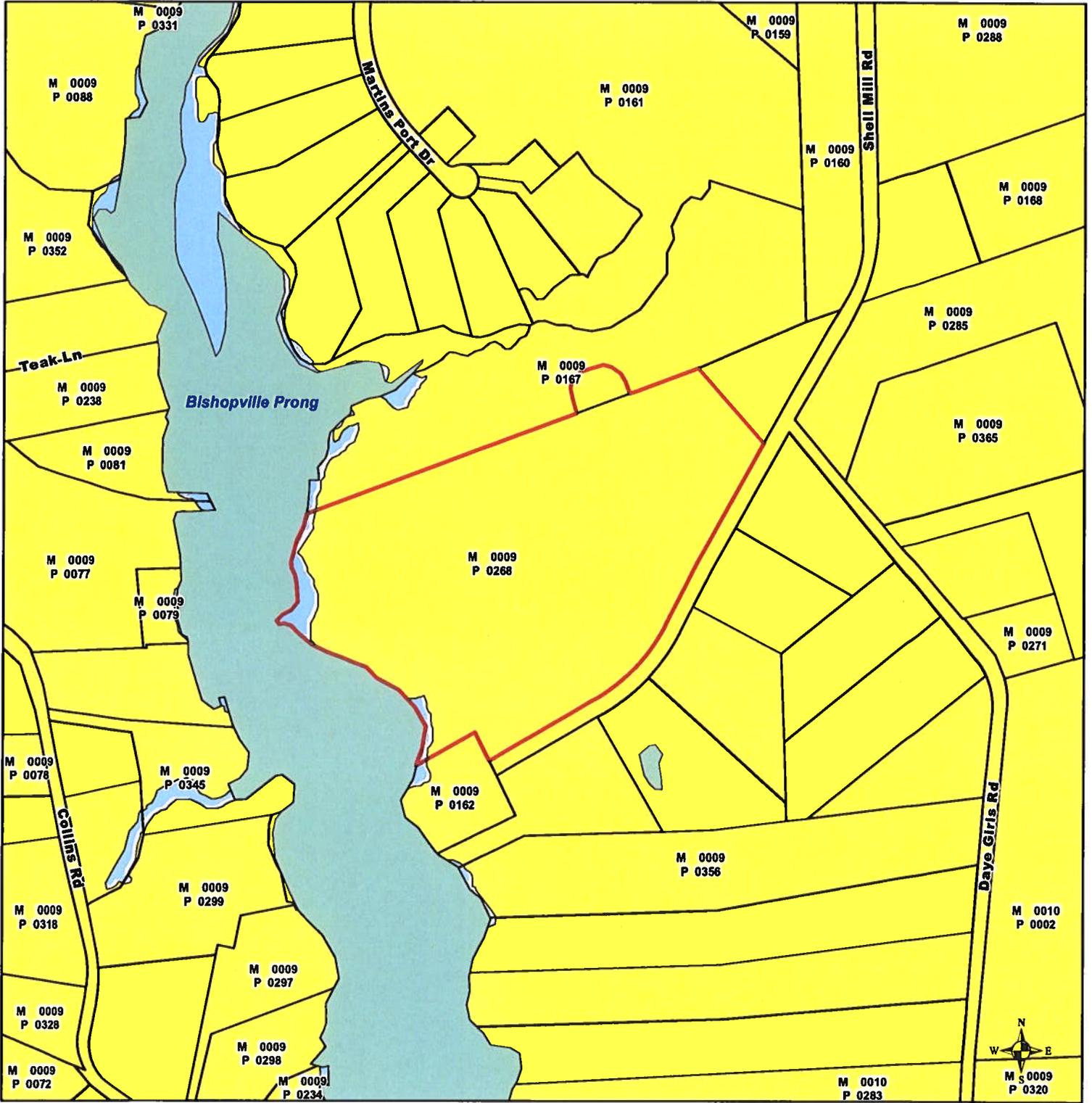
Legend

- Proposed Area
- Wetlands

Wetlands
Riverview Mobile Home Park
 Tax Map: 9
 Parcel: 268 & 167
 Water and Sewer Amendment

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





Legend

Proposed Area

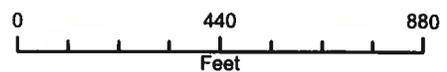
Water Planning Area

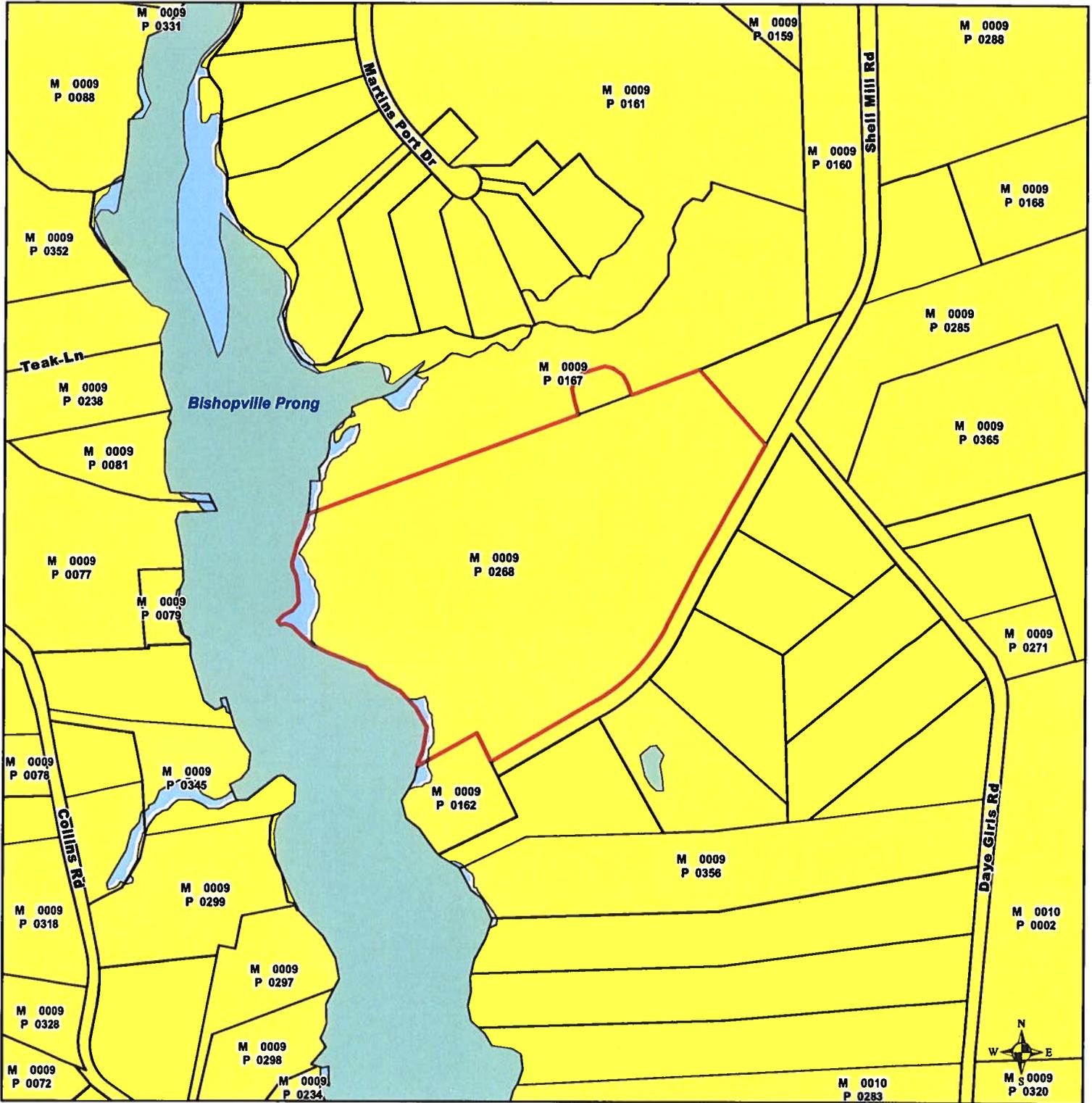
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment

16 - 51





Legend

Proposed Area

Sewer Planning Area

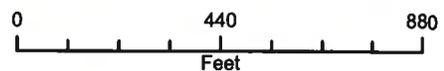
Riverview Mobile Home Park

Tax Map: 9

Parcel: 268 & 167

Water and Sewer Amendment

16 - 52



Attachment 2

**Minutes
Planning Commission
November 3, 2022**

III. Comprehensive Water and Sewerage Plan Amendment

- A. As the next item of business, the Planning Commission reviewed an application for a text amendment to allow for a discharge permit and wastewater and water plant improvements to serve the existing and future expansion of the Riverview Mobile Home Park in Bishopville, Maryland. The proposed amendment would only serve the mobile home park in this proposed modification for the park in the *Master Water and Sewerage Plan (The Plan)*. Rauch Engineering submitted the amendment on behalf of the Owner, James Latchum. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant applied for this amendment 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 up to sixty (60) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, water plant improvements made, and septic would be properly abandoned after the required year-long timeframe for operational testing of the wastewater treatment plant. To allow for the review of such a discharge permit, it is also necessary to modify Section 1.2.2 D (Protection of the Environment) of *The Plan*, and provide amended language that would make it possible for this facility to apply for a discharge permit.

