

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>
Meeting Attendees are required to wear face coverings and practice social distancing.

August 18, 2020

- | | Item # |
|---|-----------------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session: Discussion regarding a request to hire a part-time temporary Roads Worker II for the Road Division and a Plant Operator Trainee for the Water and Wastewater Division of Public Works, an Accounting Clerk II for the Treasurer's Office, and an Emergency Communications Specialist II for Emergency Services, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions | A-N |
| 10:00 - Call to Order, Prayer (Pastor Dale Brown), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes of July 21, 2020 | |
| 10:05 - Presentations of Commendation: Centennial Celebration of 19 th Amendment and 2020 Woman of the Year Former Commissioner Judith O. Boggs | 1-2 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(Pending Board Appointments, DNR Grant Gateway Award, Public Hearing Request on Expansion of Mystic Harbour Sanitary Service Area, Maryland Community Resilience Grant, Critical Area Grant, Pocomoke City Request for Plan Review and Inspection Services, Text Amendment Application for Creation of Casino Entertainment District, Housing Rehabilitation Re-Bid Request, Authorization to Incur Debt for Newark Spray Irrigation Project, Rebid Design Expense Approval for the Newark Spray Irrigation, Bid Recommendation for Blacktop, Bid Recommendation for Roofing Projects, Change Order #2 for Ocean Pines Water Tower, Central Site Lane RR Grade Crossing, OP WWTP Belt Filter Press, Old Furnace Road Speed Study, Phase 2 of the Jail Improvement Project, CDBG Grant Amendment Extension, Heroin Coordinator Grant, FY21 Certification for Cooperative Library Aid, All Hallows Grant Support Request, FY21 Core Public Health Services Funding Agreement, Ocean City Chamber Tax Credit, MAASA MOU, MAASA We Build You Play MOU, Riverboat Operation, Tourism Branding, and potentially other administrative matters) | 3-29 |
| 10:15 - Legislative Session - Introduction of Bill - Casino Entertainment District | 9 |
| 10:20 - | |
| 10:30 - Public Hearing: 2020 Hazard Mitigation and Resilience Plan | 30 |
| 10:40 - | |
| 10:50 - | |
| 11:00 - Public Hearing: Proposed FY21 MALPF Easement Applications | 31 |
| 11:10 - Chief Administrative Officer: Administrative Matters | 3-29, continued |
| 11:20 - | |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press; County Commissioner's Remarks | |

Lunch

- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 3-29, continued

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

Minutes of the County Commissioners of Worcester County, Maryland

July 21, 2020

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer (CAAO) Kelly Shannahan, ACAO Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring Keith Donaway as a Maintenance Worker I within the Water and Wastewater Division of Public Works, and Adam Powell and Andrew DiGiammo as Correctional Officer Trainees within the County Jail, and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 9:54 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 Pastor Dale Brown of the Community Church at Ocean Pines 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 July 7, 2020 meeting as presented.

The Commissioners presented a commendation to Pocomoke Middle School Principal Matthew Record, a dedicated and innovative administrator, in recognition of being named the Maryland Middle School Principal of the Year by the Maryland Association of Secondary School Principals. The Commissioners noted that Principal Record earned this recognition for his outstanding leadership and the tremendous impact he is making by creating an environment with diverse learning experiences to inspire students to grow and achieve academically while becoming good citizens.

The Commissioners presented a commendation to 2020 Snow Hill High School graduate

and Eagle Scout Craig Birckhead-Morton for serving as Worcester County's Page to the 2020 Maryland General Assembly, as well as his dedication to academic excellence, keen interest in political science, and demonstrating a great potential for leadership. Commissioner Bertino commended Mr. Birckhead-Morton for also serving as a Page to the United States Senate.

Pursuant to the request of Superintendent of Schools Lou Taylor and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the reallocation of \$267,000 within the Board of Education (BOE) budget to complete the following capital improvement projects: replace the intercom at Snow Hill Middle School, resurface the Pocomoke High School gym floor, install a fence to enclose the early childhood area at Snow Hill Elementary School, increase electrical capacity at Worcester Technical High School, and complete various other projects, which were not initially approved in the BOE's requested FY21 budget due to necessary budget cuts that resulted from the COVID-19 pandemic. These funds are now available due to cost savings in FY21 health insurance rates, which were budgeted as Fixed Charges in the approved FY21 BOE budget.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to appoint Kerrie Bunting to the Commission for Women (CFW) for a three-year term expiring December 31, 2024 to replace Bess Cropper whose term expired (Following the meeting it was determined that Ms. Bunting, who is not a County resident, is not able to serve on the CFW, as Section CG 6-101(c) specifically states that "The Commission for Women shall consist of eleven persons, all of whom shall reside in Worcester County.").

Upon a motion by Commissioner Bunting, on behalf of nominations by Commission President Mitrecic, the Commissioners unanimously agreed to reappoint Frank Knight to the Ethics Board and Michael Donnelly to the Local Development Council for the Ocean Downs Casino for four-year terms each expiring December 31, 2023, Jay Knerr to the Planning Commission for a five-year term expiring December 31, 2024, and Maria Campione-Lawrence to the Social Services Advisory Board for a three-year term expiring June 30, 2022.

Upon a nomination by Commissioner Elder, the Commissioners unanimously agreed to submit the names of Richard Thompson and Dr. Scott Tingle to Governor Larry Hogan for his consideration and appointment as an alternate on the Worcester County Property Tax Assessment Appeal Board to replace Gary M. Flater who resigned. The name of Captain Bruce Wooten, who was previously nominated, will also be submitted, as the Governor's Appointment Secretary has advised that the Governor requires at least three nominations for his consideration in making this appointment.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications for a septic system to be installed in conjunction with the construction of a single-family, replacement home in the Stockton area, which is to be funded through the County's new Community Development Block Grant (CDBG).

Pursuant to the request of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President

Mitreic to sign the Maryland CDBG COVID-Round 1 Grant Agreement between the Maryland Department of Housing and Community Development (DHCD) and the County Commissioners, awarding a special allocation of CDBG funds to the County of \$64,265, with an in-kind match of \$3,000 from Diakonia, Inc. and an in-kind match of \$3,000 from County Administration to assist with the impact of the coronavirus. Ms. Reynolds advised that the Worcester County Developmental Center was awarded funding of \$31,400 for Chrome Books and Information Technology programming, and Diakonia was awarded \$32,865 for staff salaries and COVID supplies for homeless assistance.

The Commissioners met with Tom Perlozzo, Director of Recreation, Parks, Tourism, and Economic Development, to review eight bids received for the eight available West Ocean City Commercial Harbor boat slips. Pursuant to the recommendation of Mr. Perlozzo and upon a motion by Commissioner Elder, the Commissioners voted unanimously to accept the high bids and award the eight lease agreements for five-year leases of the commercial boat slips at the West Ocean City Harbor, subject to proof of liability insurance, as follows: award of the three 100-foot slips to H. Drexel Harrington for 'Tiki XIV, Inc.' at \$5,675, Sam A. Martin of Martin Fish Co., LLC, FV for 'Atlantic Girl' at \$6,000, and Sam Martin of Martin Fish Co., LLC, FV for 'Second Wind' at \$5,500; and award of the five 75-foot slips to Jeffrey Eutsler for 'Tony & Jan' for \$5,001.99, Micah Fooks for 'Dream Catcher' for \$5,250, David Trader for 'Valerie Marie' for \$4,500, Earl R. "Sonny" Gwin for "Skilligalee, Inc.' at \$3,724, and James Hahn, Stormy Seas, LLC for 'Allison' at \$7,005, for a total rent of \$42,655.99 for the first year, with a 2% escalator each year during years two through five.

Pursuant to the request of Assistant Finance Officer Jessica Wilson and upon a motion by Commissioner Elder, the Commissioners unanimously adopted Resolution No. 20-22 providing official intent for the issuance and sale of tax-exempt water quality bonds not to exceed \$1,046,771 for the purpose of financing the Newark spray irrigation project. Ms. Wilson advised that the \$2,093,542 project will be funded through the Maryland Department of the Environment by way of a low-interest loan of \$1,046,771, and loan forgiveness (grant funds) of \$1,046,771.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications for bituminous concrete asphalt overlay for resurfacing approximately 12.16 miles, roughly 64,244 feet, of County roadway, with funds of \$1 million available within the FY21 budget.