Mr. Mitchell then disclosed that a previously Planning Commission-approved amendment failed at the state level due to necessary text language changes. He explained that the prior amendments for this park were not approved due to language revisions that MDE wanted included in the text amendment. Those changes have been discussed and reviewed in the interim and the revised language is presented in this amendment. Mr. Mitchell then reviewed the history of the 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 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. Their 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 current system and drain field is an innovative system repair located entirely in the critical area. Mr. Mitchell offered that state funding for pre-treatment (a package plant) that would be required with a system replacement should the existing system fail, is not a guarantee as there are scoring systems involved that are very competitive for these grants. He further explained that the system servicing this mobile home park is the only large multi-use septic system (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, is not adjacent to any sewer planning area, and does not have a more secure state funding source for the addition of treatment (systems located in our state parks).

Mr. Mitchell then provided a summary of the nutrient reductions with this conversation to treatment and the strict permit requirements that would be imposed by the state with this amendment language. The proposed point discharge to the Bishopville Prong requires a net zero total phosphorus load to the Prong due to the impaired status of the waterway. The Owner's consultant has indicated that the load must be mitigated to achieve a net-zero TP discharge to the Bishopville Prong and

even that small amount needs to be offset through treatment practices within the watershed. The consultant indicates the Owner proposes to achieve a minimum of the required phosphorus removal from naturally generated sources on owner-controlled and owned parcel adjacent to the proposed MHP expansion shown and will demonstrate this to MDE on a subsequent permit application after amendment approval.

The extent the owners and their consultants have explored as alternatives were briefly described by Mr. Mitchell to the Planning Commission members. He indicated that they tried additional onsite testing to expand the septic capability, they explored adjacent properties for spray irrigation, they looked for sewer plant connections, but have been unable to find or secure these outlets. He finished this point with the observation that there has been a concerted effort over the last couple years by the owners, while also being reviewed by the county, to examine options and confer with state agency staffs any alternatives to a point source discharge for this park.

The actual language was the last part of the amendment reviewed by Mr. Mitchell and he offered that the text additions were significantly more burdensome on the owner than before. These additions were included to protect the environment and ensure the owner and their consultant took into account items that were needed to achieve that net-zero option with mitigation of nutrient inputs as well. The documentation requirements that need to accompany any future discharge permit application, should this amendment be successful, were also reviewed.

The Planning Commission members did have a few comments. Mr. Church asked if this language was reviewed with the state and Mr. Mitchell indicated it had. Follow-up comments from the mobile home owners present in the audience indicated that they did meet with the state on this amendment and they also met with local environmental groups in Worcester County who they said were in favor of this amendment.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous with only Mr. Wells and Mr. Clayville missing from the meeting.



RESOLUTION NO. 22-__

RESOLUTION AMENDING THE COMPREHENSIVE WATER AND SEWERAGE PLAN FOR WORCESTER COUNTY - FOR RIVERVIEW MOBILE HOME PARK

WHEREAS, the County Commissioners of Worcester County, Maryland adopted a Comprehensive Water and Sewerage plan for the County on August 23, 1994, pursuant to Section 9-503 of the Environment Article of the Annotated Code of Maryland; and

WHEREAS, the Worcester County Commissioners have received a request from Rauch Engineering on behalf of Jim Latchum, applicant, to amend the *Comprehensive Water & Sewerage Plan for Worcester County* (“Plan”) 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 Riverview Mobile Home Park by up to sixty (60) 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 after one (1) year of operation of the new wastewater plant. The applicant 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 proposed amendment has included a condition not to cause an exacerbation of any existing impairments to the receiving waterbody and is also to achieve a net reduction in the nutrient loadings from the existing system to the 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 any future discharge permit. This is aided by the owner’s proposed nutrient offsets and level of treatment considerations, along with the strict language included in the text changes proposed.

The applicant has also proposed that the wastewater treatment plant is expected to accept the existing water treatment plant wastewater that is 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. Riverview will seek to increase the current water allocation of 15,000 GPD to 22,000 GPD; and

WHEREAS, the Worcester County Planning Commission, at its November 3, 2022, meeting, reviewed the proposed amendment to the Worcester County Water and Sewerage Plan and found the proposal consistent with the *Worcester County Comprehensive Plan*; and

WHEREAS, the County Commissioners held a duly advertised public hearing on December 6, 2022 to consider the request for this requested change and addition of language to amend the *Comprehensive Water and Sewerage Plan* ; and

WHEREAS, the County Commissioners reviewed the recommendation of the Planning Commission and staff report, and as a result of their investigation and evaluation of the proposal in accordance with the provisions of Section 9-503 et.seq. of the Environment Article of the Annotated Code of Maryland, determined that the proposed amendment to the *Worcester County Comprehensive Water & Sewerage Plan* to permit a modification of language in Section 1.2.2 D of *The Plan* to permit a future expansion of the park and allow an application for a point source discharge permit with a wastewater plant and water plant improvements, is desirable.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. The *Comprehensive Water and Sewerage Plan for Worcester County* is hereby amended as specified in the proposal of Rauch Engineering, on behalf of Jim Latchum, to amend the Plan to allow the owner to apply for state discharge and construction permits 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 up to sixty (60) units, more specifically described as follows:
 - a. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant after a requisite time period of one (1) year of operation of the proposed wastewater treatment plant, and the existing septic system would be properly abandoned.
 - b. A permit to construct 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 would be applied for by the applicant. The final permit limits in the discharge permit will be decided by MDE.
 - c. The proposed point discharge to the Bishopville Prong requires a net zero total phosphorus load to the Prong due to the impaired status of the waterway. This is proposed to be achieved through ENR treatment of 0.3 mg/l total phosphorus concentration or lower from plant treatment practices plus a secondary two-stage filtration system integrated into the treatment process for further effluent polishing. The applicant is to confirm with the state that proposed polishing systems are capable of achieving the required concentrations of total phosphorus in the post-filtration effluent.
 - d. Since the plant loading must be mitigated to achieve a net-zero TP discharge to the Bishopville Prong, a calculated estimate of 1.36 lbs of TP will need to be offset through treatment practices within the watershed. The park owner proposes to achieve this amount of phosphorus removal

from naturally generated sources on an owner-controlled and owned parcel adjacent to the proposed park expansion. The park owner is proposing installation of BMPs on this property with a minimum of 40% removal efficiency which will reduce the total phosphorus load by more than the amount needed for the offset. This is proposed to generate a net reduction in total phosphorus to the Bishopville Prong. All necessary easements and land-use restrictions needed to facilitate and maintain the on-site BMP will be provided by the park owner. All of the proposed offsets through BMPs or otherwise are solely proposed on land entirely owned or controlled by the park owner.