Pursuant to the request of Information Technology Director Brian Jones and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitreic to sign the annual Worcester County Shared Communications Network Design, Implement, and Support Contract for managed WAN (Wide Area Network) Services Agreement between the Worcester County Commissioners and Skyline Technology Solutions (Contractor). Mr. Jones explained that Skyline will continue to provide WAN monitoring, alerting, and maintenance support for 43 County network devices and locations, which include the libraries, emergency service radios, public safety buildings, telephone systems, and HVAC (heating, ventilation, and air conditioning) systems at a total cost of \$6,859.96 per month through June 30, 2021, with funds available in the FY21 budget for this service.

Following some discussion and upon a motion by Commissioner Nordstrom, the Commissioners further authorized this request to be approved administratively in the future by the Chief Administrative Officer, provided the contract does not change substantially by more than 5% total cost.

The Commissioners met with Development Review and Permitting (DRP) Director Ed Tudor to discuss a request from Gerhard J. Norkus, Minister, Jehovah's Witnesses, for a waiver of \$250 in fees for certain global information system (GIS) data layers, with the address point data to be used as a tool to perform ministry outreach to people in the community. In response to a question by Commissioner Nordstrom, Mr. Tudor stated that the County has not waived DRP fees in the past, though they have occasionally issued grants equal to the amount of said fees at budget time.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously denied the requested fee waiver.

The Commissioners met with Emergency Services Director Billy Birch to discuss the proposed 2020 Hazard Mitigation and Resilience Plan, which must be updated every five years to remain eligible for disaster relief funding from the Federal Emergency Management Agency (FEMA). Mr. Birch stated that FEMA has approved the plan, which is available for public viewing at www.co.worcester.md.us prior to the required public hearing.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to schedule a public hearing to receive public comment on the 2020 Hazard Mitigation and Resilience Plan on August 18, 2020, as recommended by Mr. Birch.

The Commissioners met with Health Officer Becky Jones, Environmental Health Director Ed Potetz, and State's Attorney Kris Heiser to discuss policies and procedures regarding COVID-19 enforcement in light of Governor Larry Hogan's press conference on July 14, 2020 regarding concerning trends. These include increasing infection rates among young people and an increasing number of COVID-19 cases connected to non-compliance with public health requirements, particularly in bars and restaurants, which jeopardizes their customers and employees as well as the State's overall safe, effective, and gradual recovery, which could result in the reclosing of bars and restaurants. Commissioner Mitrecic stated that the County must be vigilant and all partners must understand their roles to avoid the reclosing of bars and restaurants.

Ms. Jones stated that the Health Department has stepped up community-based screenings, which are available four days a week (Mondays and Wednesdays at the West Ocean City Park and Ride and Tuesdays and Thursdays at the Pocomoke Health Department). She provided an update on the Health Department's response to COVID-19, stating that the number of positive cases are rising in response to increased testing, with 417 positive cases identified after completing roughly 7,200 COVID-19 tests. She stated that her office is currently monitoring 280 individuals in isolation and quarantine (I/Q), all of whom have been compliant with the two-week isolation requirements. She further stated that her office has received 230 complaints regarding businesses alleged to be noncompliant with the State guidelines, and her office investigates each complaint. She also noted that, of all the complaints received, the Health Department has only closed one establishment for failing to correct ongoing violations.

However, after being closed, that establishment submitted an action plan and has since reopened. Ms. Jones confirmed that the temporary closures of other establishments have all been voluntary, and her office has been working closely with and providing guidance to these businesses. She then reviewed the protocols for addressing businesses that violate State guidelines.

Ms. Heiser stated that her office has remained in close contact with the Health Department and law enforcement from the beginning of the pandemic with regard to noncompliance, and as of today four individuals have been charged with violating Governor Hogan's COVID-19 restrictions. She stated that they will continue working together to maintain safety and encourage voluntary compliance.

Commissioner Nordstrom commended Health Department officials for their efforts to make COVID-19 testing available and for keeping positive cases low. He expressed his hope that individuals and businesses would comply with the State guidelines.

In response to a question by Commissioner Mitrecic regarding working with the Board of License Commissioners, Mr. Potetz stated that his office typically receives 30 complaints each weekend, most of which involve individuals standing at bars who are not wearing masks and are failing to practice social distancing. He confirmed that most of the complaints are associated with facilities in Ocean City. He then reviewed how his staff works with businesses to seek voluntary compliance.

In response to a question by Commissioner Elder, Ms. Jones stated that her office does test summer workers and then reports positive cases to their home counties to maintain State tracking. She confirmed that the Worcester County residents who died of COVID-19 had underlying health conditions or co-morbidities. In response to a question by Commissioner Church, Ms. Jones advised that a recent New York Times article may have been referencing the seven-day positivity rate included in State data when alleging that the chances of being infected with COVID-19 are higher in Worcester County than anywhere else in Maryland.

In response to a question by Commissioner Bunting, Ms. Jones confirmed that, of the 17 County residents who died of COVID-19, two contracted and succumbed to the virus while in another jurisdiction and three were under Hospice care. She confirmed that the cause of death is determined by the attending physician. Commissioner Bunting stated that Worcester County is doing a great job combatting COVID-19. Ms. Jones concurred, noting that hospitalizations, those in intensive care units, and those on ventilation have declined. In response to a follow up question by Commissioner Elder, Ms. Jones stated that this is an ever-changing virus, with the potential of reinfection, and her staff reminds everyone they work with to continue practicing basic prevention strategies: wash your hands, cover your mouth, wear a face covering, and practice social distancing.

Commissioner Purnell thanked Ms. Jones and Ms. Heiser for their efforts. In response to a question by Commissioner Purnell regarding whether the Health Department receives statistics from outside of the County after major holidays of those who say they contracted COVID-19 when visiting the County, Ms. Jones confirmed that her office has asked the State to include the question "What was your recent travel and to where?" when completing contact investigations.

Commissioner Mitrecic stated that all need to be vigilant and work together to keep Worcester County safe, and he urged Ms. Jones to advise the Commissioners if there is anything the Commissioners and law enforcement can do to help keep the County safe and to reinforce the Governor's orders. He also urged Ms. Jones to schedule a meeting with the local mayors and city managers and provide them with guidance, so that they can work together to keep Worcester as

safe as possible.

The Commissioners recessed for 10 minutes.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 20-6 (Zoning-Home Occupations in E-1 District), which was introduced on June 16, 2020 by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell. Development Review and Permitting Director Ed Tudor stated that this bill would amend Section ZS 1-339(a)(10) of the Zoning and Subdivision Control Article to include the E-1 Estate District as one of the zoning districts in which a home occupation of up to 3,000 square feet in gross floor area may be permitted in an accessory building on a lot greater than 80,000 square feet in area. Mr. Tudor stated that such home occupations are currently limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet. He stated that a home occupation in general must be an incidental use, with no more than one employee who does not reside on the premises, with no visible change to the property, no noise or odors, no substantial traffic generated, and shall not be interpreted to include animal boarding facilities, restaurants, lounges, overnight exterior storage, body piercing establishments, or tattoo establishments, among other limitations. He stated that the proposed text amendment received a favorable recommendation from the Planning Commission.

Commissioner Mitrecic opened the floor to receive public comment.

Mark Spencer Cropper, applicant, concurred with the findings of the Planning Commission and County staff. He noted that his client owns property on St. Martins Neck Road that is surrounded by A-1 and A-2 properties, where home occupations are already permitted. Furthermore, if the Commissioners had eliminated the E-1 zoning district as proposed during the 2009 comprehensive rezoning, his client's property would have been rezoned A-1 or A-2 where home occupations are already permitted. He concluded that passage of this bill would make the permitted uses in the E-1 District consistent with the surrounding area and urged the Commissioners to adopt Bill 20-6 as presented. In response to a question by Commissioner Church, Mr. Cropper stated that his client intends to use his property to store plumbing supplies for his business, which is a very low impact activity that would be perfectly appropriate in the St. Martins Neck area and would be restricted as outlined by Mr. Tudor.

Michael LeCompte, president of the South Point Association, stated concern that allowing home occupations in the E-1 District could result in the construction of pole buildings or 50x60 pads to establish yacht or car repair businesses, or to store materials for bulk online sales in South Point, where retirees have established beautiful homes worth millions of dollars and do not want to see any commercial activity. In response to a question by Commissioner Bertino, Mr. Tudor advised that a homeowner could build a large (ten, twenty, or thirty thousand square foot) accessory structure in South Point today, provided it was not used for a home occupation. He further confirmed that a mechanic shop is a permitted home occupation today in both the agriculture and residential zoning districts. In response to a question by Commissioner Bunting, Mr. Tudor confirmed that, if the Commissioners had rezoned E-1 to R-1 in 2009 or approved a subsequent sectional rezoning a few years ago to make South Point R-1, the Commissioners would not be conducting this public hearing today.

Rick Martello of South Point expressed concern that under this amendment someone

could develop a car repair shop or other retail establishment. In response to a question by Commissioner Bertino, Mr. Tudor confirmed that, while an individual whose home occupation was quilt making could have someone come to her home to purchase that quilt, an individual could not open a retail shop to sell items that said individual did not produce.

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

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Church voting in opposition, to approve Bill 20-6 (Zoning-Home Occupations in E-1 District) as presented.

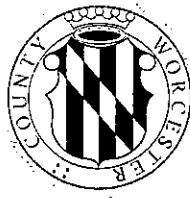
Upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to appoint Mike Pruitt to serve on the review committee for the Workforce Back to Business COVID-19 Assistance Grant Program.

In response to a question from Commissioner Elder, incoming Assistant Chief Administrative Officer Weston Young advised that Somerset and Wicomico Counties received grants in the first round of the State Eviction Prevention Partnership, while Worcester County had not been notified about this opportunity, and information about the grant was not published on the State website. He advised that, since that time, County staff has researched this grant opportunity and will potentially partner with subrecipients Diakonia, Inc. and the Department of Social Services (DSS) to submit a grant application during the second round of funding.

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

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to meet in closed session at 11:27 a.m. in the Commissioners' Meeting Room to discuss personnel matters permitted under the provisions of Section 3-305(b)(1) of the General Provisions (GP) Article of the Annotated Code of Maryland. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer (CAO) Kelly Shannahan, CAO Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; Warden Donna Bounds, Assistant Warden Fulton Holland, and a County employee. Topics discussed and actions taken included conducting an employee disciplinary hearing.

After the closed session, the Commissioners adjourned to meet again on August 4, 2020.



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

PROCLAMATION

WHEREAS, August 26, 2020 marks the 100th anniversary of the passage of the 19th Amendment to the U.S. Constitution, prohibiting the states and federal government from denying voting rights to citizens on the basis of sex, and guaranteeing all American women the right to vote; and

WHEREAS, we celebrate this landmark victory in American democracy, recognizing the decades-long struggle of women's suffrage supporters who organized, marched, petitioned, and picketed to champion the voting rights of women.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, join with representatives from the Suffrage Centennial Celebration Committee of Worcester County to proclaim August 26, 2020 in Worcester County as the **Centennial Celebration of the 19th Amendment to the U.S. Constitution**.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of August, in the Year of Our Lord Two Thousand and Twenty.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



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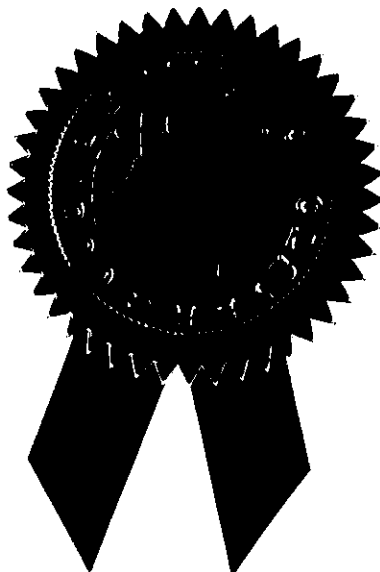
COMMENDATION

WHEREAS, Judith O. Boggs, a former Worcester County Commissioner and founding member of the Worcester County Commission for Women (CFW), has been named the 2020 Woman of the Year by the CFW for her extraordinary accomplishments and for her commitment to improving the lives of area residents; and

WHEREAS, while serving three terms as a County Commissioner, she advocated for numerous community infrastructure initiatives, including the extension of natural gas to the County, and conducted more than three dozen town hall meetings to connect constituents to local government. She also established and served as the first president of the CFW, and served on numerous boards and commissions, including the Kiwanis Club of Ocean Pines and Republican Women of Worcester County. In 2005 for her contributions, she was named one of “Maryland’s Top 100 Women.”

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend former **Commissioner Judith O. Boggs** for being named the 2020 Woman of the Year and thank her for investing her time and resources into improving the quality of life in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 18th day of August, in the Year of Our Lord Two Thousand and Twenty.



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



ITEM
3

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
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August 10, 2020

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (9) which have current or upcoming vacancies (17 total). They are as follows: Commission on Aging Board (3), Building Code Appeals Board (1), Local Development Council for the Ocean Downs Casino (1), Lower Shore WorkForce Development Board (2), Property Tax Assessment Appeal Board (1), Social Services Board Advisory (3), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1) and the Commission For Women (1). I have circled the members whose terms have expired or will expire on each of these boards.

Please be advised that Walter Maizel is being nominated by the Lower Workforce Alliance for the Eastern Shore for reappointment. Ms. Melanie Pursel no longer meets the Board requirements to fill the role as a business member of the Lower Shore WorkForce Development Board, therefore Ms. Whitney Palmer has been nominated to fill this position (see attachment, **pages 8-10**). A letter was sent to Governor Hogan with three nominees for the alternate position available on the Property Tax Assessment Appeal Board: Capt. Bruce Wootten, Mr. Richard Thompson and Mr. Scot Tingle (**pages 12-13**). On the Social Services Advisory Board, Ms. Maria Campione-Lawrence has resigned (**page 16**).

Letter of Interest – pages 17-18 - Social Services Advisory Board
Letter of Interest – pages 21-22 - Tourism Advisory Board

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

1

Pending Board Appointments - By Commissioner

District 1 - Nordstrom All District Appointments Received. Thank you!

District 2 - Purnell p. 14 - Social Services Advisory Board (Nancy Howard) - 3 year

District 3 - Church p. 19 - Solid Waste Advisory Committee (Bob Augustine)- 4-year

District 4 - Elder All District Appointments Received. Thank you!

District 5 - Bertino p. 14 - Social Services Advisory Board (Cathy Gallagher) - 3 year
p. 19 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

District 6 - Bunting p. 20 - Tourism Advisory Committee (Isabel Morris) - 4-year
p. 23 - Commission for Women (Bess Cropper) - 4 year

District 7 - Mitrecic p. 5 - Building Code Appeals Board (Bill Paul) - 4-year
p. 14 - Social Services Advisory Board (Maria Campione-Lawrence)

All Commissioners

- p. 6 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
p. 7 - (2) - Lower Shore WorkForce Development Board (Walter Maizel and Melanie Pursel - Business Representative) - 4 yr.

All Commissioners (Awaiting Nominations)

- p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdletree) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year
p. 11 - (1) Property Tax Assessment Appeal Board - Cpt. Bruce Wootten nominated, but the State requires 2 other nominations to consider the appointment. - 5-yr.
p. 19 - (2) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill and Jamey Latchum - _____Town of Berlin) 4 yr.