- e. This amendment is also to permit the expansion of a water appropriation permit allocation of 15,000 GPD to 22,000 GPD for the water treatment plant's average monthly flow and to allow that plant's discharge to be treated by the wastewater plant before discharge and abandon the current water plant wastewater discharged to a sedimentation pond adjacent to the plant under a state discharge permit.
 - f. The approved sewage and water planning areas will be modified slightly only to include the current and proposed treatment plant locations.
2. To permit the above improvements, Section 1.2.2 D of the *Comprehensive Water and Sewerage Plan for Worcester County* is hereby amended with the following language changes and additions:

Section 1.2.2 D Protection of the Environment:

D. To the greatest possible extent, effluent from wastewater treatment plants in the Coastal Bays watershed should be conserved and reused to mitigate saltwater intrusion and so should be treated and discharged on land to allow percolation. Direct discharge into the coastal bays should be avoided because the water quality in most embayments is degraded due to high nutrient inputs, which persist in bays because tidal flushing rates are low. When the land discharge is impractical, discharge through ocean outfalls is preferred. Direct surface water discharge to the bays may be considered for existing large multi-use systems that do not have a groundwater discharge permit and that are not adjacent to or within approved sewer planning areas, subject to the following conditions:

- (i) Enhanced treatment will be required to achieve a net reduction in the nutrient loadings generated from the existing system to the receiving waterbody.
- (ii) The discharge cannot contribute to a degradation of the level of impairment on the receiving waterbody.
- (iii) Before any new surface wastewater discharge permit application is submitted to the Maryland Department of Environment (MDE), the owner of the proposed system or the county will be required to submit the necessary information to MDE including, but not limited to, the following:
 - Documentation showing that alternative wastewater disposals have been evaluated and all possible alternatives have been explored and determined to be infeasible.

- A wastewater treatment plant concept design with supporting data that demonstrates the ability of the plant to produce treated effluent that will:
 - o Achieve significant nutrient reductions and meet ENR level effluent limits required by MDE in the surface discharge permit.
 - A pollution control plan with the necessary Best Management Practices (BMPs), in combination with the new ENR wastewater treatment facility, to fully offset the additional nutrients generated by the new surface discharge. As part of its review, MDE will evaluate whether the pollution control plan (Best management practices or BMPs) proposed by the owner, or the county is consistent with existing TMDLs and determine if the proposed BMPs will generate sufficient credits to fully offset the pollution generated by the proposed WWTP discharge. At a minimum, the pollution control plan shall include:
 - o A written agreement with any property owners hosting the BMP or the area which drains to the BMP used as the required offset. The written agreement must be included in a W&S Plan Amendment for the proposed surface wastewater discharge. Any BMPs will be re-evaluated as part of the normal discharge permit renewal cycle. Should a BMP become ineffective due to a land use change or for any other reason, MDE shall be notified in a timely manner, and an alternative BMP designed to achieve an equivalent nutrient reduction as the ineffective BMP shall be submitted for evaluation as soon as practicable.
 - o A certificate from the owner of the WWTP asserting responsibility for the continuous operation, maintenance, and performance of both the offset BMP and the WWTP.
 - o The proposed plan should include how climate change, including flooding, sea level rise, saltwater intrusion and storm surge will impact the performance of the WWTP and the BMP offset.
- (iv) An WWTP annual report will be submitted to MDE, including the BMP operation status and annual reduction achieved through onsite monitoring data collection. Discharge from the new WWTP shall meet permit conditions for one year before the existing wastewater system can be removed.

AND BE IT FURTHER RESOLVED that this proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* shall be forwarded to the Maryland Department of the Environment (“MDE”) for their review and approval in accordance with the provisions of Section 9-507 of the Environmental Article of the Annotated Code of Maryland, and that this amendment shall be officially incorporated into the *Worcester County Comprehensive Water and Sewerage Plan* upon approval by MDE.

PASSED AND ADOPTED this _____ day of _____, 2022.



Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: November 30, 2022
SUBJECT: MACo Legislative Committee

MACo is seeking the designation of one representative and one alternate from Worcester County for the MACo Legislative Committee. MACo's Legislative Committee meets several weekly (typically on Wednesday mornings) through the heart of the General Assembly session, generally mid-January through late February, then one final meeting in late March. The meeting typically run about two hours, including subcommittees – and county representatives discuss and vote on MACo positions on pending legislation, informed by research and discussion from the MACo professional policy staff. The Committee also frequently receives presentations from state policy and agency leadership on current issues of importance to county governments. The Committee typically holds two or three “interim” meetings out of session – usually in June, September and possibly October.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

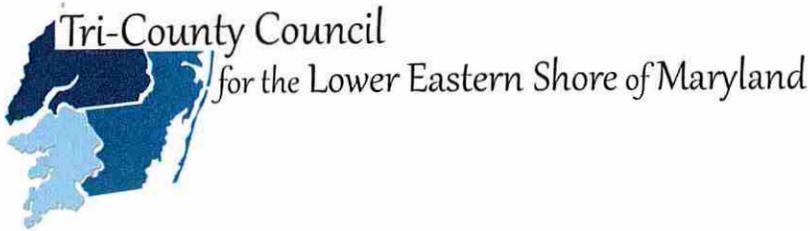
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 29, 2022
RE: Wicomico County Airport Commission Seat

The Salisbury-Ocean City-Wicomico Regional Airport, owned and operated by Wicomico County, has a Wicomico County Airport Commission (WCAC). Per Wicomico County code, the WCAC serves in an advisory capacity to the Airport Manager and the Wicomico County Executive. The WCAC consists of 8 members, one of whom shall be the President of the Worcester County Commissioners or their designee. Their current meetings are once a month on a Monday afternoon.

This position has been filled by Commissioner Church with his term ending at the end of this year. We are seeking a new designee for this position.



ITEM 19

31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

September 20, 2022

Weston Young
Chief Administrator Officer
Worcester County
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Mr. Young,

I would like to take this opportunity to thank the Worcester County Commissioners for their service to the Tri-County Council the past year. As we look forward to 2023, it is time to solicit nominations for next year.

Tri-County Council Full Board

According to the Tri-County Council Bylaws, Article V, Section 9, *"At the end of a term, a member continues to serve until a successor is appointed."* Five Worcester County Commissioners are required to serve. The following Commissioners are currently service:

- Commissioner Ted Elder
- Commissioner Josh Nordstrom
- Commissioner President Joe Mitrecic
- Commissioner Diana Purnell
- Commissioner Bud Church

Tri-County Council Executive Board

On the 2023 Tri-County Council Executive Board, Worcester County will hold the office of Chair and Third Vice Chair. The following individuals are currently serving on the Executive Board in the following positions:

- Commissioner Ted Elder, First Vice Chair
- Commissioner Josh Nordstrom, Secretary

I would appreciate it if the Worcester County Commission would confirm its give members along with its nominations for the Executive Board. Please contact me with your nominations by Friday, November 18, 2022.

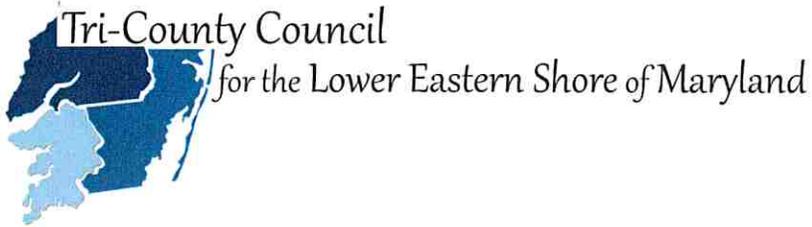
Sincerely,

Gregory Padgham
Executive Director



Serving Somerset, Wicomico and Worcester Counties





ITEM 19

31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

Attachments

- 2023 Tri-County Council Full Board
- 2023 Tri-County Council Executive Board
- Bylaws of the Tri-County Council for the Lower Eastern Shore



Serving Somerset, Wicomico and Worcester Counties



Tri-County Council for the Lower Eastern Shore of Maryland

Under the Bylaws of Tri-County Council for the Lower Eastern Shore of Maryland, Article V,
Section 1: "The members of the organization entitled to vote shall be Five (5) County
Commissioners of Worcester County."