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
John Dorrough, Executive Director or Rob Hart, Acting Deputy Director
(410-632-1277)

Current Members:

Member's Name	Resides/Represents	Years of Term(s)
Cynthia Malament	Berlin	07-10-13-16, 16-19 <i>Retired</i>
Lloyd Parks	Girdletree	08-11-14-17, 17-20 <i>Passed</i>
Clifford Gannett	Pocomoke City	*12-14-17, 17-20 <i>Passed</i>
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon
 Maude Love
 Dr. Donald Harting
 John C. Quillen
 Violet Chesser
 William Briddell
 Harrison Matthews
 John McDowell
 Mildred Brittingham
 Maurice Peacock
 Father S. Connell
 Rev. Dr. T. McKelvey
 Samuel Henry
 Rev. Richard Hughs
 Dorothy Hall
 Charlotte Pilchard
 Edgar Davis
 Margaret Quillen
 Lenore Robbins
 Mary L. Krabill
 Leon Robbins
 Claire Waters
 Thelma Linz
 Oliver Williams
 Michael Delano
 Father Gardiner
 Iva Baker
 Minnie Blank
 Thomas Groton III
 Jere Hilbourne
 Sandy Facinoli
 Leon McClafin
 Mabel Scott
 Wilford Showell
 Rev. T. Wall
 Jeaninne Aydelotte
 Richard Kasabian
 Dr. Fred Bruner
 Edward Phillips
 Dorothy Elliott
 John Sauer
 Margaret Kerbin
 Carolyn Dorman
 Marion Marshall
 Dr. Francis Ruffo
 Dr. Douglas Moore
 Hibernia Carey
 Charlotte Gladding
 Josephine Anderson
 Rev. R. Howe
 Rev. John Zellman
 Jessee Fassett
 Delores Waters
 Dr. Terrance A. Greenwood
 Baine Yates
 Wallace T. Garrett
 William Kuhn (86-93)
 Mary Ellen Elwell (90-93)
 Faye Thomes
 Mary Leister (89-95)

William Talton (89-95)
 Sunder Henry (89-95)
 Josephine Anderson
 Saunders Marshall (90-96)
 Louise Jackson (93-96)
 Carolyn Dorman (93-98)
 Constance Sturgis (95-98)
 Connie Morris (95-99)
 Jerry Wells (93-99)
 Robert Robertson (93-99)
 Margaret Davis (93-99)
 Dr. Robert Jackson (93-99)
 Patricia Dennis (95-00)
 Rev. C. Richard Edmund (96-00)
 Viola Rodgers (99-00)
 Baine Yates (97-00)
 James Shreeve (99-00)
 Tad Pruitt (95-01)
 Rev. Walter Reuschling (01-02)
 Armond Merrill, Sr. (96-03)
 Gene Theroux
 Blake Fohl (98-05)
 Constance Harmon (98-05)
 Catherine Whaley (98-05)
 Wayne Moulder (01-05)
 Barbara Henderson (99-05)
 Gus Payne (99-05)
 James Moeller (01-05)
 Rev Stephen Laffey (03-05)
 Anne Taylor (01-07)
 Jane Carmean (01-07)
 Alex Bell (05-07)
 Inez Somers (03-08)
 Joanne Williams (05-08)
 Ann Horth (05-08)
 Helen Richards (05-08)
 Peter Karras (00-09)
 Vivian Pruitt (06-09)
 Doris Hart (08-11)
 Helen Heneghan (08-10)
 Jack Uram (07-10)
 Robert Hawkins (05-11)
 Dr. Jon Andes
 Lloyd Pullen (11-13)
 John T. Payne (08-15)
 Sylvia Sturgis (07-15)
 Gloria Blake (05-15)
 Dr. Jerry Wilson (Bd. of Ed.)
 Peter Buesgens (Social Services)
 Deborah Goeller (Health Dept.)
 George "Tad" Pruitt (05-17)
 Bonnie C. Caudell (09-17)
 Larry Walton (13-18)

* = Appointed to fill an unexpired term

4

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: \$50 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>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19
Kevin Holland	D-1 - Lockfaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23

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)

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
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
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23

Prior Members:

Since 2009

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

Linda Dearing (11-15)
Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

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

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Becca Webster, Workforce Director (410-341-3835, ext 6)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

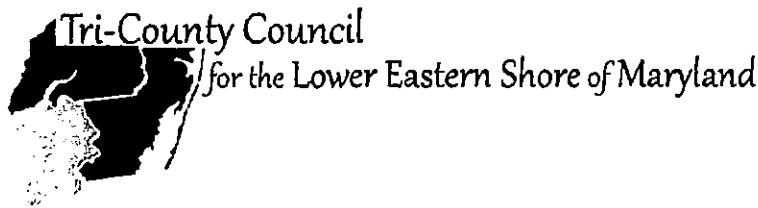
Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.
Ivy Wells	Berlin	20-21	Business Rep.

Handwritten notes: "Seeking Reapppt." next to Walter Maizel; "see attached letter" next to Melanie Pursel.

Prior Members: Since

- | | |
|---------------------------|-------------------------|
| Baine Yates | Bruce Morrison (05-08) |
| Charles Nicholson (98-00) | Margaret Dennis (08-12) |
| Gene Theroux (97-00) | Ted Doukas (03-13) |
| Jackie Gordon (98-00) | Diana Nolte (06-14) |
| Caren French (97-01) | John Ostrander (07-15) |
| Jack Smith (97-01) | Craig Davis (13-17) |
| Linda Busick (98-02) | Donna Weaver (08-17) |
| Edward Lee (97-03) | Geoffrey Failla (15-18) |
| Joe Mangini (97-03) | |
| Linda Wright (99-04) | |
| Kaye Holloway (95-04) | |
| Joanne Lusby (00-05) | |
| William Greenwood (97-06) | |
| Gabriel Purnell (04-07) | |
| Walter Kissel (03-07) | |
| Heidi Kelley (07-08) | |



Tri-County Council
for the Lower Eastern Shore of Maryland

31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

August 5, 2020

Joseph Mitrecic
President
Worcester County Commissioners
1 West Market St., Room 1103
Snow Hill, MD 21863

Dear Commissioner Mitrecic:

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor. Labor grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations which requires that the majority of the Workforce Development Board (WDB) members represent employers in our community. There are five such seats per county on the WDB. WIOA requires that each of these members:

1. Be an owner, chief executive officer, chief operating officer, or other business executives or individual with optimum policymaking or hiring authority;
2. Provide employment opportunities in in-demand industry sectors or occupations;
3. Provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others; and
4. Be appointed from among individuals nominated by local business organizations and business trade associations.

The current WDB members for Worcester County are:

Worcester	Industry	Expiration
1. Jason Cunha	Financial Services	11/5/23
2. Bo Duke	Hospitality	9/30/21
3. Walt Maizel	Construction	9/30/20
4. Melanie Pursel	Multiple	9/30/22
5. Ivy Wells	Multiple	9/30/21

We have been working towards requesting the appointment of Whitney Palmer to the long-vacant board seat. Ms. Palmer is the Practice Manager at Berlin Animal Hospital in Berlin Maryland. Her biography is attached. We recently received notice that Ivy Wells has been appointed to the board to fill that vacant seat. However, we still respectfully request the Ms. Palmer be appointed at this juncture to replace Melanie Pursel. As you know, Mrs. Pursel is no longer with the Ocean City Chamber of Commerce. While in general the seat follows the member if he or she changes jobs, as an employee of Worcester County Mrs. Pursel no longer meets the requirements as listed above to fill the role of a business member of the board. Ms. Palmer can fulfill this requirement if appointed.



Serving Somerset, Wicomico and Worcester Counties



8



31901 TRI-COUNTY WAY
SUITE 203
SALISBURY, MARYLAND 21804
PHONE: 410-341-8989
FAX: 410-341-8988
WWW.LOWERSHORE.ORG

Additionally, Walt Maizel's current term ends in September. We request that he be re-appointed to a third term on the board. Mr. Maizel has been an active and valuable member of our board and is willing and able to continue to serve.

I would appreciate your prompt attention to this matter and if you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Gregory E. Padgham". The signature is written in a cursive style with a large initial "G".