2022 Worcester County Voting Members

Ted Elder – 1st Vice Chair

Josh Nordstrom - Secretary

Joe Mitrecic - Member

Diana Purnell - Member

Bud Church - Member

2023 Worcester County Voting Members

Tri-County Council for the Lower Eastern Shore of Maryland

2022 Executive Board

John Cannon – Chair, Somerset County

Ted Elder – 1st Vice Chair, Wicomico County

Eldon Willing– 2nd Vice Chair, Worcester County

Josh Hastings – 3rd Vice Chair, Somerset County

Josh Nordstrom – Secretary, Wicomico County

Randy Laird– Treasurer, Worcester County

Senator Mary Beth Carozza – At-Large

Rex Simpkins– Past Chair (Non-Voting), Worcester County

2023 Executive Board Positions for Nomination

_____	Chair, Worcester County
_____	1 st Vice Chair, Somerset County
_____	2 nd Vice Chair, Wicomico County
_____	3 rd Vice Chair, Worcester County
_____	Secretary, Somerset County
_____	Treasurer, Wicomico County
Senator Mary Beth Carozza	At-Large
John Cannon	Immediate Past Chair, Wicomico County

Amended 12/10/2009

BYLAWS
OF
TRI-COUNTY COUNCIL FOR THE LOWER EASTERN SHORE
OF MARYLAND

ARTICLE I

Name

The name of the organization shall be Tri-County Council for the Lower Eastern Shore of Maryland, hereby known as the Council, which said organization is a public body politic and corporate of the State of Maryland. Unless otherwise specified in these bylaws, terms used herein that are defined in the Economic Development Article of the Annotated Code of Maryland shall have the meanings specified therein.

ARTICLE II

Purpose

Section 1: The Council is a tax-exempt public body politic and corporate that shall operate as a cooperative regional planning and development agency within the area consisting of Somerset, Wicomico, and Worcester Counties to foster the physical, economic and social development of the Region and utilize effectively the assistance provided by the State or other public or private sources. It shall initiate and coordinate regional plans and projects for the development of human and economic resources of the Lower Shore. It shall also serve as a resource for the three local governments to assist them with developing of grants, conducting research, and other activities deemed appropriate by the Council.

Section 2: The Council shall perform any and all duties as required or any duties which it determines are in the best interest of the Area, as set forth in the Economic Development Article of the Annotated Code of Maryland, as amended.

ARTICLE III

Authority and Relationship to Other Agencies

Section 1: The Council obtains its authority from the public laws of Maryland as set forth in the Economic Development Article of the Annotated Code of Maryland, as amended. The Council will cooperate with any and all State departments and agencies concerned and submit for approval plans and projects of the Council in which such departments or agencies have statutory functions and responsibilities and coordinate with all of the counties. At the request of the County government, the Council may review that County's local plans, proposals for projects, and

ordinances having an impact outside the boundaries of that County and within the Region. The Council also has the authority to:

- (a) Sue and be sued in contract and in tort;
- (b) Complain and defend in all courts;
- (c) Make and enter into all contracts or agreements necessary or incidental to the performance of its duties;
- (d) Borrow money and apply for and accept advances, loans, grants, contributions and any other form of assistance from the federal government, the State, or other public body, or from any sources, public or private; and
- (e) Execute any instruments and perform any acts or things necessary, convenient, or desirable for its purposes or to carry out the powers expressly given in the Economic Development Article of the Annotated Code of Maryland, as amended.

Section 2: The Council shall select and retain its own legal counsel.

Section 3: Notwithstanding Section 2 of this article, the Attorney General of Maryland may serve as legal adviser to the Council in all matters pertaining to the Council's activities.

ARTICLE IV

Seal

The corporate seal of the Council shall be in such form and shall have such inscription thereon as the Council may determine.

ARTICLE V

Membership

Section 1: The members of the organization entitled to vote shall be as follows:

- (a) Five (5) County Commissioners of Somerset County;
- (b) The County Executive of Wicomico County;
- (c) Four (4) County Councilpersons of Wicomico County;
 - (i) The County Council must provide written notification to the Council prior to its annual meeting as to which members will be serving as voting members for that year.
- (d) Five County Commissioners of Worcester County;
- (e) Three (3) municipal elected officials, one (1) from each County,
 - (i) Appointed by their respective municipal corporations; or
 - (ii) If the municipal corporations located within a County are unable to choose a municipal elected official within a reasonable period of time determined by the Council, The Eastern Shore Municipal Association shall appoint an

- elected municipal official to represent the municipal corporations of that County;
- (f) Members of the General Assembly representing the Region the majority of whose legislative districts are in the Region.
 - (g) Private individuals designated as additional members of the Council by the Executive Board.

Section 2: Other members of the General Assembly representing the Region the majority of whose legislative districts are not in the region, County Commissioners/Councilpersons who are not selected by their respective Counties as voting members, the three (3) County Administrators/Managers, one from each County, and one (1) representative from the Maryland Department of Business and Economic Development or its successors will serve as non-voting members.

Section 3: Other County staff may be added as non-voting members as determined by the Council.

Section 4: Each member of the Council shall be entitled to one (1) vote, except those members specified in Article V, Sections 2 and 3 above, who shall have no vote on any issue to come before the Council.

Section 5: A voting commissioner/councilperson or Wicomico County Executive, as defined in Section 1 a, b c, and d, may designate another commissioner/councilperson or County administrator/manager representing the same County to vote by proxy on behalf of the voting commissioner/councilperson or Wicomico County Executive when the voting commissioner/councilperson or Wicomico County Executive is absent from a meeting.

Section 6: Members of the Council shall serve without compensation.

Section 7: The members of the Council who hold membership by virtue of their elected or appointed positions shall retain their membership on the Council only during their terms of office.

Section 8: Vacancies on the Council by reason of death, resignation, change of residence, or other cause shall be filled for the duration of the term in the same manner as is provided for in the original appointment.

Section 9: At the end of a term, a member continues to serve until a successor is appointed.

Section 10: If a County commission increases its official membership to more than five (5) members, it must provide written notification to the Council prior to the annual meeting of which five (5) members will be serving as voting members for that year.

ARTICLE VI

Officers

Section 1: The officers of the organization shall be a Chairman, First Vice-Chairman, Second Vice-Chairman, Third Vice-Chairman, Secretary, and Treasurer who must be selected from among the voting members of the Council.

Section 2: Each Vice-Chairman shall be from a different County.

Section 3: The officers shall be elected for a term of one (1) year at the annual meeting of the council and shall hold office for a one (1) year period or until the next annual meeting. The Chairman may not be re-elected to serve more than one consecutive term.

Section 4: The officers and members of the Executive Board of the Council shall be elected by a majority vote of the voting members of the Council.

Section 4.1: The office of chairman shall rotate annually among the counties. Each year at the annual meeting, the chairman shall be selected from the county holding the office of first vice-chairman during the immediately preceding year.

Section 5: The offices of First, Second, and Third Vice-Chairman shall rotate annually, county by county, according to the following order: in the first year the First, Second, and Third Vice-Chairmen shall be from Somerset, Wicomico, and Worcester counties respectively; in the second year – Wicomico, Worcester, and Somerset; in the third year – Worcester, Somerset, and Wicomico; and beginning with the fourth year the process shall be repeated.

Section 6: The Executive Board shall consist of the officers of the Council, plus one (1) at-large member assuring balanced representation. There will be no more than three (3) representatives from each County on the Executive Board. For the purposes of this Section, County representation is defined as the County's municipal representative, County commissioners/councilpersons, and the Wicomico County Executive. Decisions of the Executive Board shall be subject to the ratification of the full Council.

Section 7: The newly elected officers and Executive Board shall assume their duties upon election at the annual meeting of the Council.

Section 8: The election of the Council officers will occur at the first meeting following the General Election in November. A five (5) member nominating committee made up of three (3) members of the Executive Board and two (2) members of the Council not on the Executive Board will submit a slate of officers at that meeting. Other nominations will be accepted from the floor. Once nominations are complete, elections will be held.

Section 9: The Immediate Past Chairman will be a non-voting member of the Executive Board.

ARTICLE VII

Duties of the Council and Its Officers

Section 1: The Council shall establish the general policies and procedures for the organization, adopt the annual budget, elect the officers and Executive Board members, and appoint the Executive Director of the Council.

Section 2: The Chairman Shall preside at all of the meetings of the Council and the Executive Board. The Chairman shall perform all duties pertaining to the office, including the appointment of all standing and special committees, ensuring that those committees consist of a cross-section of the Council's membership.

Section 3: The Vice-Chairmen. In the absence or temporary incapacity of the Chairman, the First Vice-Chairman shall perform the duties and exercise the powers of the Chairman. In the event of the death of the Chairman or his resignation, the First Vice-Chairman shall become the Acting Chairman, performing the duties and exercising the powers of the Chairman until the members of the Council elect a new Chairman. If the remaining term of the Chairman is greater than six (6) months, the remaining members of the Executive Board shall call a special meeting of the Council for the election of a new Chairman. The Second Vice-Chairman and the Third Vice-Chairman shall be succeeding officers to the Chairman's position in the event of incapacity, resignation or death of the Chairman and First Vice-Chairman and shall perform the duties required of the officer whom they succeed.

Section 4: The Treasurer shall receive, or cause to be received, all monies and make all disbursements of funds. The Treasurer shall be accountable for all financial transactions and be responsible for reporting on the financial condition of the Council and the end of the fiscal year. The Treasurer shall maintain all books of account and monies of the Council, have the authority to sign checks issued by the Council, keep and maintain complete and accurate accounts of all receipts and disbursements, and make reports thereof at each meeting. All financial transactions will require signatures from two of the following: Executive Director, Chairman, Treasurer, or one member to be determined by the Executive Board.

Section 5: The Secretary shall take or cause to be taken and keep the minutes of each meeting of the Council and shall have custody of and maintain all records of proceedings of the various meetings, including committee reports and all other official reports of the Council. The Secretary shall maintain a list of all members of the Council and record and keep such other records as may be required.

Section 6: The Executive Board shall have the responsibility for monitoring the implementation of Council policies and procedures by the Executive Director and for recommendation of new policies and procedures for the consideration of the Council as appropriate. The Executive Board shall have additional responsibilities and powers as may be granted to it by the Council.

ARTICLE VIII

Executive Director

Section 1: The Council shall have the power to hire an Executive Director.

Section 2: The Executive Director is the chief administrative, fiscal, and planning officer and regular technical advisor of the Council. Subject to the approval of the Executive Board, the Executive Director may make agreements with local planning agencies and economic development agencies, within the jurisdiction of the Council, with the concurrence of appropriate public officials for temporary transfer or joint use of staff employees and may contract for professional or consultative services from other governmental and private agencies. The Executive Director shall serve as the co-custodian with the Secretary of all minutes of the Council.

Section 3: The Council shall be authorized to pay to the Executive Director an established salary that is commensurate with the responsibilities of the position and contingent upon the Council's funding. The Council shall authorize the Executive Director, in accordance with the law establishing the Council, to hire employees to assist the Executive Director in carrying out the purposes of the Council as set forth in the law establishing the Council and shall authorize the Executive Director to pay established salaries to the employees within the confines of the budget available to the Council.

Section 4: The Executive Board shall designate not more than three (3) of its members to conduct an annual performance evaluation of the Executive Director to determine whether the Executive Director is meeting organizational goals and objectives that have been set by the Council. The Executive Director serves at the pleasure of the Council.

ARTICLE IX

Meetings

Section 1: The Council shall meet at least quarterly, and any special meetings of the Council may be called at the discretion of a simple majority of the Executive Board or of the Chairman of the Council at any time upon giving notice as required herein. The annual meeting of the Council shall be held as close to the beginning of the Council's Fiscal Year as is practical.

Section 2: The Executive Board shall meet as necessary.

Section 3: At all meetings of the Council there shall be a quorum when at least twelve (12) voting members of the Council are present, including at least two (2) voting members from each County. For these purposes, the members from each County are defined as the voting commissioners/councilpersons and Wicomico County Executive, their proxies, and the Counties' municipal representatives.

Section 4: The Secretary shall give written notice to the members at least fourteen (14) days in advance of all meetings of the Council and at least five (5) days in advance of all meetings of the Executive Board if practical.

Section 5: At all meetings of the Executive Board there shall be a quorum when at least four (4) members of the Executive Board are present.

ARTICLE X

Voting

The members shall be entitled to vote as previously stated in Article V entitled “Membership,” and no one shall have more than one (1) vote.

ARTICLE XI

Fiscal Year

The fiscal year of the Council shall begin on the first day of July and end on the thirtieth day of June of the following year.

ARTICLE XII

Independent Audit

Beginning in Fiscal Year 2003, an independent auditor, certified in the State of Maryland, shall be retained to audit the financial records of the Council at the end of the fiscal year, whose report and findings will be presented to the Council at the next quarterly meeting.

ARTICLE XIII

Committees

The Chairman of the Council, with the approval of the Executive Board, may appoint such balanced committees as the work of the Council may from time to time require. The Chairman and the Executive Board have the express authority to appoint such committees without receiving the approval of the full Council, notwithstanding Article VI Section 6 of these bylaws.

ARTICLE XIV

Governing Rules

The rules contained in Robert’s Rules of Order Revised shall govern the organization in all cases to which they are applicable and where they are not inconsistent with these bylaws.

ARTICLE XV

Amendments

Amendments to these bylaws may be adopted at a meeting of the Council where a quorum is present, two-thirds or more of the voting members present approve the proposed amendments, and notice of the meeting and the text of the proposed amendments has been provided to all voting members of the Council at least fourteen (14) calendar days in advance of the meeting at which approval of the proposed amendments is requested.



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 28, 2022

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER

Candace Savage
 Deputy ADMINISTRATIVE OFFICER

ROSCOE R. LESLIE
 COUNTY ATTORNEY

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

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2022

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (21), which have current or upcoming vacancies (70). I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have Two (2) positions open:

- Jake Mitrecic – Resigned – Housing Review Bd.
- John Gehrig – Term Ending – Recreation Advisory Bd.

Commissioner Purnell – You have Five (5) positions open:

- Roy Case – Term Ending – Bd. Of Electrical Examiners
- Theophilus Hobbs – Term Ending – LMB
- Alvin Hondo Handy – Term Ending – Recreation Advisory Bd.
- Gregory Purnell – Term Ending – Tourism Advisory Committee
- Lisa Bowen – Term Ending – Bd. Of Zoning Appeals

Commissioner Bunting - You have Three (3) positions open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Debbie Hileman – Term Ending – Housing Review Bd.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott - You have Six (6) positions open:

- Dean Ennis – Term Ending – Agricultural Reconciliation Bd.
- Marc Scher – Resigning – Economic Development Bd.
- Mickey Ashby – Term Ending – Ethics Bd.
- C. D. Hall – Resigned – Housing Review Board
- George Linvill - Term Ending – Solid Waste Advisory Board
- Larry Fykes – Term Ending – Bd. Of Zoning Appeals

Commissioner Fiori - You have Twelve (12) positions open:

- Jim Wilson – Term Ending – Building Code Appeals Bd.
- Chase Church – Resigning – Housing Review Bd.
- Gee Williams – Term Ending – Local Development Council Ocean Downs
- Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed, Berlin – Resident
- Voncelia Brown – Term Ending – Social Services Bd – Available for Reappointment

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Krueger - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Mary “Liz” Mumford -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Elder - You have Seven (7) positions open:

- Ed Phillips – Term Ending – Agricultural Preservation Advisory Bd.
- Alan Hudson – Term Ending - Agricultural Preservation Advisory Bd.
- Tom Babcock – Term Ending – Agricultural Reconciliation Bd. – At Large
- Mark Bargar – Term Ending - Building Codes Appeal Bd.
- Carl Smith – Term Ending – Bd. Of Electrical Examiners
- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Term Ending – Commission For Women

Commissioner Bertino – You have Four (4) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- Bob Gilmore – Term Ending – Solid Waste Advisory Bd.
- James Spicknall – Term Ending – WWW – Ocean Pines Advisory



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 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

All Commissioners:

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(4) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr), **3-Term Endings** – Eric Gray, Sue Abell-Rodden and Col. Douglas Dods
- **(3) - Local Development Council For the Ocean Downs Casino-4 yr.-**
- Mark Wittmyer At-Large, Gee Williams (Fiori), David Massey (At-Large-Business O.P.),
- **(1) – LDCODC** – available and in agreement to be **reappointed** – Cam Bunting-(Fiori) Business, Berlin
- **(2) – Social Services Advisory Board – Reappoint Commissioner Purnell and Mary White At-Large**, See attached letter.
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) does not choose to be reappointed Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
(4) Term Ending- Mary Mumford (At-Large-W.O.C.), Coleen Colson (DSS), Hope Carmean (Elder) and Windy Phillips (Bd. Of Ed.)
- **(18) – Youth Council – Reappoint** two members – Roberson and Rutzler, **Nominate** - 16 new members, See attached List.