Gregory E. Padgham
Executive Director

Attachment:
Biography for Whitney Palmer



Serving Somerset, Wicomico and Worcester Counties



9

Whitney Palmer is the Practice Manager at Berlin Animal Hospital in Berlin Maryland. Berlin Animal Hospital has been a staple in the community since the 1960s and has been owned and operated by her family since 1985. Whitney has been in her role since 2011 and serves as 1 part executive, 1 part mentor, 2 parts client therapist, 3 parts golden retriever mom.

Whitney loves being able to serve her community by providing health care to the pet members of her client's families, but her satisfaction comes from providing reliable, trusted, and fair employment to her co-workers. Whitney also serves as the Vice-Chair of the Democratic Central Committee, is the Treasurer for the Presbyterian Peace Fellowship Committee, a previous Court Appointment special Advocate for Children volunteer, and generally tries to stay active in the Berlin community. Her favorite activities are kayaking, hiking, and napping in the sun with her golden retriever, Eva.

Whitney Palmer
Berlin Animal Hospital

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

C) = Chairman

Prior Members: Since 1972

Wilford Showell
E. Carmel Wilson
Daniel Trimper, III
William Smith
William Marshall, Jr.
Richard G. Stone
Milton Laws
W. Earl Timmons
Hugh Cropper
Lloyd Lewis
Ann Granados
John Spurling
Robert N. McIntyre
William H. Mitchell (96-98)
Delores W. Groves (96-99)
Mary Yenny (98-03)
Walter F. Powers (01-04)

Grace C. Purnell (96-04)
George H. Henderson, Jr. (97-06)
Joseph A. Calogero (04-09)
Joan Vetare (04-12)
Howard G. Jenkins (03-18)
Robert D. Rose (*06-17)
Larry Fry (*10-14 alt)(14-18)

Scot Morgan Tingle Ed. D.

OBJECTIVE: Striving to competently serve the citizens of Worcester County and the state of Maryland, I am seeking to be appointed to the Worcester County Property Tax Assessment Appeals Board where previous experience, real world application and knowledge of real estate valuation can be utilized in the service of the public good.

EDUCATION

Salisbury University May/ 1989
Bachelor of Science – Accounting

WORK EXPERIENCE

Trice Valuation Services – Residential Real Estate Appraiser 1/96-12/98
T. Morgan Properties, LLC – Principal Owner – Real Estate Investments 6/97-8/18

LEADERSHIP POSITIONS HELD

Maryland Longitudinal Data Systems Governing Board – Appointed by Governor
Administrator – Worcester County Public Schools – 10 Years

CIVIC & COMMUNITY INVOLVEMENT

Snow Hill Rotary Club & Rotary International
Snow Hill Lions Club & Lions Club International

MILITARY

Submarine Force; U.S. Navy October/1980 – March/1985

INTERESTS & HOBBIES

Recreational Pilot, Reading, Golf

Worcester County Commissioners

August 2, 2020

Attention: County Commissioners

1 W. Market Street #1103

Snow Hill, Maryland 21863

Dear Commissioners:

Thank you for reviewing and considering my application to serve on the Worcester County Property Tax Assessment Appeals Board.

As directed by Ms. Karen Hammer, I have completed the online application with the Maryland state government appointments office. Having previously been appointed by Governor Hogan to serve on another board that works closely with the state department of education, I am very familiar with the application process and the ethics requirements related to public service.

As noted on my resume, I have prior experience as a residential real estate appraiser in the private sector. Although my experience as an appraiser is not recent, residential real estate valuation theory and application principles are consistent over time.

In addition, as the principal owner of T. Morgan Properties, LLC for over twenty years, I have had ongoing experience in real estate. In 1998, I began investing in residential real estate investment properties and I discontinued the company in 2018 after I liquidated all of the properties. Over those years, I was regularly involved in buying, selling and refinancing properties.

I welcome the opportunity to discuss my candidacy for the Property Tax Assessment Appeals Board in more detail as you deem necessary.

Thank you for your time and consideration in this matter.

Sincerely,

Scot M. Tingle Ed. D.

Snow Hill, Maryland

13

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

Resigned

* = 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	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: July 21, 2020
Printed: July 27, 2020

AUGUST 4,2020

WORCESTER COUNTY

COUNTY COMMISSIONS

ONE WEST MARKET ST.


SNOW HILL,MD.21863

ATT:JOSEPH MITRECIC,PRESIDENT

**REFERENCE IS MADE TO YOUR LETTER DATED JULY 23,2020 ABOUT MY
BEING REAPPOINTED TO THE COUNTY SOCIAL SERVICE BOARD.**

**UNFORTUATLY, BUT DUE TO OTHER COMMITMENTS I AM UNABLE TO
SERVE AT THIS TIME.**

SINCERELY,



MARIA T.CAMPIONE-LAWRENCE

Ellen A. Willingham, MA

Please accept this letter and resume as an expression of my interest in joining the **District Five Social Services Advisory Board** I believe I offer the right combination of community organization, administration, and program development skills for this position.

I bring extensive experience serving rural communities as well as a solid background in program operations, budget management and oversight. I work with partners to mobilize collective action, resulting in policy and environmental supports that foster diverse community betterment initiatives, and resiliency.

Serving as Community Health Advocate for Priority Partners, MCO allows me to support the efforts of local community health, human service, and workforce development programs; and to also work to raise awareness about the preventable and treatable underlying conditions that have made Covid-19 so challenging.

Currently serving on the Homeless Alliance of the Lower Shore Continuum of Care Committee and the Vulnerable Populations Covid-19 Outreach, I am connected to a multidisciplinary network of human service, private and public health organizations serving the tri-state area.

I look forward to meeting with you to discuss my qualifications further. Thank-you for your time and consideration, I look forward to your response.

Sincerely,

Ellen A. Willingham

I will bring extensive experience

ELLEN A. WILLINGHAN MA

Summary: Working at the crossroads of community betterment, workforce development, and criminal justice, my expertise lies in developing, implementing, and managing strategic initiatives designed to improve outcomes for citizens across the lifespan.

Community Health Advocate

Priority Partners, MCO

Coordinate multi-function program activities focused on population health, disease prevention and facilitating access to affordable health insurance and care. Support the efforts of local multi-disciplinary public and private human service agencies working in collaboration to promote health in all policies.

Case Manager, II

Goodwill Reentry Opportunities for Work

Maryland Reentry Navigator

Maryland Department of Labor, Licensing, & Regulation (DLLR)

Coordinate local efforts to strengthen the investment in and support for citizens with records.

Using a case management approach, assist participants with transitional services (i.e. housing, transportation, child care, license and other supportive services).

Adult Transition Specialist

WorWic Community College

Provide incarcerated individuals with services that facilitate successful transition into Maryland's workforce and communities. Successfully facilitated the award of Transition Planning Certificates to 100% of assigned under 21 students March – June 2018.

Chronic Disease & Tobacco Prevention Supervisor

Maryland Department of Health - Worcester County Health Department

Coordinated community chronic disease and tobacco prevention impact operations: design, develop, deliver, and evaluate Worcester County Health Department efforts to improve population health outcomes across the lifespan.

Responsible for monitoring awarded grants in excess of \$250,000, insuring grant terms and conditions were met as contracted.

Formulated project goals, objectives, operating policies, strategic program plans, guidelines, standards and priorities.

Program Director

University of Maine Center on Aging (COA)

Principle investigator, directing multi-functional program activities for the Corporation for National Community Service (CNCS) grant funded Senior Companion Program (SCP) for the UMaine Center on Aging (CoA). Directed services in 11 rural underserved Maine counties (35,385 sq. mi.); coordinated five community based Outreach Coordinators supporting 100 Senior Companions who provide supportive services to 352 home-bound adults.

Area Program Manager

National Able Network

Delivered intensive services and facilitated workforce development activities to dislocated workers. Cultivated business relationships throughout the region to guide business owners to programs that provide direct connection to individuals looking for work. Increased host agency training site inventory by 35% by networking and educating nonprofit and municipalities about program logistics and benefits.

Education

MA Adulthood & Aging

BA Human Service Administration

Notre Dame of Maryland University

U.S. Citizen

SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 1 1/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
 Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
 Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	Wendell Purnell (97-18)
		George Tasker (*15-20)
		Rodney Bailey *19
		Steve Brown *10-19

* = Appointed to fill an unexpired term

TOURISM ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

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

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

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

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

Karen M. Hammer

From: Ben Seidel <ben.seidel@rhgcorp.com>
Sent: Wednesday, July 22, 2020 4:29 PM
To: Karen M. Hammer
Cc: James Church
Subject: Ben Seidel Information

Follow Up Flag: Follow up
Flag Status: Flagged

Karen:
Good to speak with you just a moment ago. To follow up on the county's search for volunteers for the tourism committee that we just spoke about:

My name is Ben Seidel, Founder, President and CEO of Real Hospitality Group, with my corporate offices headquartered in Worcester County, Maryland, (12800 Hospitality Way, Ocean City, Md)

We also have offices at:

- 14 Wall Street Suite 1600 in New York,
- Sunrise Highway in Ft. Lauderdale, Fl,
- Huangpu Commercial District in Shanghai, China (RHG Asia launched in July 2020)

My company owns several hotels (Phoenix, Nashville, Denver, New York, Miami), but more importantly, we operate a portfolio of over 100 hotels throughout the United States for individual and institutional Owners, 8 here in Worcester County and 14 throughout the DelMarVa Peninsula. (Our portfolio of open and operating hotels can be found on the weblink provided below).

We employ just shy of 3,100 associates

We are one of the larger franchisees of Marriott, Hyatt, Hilton and IHG branded hotels and manage a portfolio of 28 Independently branded hotels and Conference Centers

I serve as a director on the boards of:

- The American Hotel and Lodging Association
- Maryland Hotel & Lodging Association
- NYC & Company (one of the largest Destination Marketing Organizations in the US)
- Visit Phoenix (Steering Committee)
- I serve as the President of Marriott International's Franchise Advisory Council

- I serve as a Franchise Advisor for Hilton Worldwide

I am a founding member of the University of West Virginia School of Hospitality Management
I teach quarterly at the Florida International University's College of Hospitality and Tourism Management
Am currently working with the UMES School of Hospitality to help "energize" the graduate programing
Members of the RHG Executive team serve as adjunct faculty members at Fairleigh Dickenson University, NYU and Cornell University
I am a senior, tier one consultant for both GLG and Guidepoint

For more information on who we are and what we do, along with my abbreviated resume, please visit:

www.realhospitalitygroup.com

<https://www.realhospitalitygroup.com/hotel-management-company-team.htm>

Karen, if there's anything else you need from me, please let me know.

Ben Seidel
President & Chief Executive



Ocean City | New York | Ft Lauderdale
d: 443-550-8247 | m: 410-202-9066
o: 410-213-1970, ext. 2002 | www.RealHospitalityGroup.com

Please consider the environment before printing this message.....

This communication and any attachment to this communication may contain proprietary or confidential information of Real Hospitality Group or its licensees or information that is legally privileged or otherwise exempt from disclosure. Except for personal use by the intended recipient, or as expressly authorized by the sender, any person who receives this information is prohibited from disclosing, copying, distributing, and/or using it. If you have received this communication in error, please immediately delete it and all copies, and promptly notify the sender. Nothing in this communication is intended to operate as an electronic signature under applicable law.

22

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: Liz Mumford and Tamara White, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Vacant	D-6, Bunting	Berlin	*20-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	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

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

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

* = Appointed to fill an unexpired term

^c = Charter member

ITEM
4



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

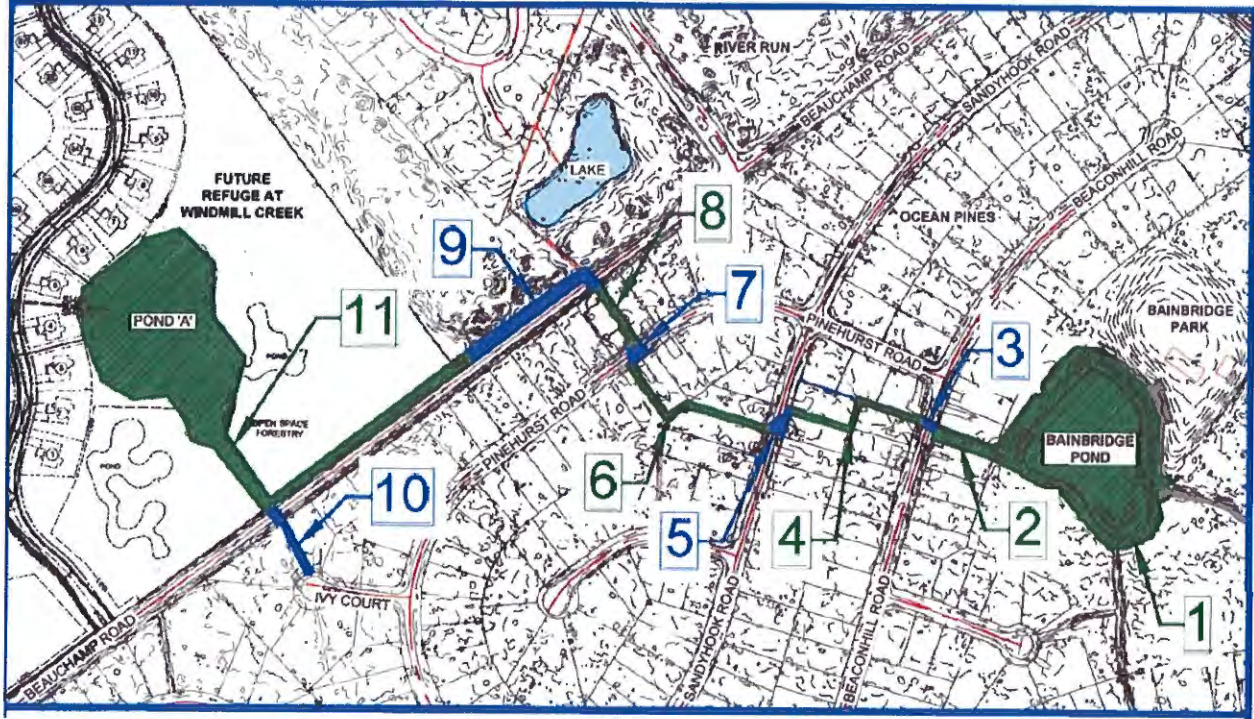
Subject: MD DNR Grants Gateway FY21 Proposal
Grant Award Notice and Need for Revised Work Scope
Water quality improvement and flood protection through retrofit of existing Bainbridge Pond & improvements to outfall channels within Ocean Pines and Refuge at Windmill Creek

Date: July 27, 2020

The Maryland Department of Natural Resources (DNR) recently awarded \$26.2MM for over 120 projects to improve water quality and increase flood resiliency in Maryland communities. Worcester County was fortunate to be awarded \$549,000 for the above referenced project. As state revenues have been largely impacted by the pandemic, DNR needed to get creative in how they support these projects. This award is one of the larger awards made from this program and will be funded with FY 21 capital funds. The grant funding was a reduced award based on funding availability and the final scope of work will be negotiated based on funding and project goals. Once that is completed, we will go the Maryland Board of Public Works in September 2020 for the official approval of the grant funding.

I have attached a drawing of the project segments below. As we originally applied for \$1.58MM in funding for a \$2.3MM project, we are going to review what work can be accomplished with the reduced funding. There very well may be an opportunity to reapply for additional funds from DNR next year, but the funding is uncertain at this time. I would also note that we are currently supporting a parallel effort by the Maryland Coastal Bays Program to apply to the USEPA for a Restore America's Estuaries (RAE) Grant to provide supplemental funding for this worthwhile project.

Citizens and Government Working Together



We need to agree to accept the award and respond online on our project account within DNR's grants gateway website application system. After that acceptance we would negotiate a reduced workscope with DNR for the grant funding. At this time we would respectfully recommend the County Commissioners authorize our acceptance of the award so we can work with the Ocean Pines Administration and the Maryland Coastal Bays Program on the new workscope.