Pending Board Appointments - By Commissioner**District 1 - Abbott**

- p.9 - Dean Ennis – Term Ending – Agricultural Reconciliation Bd.
- p. 13- Marc Scher – Resigning – Economic Development Bd.
- p. 15- Mickey Ashby – Term Ending – Ethics Bd.
- p. 16- C. D. Hall – Resigned – Housing Review Board
- p. 23- George Linvill - Term Ending – Solid Waste Advisory Board
- p. 34- Larry Fykes – Term Ending – Bd. Of Zoning Appeals

District 2 - Purnell

- p.14- Roy Case – Term Ending – Bd. Of Electrical Examiners
- p 17-Theophilus Hobbs – Term Ending – LMB
- p.19- Alvin Hondo Handy – Term Ending – Recreation Advisory Bd.
- p.24- Gregory Purnell – Term Ending – Tourism Advisory Committee
- p.34- Lisa Bowen – Term Ending – Bd. Of Zoning Appeals

District 3 - Fiori

- p. 10- Jim Wilson – Term Ending – Building Code Appeals Bd.
- p. 16- Chase Church – Resigning – Housing Review Bd.
- p. 18- Gee Williams – Term Ending – Local Development Council Ocean Downs
- p. 18- Cam Bunting – Local Development Council Ocean Downs – Available for Reappointed
- p. 20- Voncelia Brown – Term Ending – Social Services Bd – Available for Reappointment
- p.25- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- p.25- Matthew Krueger - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic H.
- p.25- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- p.25- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- p.27- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- p.28- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- p.28- Mary “Liz” Mumford -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

District 4 - Elder

- p.8- Ed Phillips – Term Ending – Agricultural Preservation Advisory Bd.
- p.8- Alan Hudson – Term Ending - Agricultural Preservation Advisory Bd.
- p.9- Tom Babcock – Term Ending – Agricultural Reconciliation Bd. – At Large
- p.10- Mark Bargar – Term Ending - Building Codes Appeal Bd.
- p.14- Carl Smith – Term Ending – Bd. Of Electrical Examiners
- p.23- George Dix – Term Ending – Solid Waste Advisory Bd.
- p.28- Hope Carmean – Term Ending – Commission For Women

District 5 - Bertino

- p.9- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- p.14- J.T. Novak – Term Ending – Bd. Of Electrical Examiners
- p.23- Bob Gilmore – Term Ending – Solid Waste Advisory Bd.
- p.26- James Spicknall – Term Ending – WWW – Ocean Pines Advisory

District 6 - Bunting

- p. 15- David Deutsch– Ethics Board –
- p. 16- Debbie Hileman Term Ending – Housing Review Bd.
- p. 28- Susan Childs - resigned– Commission For Women

District 7 - Mitrecic

- p.16- Jake Mitrecic – Resigned – Housing Review Bd.
- p.19- John Gehrig – Term Ending – Recreation Advisory Bd.

All Commissioners:

- p. 6 - **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra
- Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- p. 11 - **(4) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
3-Term Endings – Eric Gray, Sue Abell-Rodden and Col. Douglas Dods
- p. 18 - **(3) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, Gee Williams (Fiori), David Massey (At-Large-Business O.P.),
(1) – LDCODC – available and in agreement to be **reappointed** – Cam Bunting-(Fiori) Business, Berlin
- p. 20 - **(2) – Social Services Advisory Board – Reappoint Commissioner Purnell and Mary White At-Large,**
see attached letter.
- p. 25 - **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- p. 27 - **(1)- Water and Sewer Advisory Council- West Ocean City-(1) Term Endings-Dec. 21 - Keith Swanton**
- p. 28 - **(7) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori), Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.
(4) Term Ending- Mary Mumford (At-Large-W.O.C.), Coleen Colson (DSS), Hope Carmean (Elder) and Windy Phillips (Bd. Of Ed.)
- p. 30 - **(18) – Youth Council – Reappoint** two members – Roberson and Rutzler, **Nominate** - 16 new members, See attached List.

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul FloryBarbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

Since 1972

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

Number/Term: 7/4 years***
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Christian Martin	Purnell	D-2, Berlin	22 -23
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Kathy Drew	Bunting	D-6, Bishopville	* 06-09-13-17-21,21-25
Glen Holland (O-O)	Abbott	D-1, Pocomoke	13-17-21-25

Prior Members:

Norman Ellis	Frank Baker (98-01)
Richard Bradford	Ed Anderson (98-03)
Charles Fulton	Robert Gray (00-05)
Elmer Hastings	Orlando Bishop (01-06)
David Stevens	Roger Richardson (96-07)
Curtis Shockley	Anne Hastings (06-11)
Gerald Redden	Earl Ludey (07-13)
William Sirman, Jr.	George Lee Clayville (00-14)
Harold Purnell	Sandra Frazier (03-14)
Chauncy Henry (96-97)	Donnie Powell (06-15)
Lieselotte Pennewell (93-98)	Bill Bruning(O-O) (11-19)
Carlton Magee (90-00)	Billy Thompson (19-23)
Harry Mitchell (90-00)	

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18,18-22
Tom Babcock	At-Large	No	Whaleyville	14-18, 18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25

Prior Members:

- Robert L. Cowger, Jr. (92-95)
- Charlotte Henry (92-97)
- Robert Purcell (92-98)
- Edward DeShields (92-03)
- Sumei Prete (97-04)
- Shane C. Spain (03-14)
- Dominic Brunori (92-15)
- Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

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

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

Advisory Members

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

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Abbott	Pocomoke	*19-20, 20-24 Resigning
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25

Prior Members: Since 1972

George Gering	Shirley Pilchard	Thomas W. Davis, Sr. (99-09)
Margaret Quillin	W. Leonard Brown	Mickey Ashby (00-12)
Robert W. Todd	Charles Nichols (92-97)	Priscilla Pennington-Zytowicz (09-14)
Charles Fulton	Jeff Robbins (97-98)	Barbara Purnell (08-15)
E. Thomas Northam	Colleen Smith (94-98)	Timothy Collins (03-15)
Charles Bailey	Tommy Fitzpatrick (97-99)	Joshua Nordstrom (12-16)
Terry Blades	John Rogers (92-98)	William Sparrow (16-18)
Roy Davenport	Jennifer Lynch (98-99)	Greg Shockley (14-18)
M. Bruce Matthews	Don Hastings (92-99)	Tom Terry (15-19)
Barbara Tull	Jerry Redden (92-00)	John Glorioso (08-19)
Tawney Krauss	Keith Mason (98-00)	Ralph Shockley (*08-21)
Dr. Francis Ruffo	Bob Pusey (99-00)	Robert Clarke (*08-22)
William Smith	Harold Scrimgeour (00-02)	
Saunders Marshall	Scott Savage (98-03)	
Elsie Marshall	Gabriel Purnell (91-03)	
Halcolm Bailey	Michael Avara (99-03)	
Norman Cathell	Annette Cropper (00-04)	
Mary Humphreys	Billie Laws (91-08)	
Theodore Brueckman	Anne Taylor (95-08)	
	Mary Mackin (04-08)	

* = Appointed to fill an unexpired term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney - Isle of Wight (Ph. 410-352-3057)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19, 19-22
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19, 19-22
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Mickey Ashby	D-1, Abbott	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenney (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official’s actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3 year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
C. D. Hall	D-1, Abbott	Pocomoke	10—22 (resigning)
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19, 19-22
Chase Church	D-3, Fiori	Ocean Pines	*19-20, 20-23(resigning)
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)
William Lynch	Albert Bogdon (02-06)
Art Rutter	Jamie Rice (03-07)
William Buchanan	Howard Martin (08)
Christina Alphonso	Marlene Ott (02-08)
Elsie Purnell	Mark Frostrom, Jr. (01-10)
William Freeman	Joseph McDonald (08-10)
Jack Dill	Sherwood Brooks (03-12)
Elbert Davis	Otho Mariner (95-13)
J. D. Quillin, III (90-96)	Becky Flater (13-14)
Ted Ward (94-00)	Ruth Waters (12-15)
Larry Duffy (90-00)	John Glorioso (*06-19)
Patricia McMullen (00-02)	Sharon Teagle (00- 20)
William Merrill (90-01)	Davida Washington (*21-21)
Debbie Rogers (92-02)	Donna Dillion (08-22)