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

Attachment

cc: David Bradford
Katherine Munson
Jenelle Gerthoffer
DNR Bainbridge Grants File

Citizens and Government Working Together

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

Maryland Supports 120+ Local Projects for Water Quality, Resiliency

July 21, 2020

Department Awards \$26.2 Million through Grants Gateway



Stream restoration

The Maryland Department of Natural Resources announced the [awarding of \\$26.2 million](#) to improve water quality, increase flood resiliency, and help grow the next generation of Maryland's environmental stewards.

"We are pleased to support projects that protect our communities and restore the Chesapeake Bay, two of our highest priorities," Maryland Department of Natural Resources Secretary Jeannie Haddaway-Riccio said. "Local efforts play an important role in attaining our environmental goals. In addition, these projects will benefit local communities and their economies as they build resilience and prevent polluted runoff from reaching our waterways."

To streamline the grant application and management process, the department has created the [Grants Gateway](#) to provide a single entry point for grantees, and assures access to funding for innovative, local projects. In addition to ease of use for applicants, the gateway provides the department an integrated grant-management system to monitor sources, manage data and ensure grants are consistent with the department's strategic priorities.

Grants are made possible with funding through a variety of federal and state sources, including the Chesapeake and Atlantic Coastal Bays Trust Fund, the Coastal Resiliency Program, the Waterway Improvement Fund, the National Oceanic and Atmospheric Administration, and the U.S. Environmental Protection Agency's Chesapeake Bay Program.

Through the improved connections across similar grant programs, the department seeks to support more comprehensive and integrated projects that achieve at least one of the following outcomes: fostering healthy ecosystems, building resiliency, or providing outdoor learning experiences. By adding increased efficiency to the process, the department hopes to encourage more entities to develop comprehensive and integrated projects across Maryland.

All [FY21 Grants Gateway Awards](#) are listed on the department's website.

ITEM
5



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer
From: Robert J. Mitchell, LEHS Director *[Signature]*
Subject: **Public Hearing Request**
Expansion of Sewer Planning Area
Mystic Harbour Sanitary Service Area
12424 Old Bride Road
Case No. (SW-2020-03)

PROPOSED PUBLIC
HEARING ON
SEPT. 15TH, 2020

Date: July 27, 2020

The Planning Commission met on June 8, 2020, and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the sewer planning area for the Mystic Harbour Sanitary Service Area.

Mr. Hugh Cropper is the applicant on behalf of the owner, Mr. Mark Odachowski. This amendment seeks to expand the Mystic Harbour sewer planning area for the subject property. The property is 10 acres in size and has the western portion of the property already within the Mystic Harbour sewer planning area with a designation of S-1 (immediate to two years). They are applying to include the whole property within the Mystic sewer planning area with a designation of S-1 (immediate to two years), and include in the Mystic Harbour sewer service information in *The Plan* to include a revised Mystic Harbour sewer planning area map that will reflect the entire property as a planned S-1 designation. Since we already have a West Ocean City sewer planning area overlay in the area, the subject property is already designated S-1 in *The Plan* for the West Ocean City sewer planning area. This amendment would not change that planning designation for the West Ocean City sewer planning area, it would only include the entire property within the Mystic Harbour sewer planning area with an S-1 designation.

The applicant requested the change in sewer service classification in order to serve a proposed forty-one (41) unit residential development. The subject property, is located at 12424 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The property is more specifically identified on Worcester County Tax Map 26 as Parcel 193. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve the proposed development from available capacity in Area 1 (North of the Airport).

Citizens and Government Working Together

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

1. Environmental Program's transmittal letter and report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on June 8, 2020.

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

Attachment

cc: WS File – Mystic Harbour - Expansion of Sewer Planning Area (SW-2020-03)

Attachment 1

Staff Report to Planning Commission

Expansion of Sewer Planning Area – Mystic Harbour
12424 Old Bridge Road
Case No. SW 2020-03
June 8, 2020



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

May 26, 2020

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

RE: Transmittal-Comprehensive Water and Sewerage
Plan Amendment –Mystic Harbour Sanitary Area –
Expansion of Sewer Planning Area
12424 Old Bridge Road
TM 26 P 193
(SW-2020-03)

Dear Commissioners:

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

Mr. Hugh Cropper is the applicant on behalf of the owner, Mr. Mark Odachowski. This amendment seeks to expand the Mystic Harbour sewer planning area for the subject property. The property is 10 acres in size and has the western portion of the property already within the Mystic Harbour sewer planning area with a designation of S-1 (immediate to two years). They are applying to include the whole property within the Mystic sewer planning area with a designation of S-1 (immediate to two years), and include in the Mystic Harbour sewer service information in *The Plan* to include a revised Mystic Harbour sewer planning area map that will reflect the entire property as a planned S-1 designation. Since we already have a West Ocean City sewer planning area overlay in the area, the subject property is already designated S-1 in *The Plan* for the West Ocean City sewer planning area. This amendment would not change that planning designation for the West Ocean City sewer planning area, it would only include the entire property within the Mystic Harbour sewer planning area with an S-1 designation in the same.

The applicant requested the change in sewer service classification in order to serve a proposed forty-one (41) unit residential development. The subject property, is located at 12424 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The property is more specifically identified on Worcester County Tax Map 26 as Parcel 193. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve the proposed development from available capacity in Area 1 (North of the Airport).

Other than the subject property, this amendment does not seek to amend or intensify the wastewater planning areas approved in prior amendments with respect to the mapped planning areas.

The Planning Commission is tasked by Section 1.4 of *The Plan* (“Procedures for Plan Amendments”) to make a finding as to whether this amendment would be consistent with *The Comprehensive Plan*. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

Comprehensive Plan Policies

The *Comprehensive Plan* assigns a single land use designation for this property within the Mystic Harbour sewer planning area:

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* goes on to state:

Chapter One, “Introduction” states:

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

Chapter Three, “Natural Resources” states:

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

Chapter Three, “TMDLs” states:

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

Chapter Six, “Public Infrastructure” states:

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

- 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).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Chapter Seven, "Transportation", under Transportation Policies, Projects, and Recommendations, MD 611 (p. 85), states:

- Growth along the mid and southern portion of the corridor should be limited due to sensitivity of nearby lands and the limited capacity of the area's road system.

Zoning

The *Planning Area* is has already been approved under various amendments and is appropriate zoned for the current and proposed uses planned for the existing sanitary area properties, including the subject property. This property, approximately 10 acres in area, has a single zoning designation, R-4 (General Residential District).

Staff's Comments

Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing needs and demand generated by infill development within the planning areas. The project would provide service to an area designated by the *Comprehensive Plan* and *Master Water and Sewerage Plan* for public sewer service. The property is upgrading an existing sewer planning area designation to reflect an expedited timeframe with respect to the proposed development schedule.
2. The property is already classified as an S-1 in the West Ocean City sewer planning area. Since the West Ocean City area has limited capacity and overlays the subject property and adjacent properties, this proposed expansion of the Mystic Harbour sewer planning area is designed to accommodate the proposed sanitary needs of this development.
3. The subject property is mapped as an IDA (Intensely Developed Area) for the Atlantic Coastal Bays Critical Area, with the easternmost portion of the property located outside the critical area.
4. The *Planning Area's* comprehensive plan designations and zoning permits the proposed uses. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
5. This proposal does not require the expansion of the treatment facilities capability and can be adequately handled in the recently upgraded Mystic Harbour WWTP.
6. This infill development will occur in the manner and character of the surrounding neighborhoods in existing developed areas.
7. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning. While the rear portion of the property has a land use designation of Green Infrastructure, this entire property is already in the Mystic sewer planning

- 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).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
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Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing needs and demand generated by infill development within the planning areas. The project would provide service to an area designated by the *Comprehensive Plan* and *Master Water and Sewerage Plan* for public sewer service. The property is upgrading an existing sewer planning area designation to reflect an expedited timeframe with respect to the proposed development schedule.
2. The property is already classified as an S-1 in the West Ocean City sewer planning area. Since the West Ocean City area has limited capacity and overlays the subject property and adjacent properties, this proposed expansion of the Mystic Harbour sewer planning area is designed to accommodate the proposed sanitary needs of this development.
3. The subject property is mapped as an IDA (Intensely Developed Area) for the Atlantic Coastal Bays Critical Area, with the easternmost portion of the property located outside the critical area.
4. The *Planning Area's* comprehensive plan designations and zoning permits the proposed uses. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
5. This proposal does not require the expansion of the treatment facilities capability and can be adequately handled in the recently upgraded Mystic Harbour WWTP.
6. This infill development will occur in the manner and character of the surrounding neighborhoods in existing developed areas.
7. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.