* = Appointed to fill an unexpired term

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Jennifer LaMade - Local Management Board - (410) 632-3648

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Jennifer LaMade	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Spencer "Lee" Tracey	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Department of Social Services	Indefinite
Theophilus Hobbs IV	At-Large - D. Purnell	Snow Hill	19-22
Dr. Mark Bowen	At-Large - D. Purnell	Snow Hill	20-23
Amy Rothermel	At-Large - Mitrecic	Ocean City	17-20, 20-23
Mark Frostrom	At-Large - Abbott	Pocomoke City	*99-12-15-18-21-24

Prior Members (since 1994):

Tim King (97)	Kathy Simon	Ira Shockley (03-19)
Sandra Oliver (94-97)	Vickie Stoner Wrenn	Eloise Henry-Gordy *(07-20)
Velmar Collins (94-97)	Robin Travers	
Catherine Barbierri (95-97)	Jordan Taylor (09)	
Ruth Geddie (95-98)	Aaron Marshall (09)	
Rev. Arthur George (94-99)	Allen Bunting (09)	
Kathey Danna (94-99)	La'Trele Crawford (09)	
Sharon Teagle (97-99)	Sheriff Charles T. Martin	
Jeanne Lynch (98-00)	Joel Todd, State's Attorney	
Jamie Albright (99-01)	Ed Montgomery (05-10)	
Patricia Selig (97-01)	Edward S. Lee (07-10)	
Rev. Lehman Tomlin (99-02)	Toni Keiser (07-10)	
Sharon Doss	Judy Baumgartner (07-10)	
Rick Lambertson	Claudia Nagle (09-10)	
Cyndy B. Howell	Megan O'Donnell (10)	
Sandra Lanier (94-04)	Kiana Smith (10)	
Dr. James Roberts (98-04)	Christopher Bunting (10)	
Dawn Townsend (01-04)	Simi Chawla (10)	
Pat Boykin (01-05)	Jerry Redden	
Jeannette Tresler (02-05)	Jennifer Standish	2022
Lou Taylor (02-05)	Anne C. Turner	
Paula Erdie	Marty Pusey	2022
Rev. Pearl Johnson (05-07)	Virgil L. Shockley	
Peter Fox (05-07)	Dr. Jon Andes (96-12)	
Lou Etta McClafflin (04-07)	Dr. Ethel M. Hines (07-13)	
Bruce Spangler (04-07)	Deborah Goeller	
Sharon DeMar Reilly	Andrea Watkins (13-17)	
	Sheila Warner (Indefinite)	

Updated: March 15,

Printed: March 16,

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

ITEM 20

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Fiori	Resident - Berlin	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Mary Beth Carozza	Indefinite	Maryland Senator	14-18-22-26
Wayne A. Hartman	Indefinite	Maryland Delegate	18-22-26
Charles Otto	Indefinite	Maryland Delegate	14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5- Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 - Abbott	Resident - Pocomoke	19-22, 22-26

Prior Members:

J. Lowell Stoltzfus ° (09-10)
 Mark Wittmyer ° (09-11)
 John Salm ° (09-12)
 Mike Pruitt ° (09-12)
 Norman H. Conway ° (09-14)
 Michael McDermott (10-14)
 Diana Purnell ° (09-14)
 Linda Dearing (11-15)
 Todd Ferrante ° (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr. ° (09-18)
 Ron Taylor ° (09-14)
 James Rosenberg (09-19)
 Rod Murray ° (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)

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

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

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

Compensation: \$100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Joseph Stigler	D-4, Elder	Snow Hill	*21-23
Mike Hooks	D-1, Abbott	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Fiori	Berlin	*16-17-21-25

Prior Members: Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	Shawn Johnson (15-19)
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	Devin Bataille (19-20)
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	Chris Klebe (*11-21)
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glover (08-12)	
		Joe Mitrecic (10-14)	

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Voncelia Brown	D-3, Fiori	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23
Karen Hammer	D-4, Elder	Snow Hill	21-24
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thornes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	Faith Coleman (15-21)
Marie Doughty	Cathy Gallagher (*13-20)
James Taylor	Sharon Dryden (*20-21)
K. Bennett Bozman	Marie Campione-Lawrence(16-20)
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term



DEPARTMENT OF HUMAN SERVICES

Worcester County
Department of Social Services

Roberta Baldwin
 Director

Tammy Jones
 Assistant Director
 Services

Evelyne Tyndall
 Assistant Director
 Family Investment

Mary Beth Quillen
 Assistant Director
 Administration

Renee Reid
 Assistant Director
 Child Support

MAIN OFFICE
 299 Commerce Street
 P.O. Box 39
 Snow Hill, Maryland 21863

Telephone: 410-677-6800
 Fax: 410- 677-6810
 TTY: 410-677-6800

Website:
www.dhr.maryland.gov/local-offices/worcester-county/

November 16, 2022

Joseph M. Mitrecic, President
 Worcester County Office of the Commissioners
 Worcester County Government Center
 One West Market St., Room 1103
 Snow Hill, MD 21863

RE: Re-Appointment to the Worcester County DSS Advisory Board

Dear Mr. Mitrecic,

I am writing regarding Advisory Board membership which includes the re-appointment of two (2) existing members. I am recommending the re-appointment of Dr. Voncelia S. Brown and Ms. Mary White. Both have eagerly accepted. Their contact information is listed below:

Dr. Voncelia S. Brown
 6024 South Point Road
 Berlin, MD 21811

Ms. Mary White
 9114 Lincoln Lane
 Berlin, MD 21811

Please feel free to contact me if any additional information is needed.

Thank you for your assistance.

Sincerely,

Roberta Baldwin

Roberta Baldwin, LCSW-C
 Director

CC: Weston Young, Chief Administrative Officer



Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22
George Linvill	D-1, Abbott	Pocomoke	14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D. Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C. Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr. (00-14)	
	Robert Clarke (11-15)	

* = Appointed to fill an unexpired term

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:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Barbara Tull	D-1, Abbott	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	
Kathy Fisher ¹	Bob Hulburd (99-05)	
Leroy A. Brittingham ¹	Frederick Wise (99-05)	
George “Buzz” Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

* = 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
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

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

Prior Members: (Since 2005)

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

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**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: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26

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)
Bob Poremski (17-20)
Gregory Sauter (17-21)

* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Abbott	Pocomoke City	17-20, 20-23 21-24
Kris Heiser	Public Safety – State Attorney Office		(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

- | | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Vyoletus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | Vanessa Alban (17-22) |
| Teresa Hammerbacher ^c (95-98) | Linda C. Busick (00-03) | |
| Bonnie Platter (98-00) | Gloria Bassich (98-03) | |
| Marie Velong ^c (95-99) | Carolyn Porter (01-04) | |
| Carole P. Voss (98-00) | Martha Pusey (97-03) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
 Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year terms
 Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
 Kari Lamboni, Worcester County Health Department - (410-632-1100, x1102)
 Crystal Bell, Worcester County Health Department - (410-632-1100, x1108)
 Tyrone Mills, Worcester County Board of Education - (410-632-5084)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Wynter Roberson	Snow Hill	Snow Hill	21-25
Mary Ann Rutzler	Snow Hill	Snow Hill	21-25

* = Appointed to fill an unexpired term Updated: December 1, 2021
 Printed: November 28, 2022

ITEM 20

Prior Members: (Since 2006)

Mallory Miller (06-07)
Irene Mertz (06-07)
Codee Buckler (06-07)
Sabrina Kunciw (06-07)
Abigail Duffield (06-07)
Ashley Brodie (06-07)
Morgan Crank (06-07)
Justin Lewis (06-07)
Amber Sparks (06-07)
Marshall Wool (06-07)
Monique Douglas (06-07)
Ebony Marshall (06-07)
Ashley Cody (06-07)
Lorissa McAllister (06-07)
Dominique Kunciw (06-08)
Brittany Cottman (06-08)
Ronata Thomas (06-08)
Matthew Smarte (07-08)
Keith Spangler (07-08)
Clayton Perry (07-08)
Marissa Dean (07-08)
Charnell Fitchett (07-08)
Quavis Hayes (07-08)
Dominique Bias (07-08)
Tommy Murray (06-09)
Jackie Wangel (06-09)
Kara Brower (07-09)
Mary Mazcko (07-09)
Kevin Ayres (07-09)
Aaron Marshall (07-09)
Gwendolyn Jackson (08-09)
LaTrele Crawford (08-09)
Andrew VanBruggen (09)
Brandon Thaler (08-10)
Megan O'Donnell (08-10)
Mike Guerrieri (09-10)
Brett Oliver (09-10)
Andrew Murrell (09-10)
Sharryse Piggott (09-10)
Michelle Wangel (07-11)
Liam Hammond (16-19)
McCammon Mottley (16-19)
Caroline Matthews (17-20)
Craig Birckhead-Morton (17-20)
Richard Poist (17-20)
Chloe Goddard (16-20)
Amber Whittaker (19-20)

Rachel Thompson (09-11)
Emily Cieri (09-11)
Brianna Carroll (09-11)
LaShae Smith (09-11)
Jenna Kramer (09-11)
Quashaun Willis (09-11)
Tori Duncan (09-11)
Victoria Danna (09-11)
Makya Purnell (11-12)
Michelle Rosinski (11-12)
Ron Foreman (11-12)
Hannah Marie McFord (11-12)
Mariah Amos (09-13)
William Wangel (09-13)
Elizabeth Sayan (11-13)
Casey Ortiz (11-13)
Karley Snyder (11-13)
Dana Pappas (11-13)
Tyler Bivens (11-13)
Jasmine Brown (11-13)

Abby Bunting (11-13)
Megan Ludy (11-13)
Robbie Stancil (11-13)
Torres Savage (12-13)
Gabrielle Ortega (11-14)
Collin Bankert (11-14)
Ami Oliver (11-14)
Taylor Black (11-14)
Jonah Crisanti (11-14)
Paige Stanley (11-14)
Kamryn Evans (12-14)
Dylan Elliott (12-14)
Sabah Nawaz (12-14)
Brynae Waters (13)
Gracie Riley (13-15)
Ruben Ortega III (12-15)
Jillian Petito (13-15)
Brittany Wangel (11-15)
Rachel Bourne (12-15)
Erik Zorn (13-15)

William (Jacob) Mast (13-15)
Sohiab Ijaz (13-15)
Michelle Collins (13-15)
Olivia Hancock (13-15)
Asia Mason (13-15)
Taylor Portier (13-15)
Colby Lane Payne (13-15)
Madeline Goodard (12-16)
Charles Pritchard (13-16)
Jacob LeMay (13-16)
Glennie Rippin (14-16)
Rachel Thomas (14-16)
Danielle Gelinas (14-16)
Sammi Schachter (14-16)
Katie Withers (14-16)
Peyton Dunham (14-17)
Madison Mendiaz (15-17)
Claire Riley (15-17)
Amy Lizas (15-17)
Riley Dickerson (15-17)
D'Nasia Jones (15-17)
Alison Snead (15-17)
LuAnne Mottley (15-17)
Erica Hall (15-17)
Kyle Jarmon (15-17)
Destinee Johnson (15-18)
Tatyana Waters (15-18)
Cali Litton (16-18)
McKenzie Mitchell (16-18)
Decklan Fisher (16-18)
Jon Selby (16-18)
Laila Mirza (16-18)
Patrick Reid (16-18)
Tyler Keiser (16-18)
Melissa Laws (16-18)
T'Nae Fitch (16-18)
Avalon Fortt (17-19)
Zanab Iqbal (17-19)
Jessica Wynne (17-19)
Dana Kim (17-19)
Cooper Richins (17-19)

* = Appointed to fill an unexpired term



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

Worcester County

HEALTH DEPARTMENT

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

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

MEMO

To: Weston Young, Assistant Chief Administrative Officer, Worcester County, One West Market Street, Rm. 1103, Snow Hill, Md. 21863

From: Mimi Dean, MS, Director of Prevention Services, Worcester County Health Department

cc: Rebecca L. Jones, RN, BSN, MSN, Health Officer
Lou Taylor, Superintendent, Worcester County Public Schools
Tamara Mills, Worcester County Public Schools
Kelcey Luyo, Coordinator of Special Programs II

Date: November 1, 2022

Re: Youth Council for Worcester County

The Worcester County Youth Council continued to meet during the 2021-2022 school year to discuss and develop strategies to address youth-related concerns. We appreciate the support of the Commissioners for this Board.

The Worcester County Youth Council members reviewed applications during the March 14, 2022 and at the October 11, 2022 meeting and are recommending the appointment of the following 16 new members for the Youth Council.

The Council respectfully requests that the Worcester County Commissioners officially appoint the following youth to the Board.

<i>Name</i>	<i>School</i>	<i>Grade</i>	<i>Community</i>
Appointment (2 year):			
Mia Acuna	Pocomoke	11	Pocomoke
Brooke Berquist	Stephen Decatur	10	Bishopville
Mandy Chau	Pocomoke	11	Pocomoke
Madelyn Cornwell	Pocomoke	10	Pocomoke
Georgina Enriquez	Pocomoke	10	Pocomoke
Vanessa Francisco-Epitacio	Pocomoke	11	Pocomoke
Teresa Guo	Pocomoke	10	Pocomoke
Emily Knight	Pocomoke	11	Pocomoke
Kyleigh Kruse	Pocomoke	9	Pocomoke
Treston Melvin	Pocomoke	11	Pocomoke
Gregory Mizelle, Jr.	Pocomoke	11	Pocomoke
Brianna Morrison	Stephen Decatur	10	Berlin
Laila Pascucci	Stephen Decatur	9	Berlin
Gabriella Thompson-Servant	Stephen Decatur	10	Berlin
Maddie Shirk	Stephen Decatur	11	Bishopville
Emily Skorobatsch	Pocomoke	9	Pocomoke

This brings the membership to 18 youth with these appointments. During this school year, the council will work to recruit additional members in efforts to expand membership. We are very excited to work with this group of energized, creative young people who are interested in making a difference in their schools and communities.

I am enclosing a copy of the students' applications and a copy of the membership list by community and mailing addresses for appointments.

BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years
Terms expire December 31st

Compensation: \$100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting
Jennifer Keener -Deputy Director, DRP (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Larry Fykes	D-1, Abbott	Pocomoke	*16-19, 19-22
Lisa Bowen	D-2, Purnell	Berlin	*Jan. 22 - Dec.22
David Dypsky	D-3, Fiori	Ocean City	*11-14-17-20, 20-23
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	*05-08-11-14-17-20, 20-23
Jake Mitrecic	D-7, Mitrecic	Ocean City	20-23
Thomas Babcock	D-4, Elder	Whaleyville	15-18-21, 21-24
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18-21, 21-24

Prior Members: (Since 1972)

Robert B. Jackson	Doris Glover (91-95)	Lou Taylor (05-08)
Ruth Spinak	Marion Marshall (90-96)	Jerre F. Clauss (98-10)
Merrill Lockfaw	Madison Bunting (90-96)	Mike Diffendal (08-10)
Winnie Williams	Howard "Buzz" Taylor (97-98)	James E. Clubb, Jr. (06-11)
Randolph F. Wilkerson	Edward Bounds (90-99)	Joe Fehrer, Jr. (06-12)
Cashar J. Hickman	Marion Butler, Sr. (96-99)	Beth Gismondi (96-14)
E. Paige Boston	Dwight Campbell (95-00)	Bill Bruning (12-15)
Elbridge Murray	Larry Widgeon (94-00)	Robert L. Cowger, Jr. (10-16)
Gary McCabe	Robert Ewell (95-01)	Rodney C. Belmont (07-17)
Harley Day	Lester Shockley (99-02)	Larry Duffy (*17-19)
Charles Lynch	Robert Mitchell (02-05)	Glen Irwin (14-20)
Dwight E. Campbell	Janice Foley (99-05)	James Purnell (19-22)
T. Clay Groton	Richard Outten (00-06)	
Albert Berger	Doug Parks (00-06)	
Clifford Dypsky	Brian Roberts (06)	
Donald Jones	Dale Smack (01-06)	
George Ward, Jr. (92-95)		

* = Appointed to fill an unexpired term