Mystic Harbour WS Amendment Case No. 2020-03
May 26, 2020

If you need further information, please contact us.

Sincerely,



Robert J. Mitchell, LEHS
Director

Attachments

cc: WS Amendment File (SW 2020-03)

Attachment 1

Application

Mystic Harbour Sanitary Area
Expansion of Sewer Planning Area
Case No. SW 2020-03
May 26, 2020

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

Date: April 9, 2020

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

Name Mark R. Odachowski
Address 12424 Old Bridge Road
West Ocean City, MD 21842
Contact Person: Dane Bauer
Telephone: 410.812.9109

Amendment Type: ___ Water Sewer ___ Other
Amendment Character: Addition ___ Deletion ___ Change

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

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

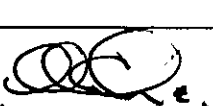
The fee for major amendment [adding or deleting service capacity or area(s)] is \$500.
Minor amendments (not adding or deleting service) are \$100.
Note: Modification of this form will void the application.


Property Identification:

Tax Map 26 Parcel Number(s): 193
Town/Community Name: Odachowski Residential Development

Location Description:

Southside of Old Bridge Road, abutting Greenridge Lane.

Property Owner Signature:  attorney for Mark R. Odachowski Date: 4/21/20
Mark R. Odachowski

Applicant Signature:  Date: 4/21/20
(If other than property owner)
Mark R. Odachowski
Hugh Cropper IV

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

Date: April 9, 2020

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

Name Mark R. Odachowski
Address 12424 Old Bridge Road
West Ocean City, MD 21842
Contact Person: Dane Bauer
Telephone: 410.812.9109

Amendment Type: ___ 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 have an "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 26 Parcel Number(s): 193
Town/Community Name: Odachowski Residential Development

Location Description:

Southside of Old Bridge Road, abutting Greenridge Lane.

Property Owner Signature: _____

Mark R. Odachowski

Date: _____

4/11/20

Applicant Signature: _____

(If other than property owner)

Mark R. Odachowski

Date: _____

4/11/20

Water and Sewerage Plan Amendment Application Worcester County, Maryland Proposed Uses

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

<u>Tax Map</u>	<u>Parcel</u>	<u>Zoning</u>	<u>Proposed Use</u>	<u>EDU's Needed</u> <u>(Approx.) *</u>
26	193	R-4	Residential District	35

*** Note:**

Mr. Odachowski, through his corporate entity, previously applied for, and received, the allocation of forty-five (45) wastewater EDU's in the MHSSA in connection with the redevelopment of the Alamo Motel, located a short distance away on US Route 50. If the Service Area

April 13, 2004

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

System Parameters

Date: 9-Apr-20
System Name: Mystic Harbour WWTP
System owner: Worcester County
System operator: Worcester County
Priority/Sewer and
Water Plan Category: S-1
Service area: Mystic Harbour Sanitary Service Area
[Tax Map and parcel(s)]

	Mystic Harbour Phase I Buildout			
	Year			
	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>
Population served:				
EDU's served	<u>904</u>	<u>936</u>	<u>968</u>	<u>1,000</u>
EDU's unserved	<u>96</u>	<u>64*</u>	<u>32*</u>	<u>0</u>
GPD per EDU	<u>250</u>	<u>250</u>	<u>250</u>	<u>250</u>

	Mystic Harbour Phase 2 Buildout			
	Year			
	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>
Population served:				
EDU's served	<u>300</u>	<u>500</u>	<u>600</u>	<u>687</u>
EDU's unserved	<u>387</u>	<u>167</u>	<u>67</u>	<u>0</u>
GPD per EDU	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>

	System capacity			
	Year			
	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>
Demand (MGD)	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Planned (MGD)	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Permitted (NPDES/groundwater)	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>

	System capacity			
	Year			
	<u>2020</u>	<u>2025</u>	<u>2030</u>	<u>2035</u>
Demand (MGD)	<u>0.34</u>	<u>0.40</u>	<u>0.425</u>	<u>0.45</u>
Planned (MGD)	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>
Permitted (NPDES/groundwater)	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>	<u>0.45</u>

Collection system description: A system of gravity sewers, pump stations and forcemains.

Treatment Plant

Location (N/E): 38°19'33.3"N 75°08'53.7"W (Mystic Harbour Blvd)
Type: Advanced ENR facility
Site area (acres): Occupied area: _____ Unused area: _____
Current Capacity (MGD): Secondary: 0.450 Advanced: _____
Potential Capacity (MGD): Secondary: _____ Advanced: _____
Existing flow (MGD): 0.270 Average: _____ Peak: _____
Sludge disposal: Dewatered sludge to landfill

Discharge:

Type: Spray irrigation on golf course, Mystic Harbour injection wells, transfer to Ocean City WWTP as needed
Location: As defined in MDE permits
NPDES/groundwater permit number: 10-DP-2273

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

Water and Sewer Plan amendment submitted along with a Sanitary Service Area expansion request to allow assignment of 35 EDUs to accommodate the Odachowski Residential Development.

* These EDUs have been allocated but not used.

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

Date: 4/9/2020

System Name: Mystic Harbour WWTP
Area Served: Mystic Harbour Sanitary Service Area
Owner: Worcester County
Operator: Worcester County

Population and Capacity	2020	2025	2030	2035
Population Served (EDU):	1,300	1,500	1,600	1,667
Population Unserved (EDU):	367	167	67	0
GDP per EDU:	250 300	300	300	300
System Capacity Demand (MGD)	0.45	0.45	0.45	0.45
System Capacity Planned:	0.45	0.45	0.45	0.45
Permitted Capacity (MGD):	0.45	0.45	0.45	0.45

Collection System
Type (circle one): Combined Separate
Description: A system of pump stations, gravity sewers, and forcemains
Condition of Transmission facilities: Facilities in good condition and maintained by Worcester County.

Treatment Facility
Location (MD coordinates): 38°19'33.3"N 75°06'53.7"W
Type: Advanced ENR facility with spray irrigation and injection wells.
Total Site Size (acres): 18-20 **Occupied by facility:** 10
Design Flow (MGD) 0.45
Existing Flow (MGD): Average: 0.34 **Peak:** _____
Sludge disposal method: Dewatered sludge to landfill

Discharge
Type: Spray irrigation on golf course and injection wells
Location: Eagles Landing Golf Course | Injection wells of of Pony Island Ln
NPDES permit # & expiration date: 10-DP-2273 | Exp - April 30, 2022

Op., Maint., and Replacement Costs: Owned and operated by Worcester County
Funding Source: Rate payer utility fees.

Comments: Water and Sewer Plan amendment submitted along with a Sanitary Service Area expansion request to allow assignment of 35 EDUs to accommodate the Odachowski Residential Development.

April 13, 2004

Water and Sewerage Plan Amendment Application Worcester County, Maryland

Existing Water System

Date: April 7, 2020

System name: _____
System owner: _____
System operator: _____
Priority/Sewer and
Water Plan Category: _____
Service area: _____

	Year		
	<u>2018</u>	<u>2020</u>	<u>2025</u>
<u>EDU's Population served:</u>			
Served	_____	_____	_____
Unserved	_____	_____	_____
GPD per EDU	_____	_____	_____
<u>System capacity</u>			
Demand (MGD)	_____	_____	_____
Planned (MGD)	_____	_____	_____

Production Wells

Well number: _____
Aquifer: _____
Location: _____
Depth: _____
Diameter: _____
Max. yield: _____
Pumping capacity: _____
Water quality: _____

Treatment

Water source: _____

Type: _____
Location: _____
Rated Capacity: _____
Average production: _____
Max. peak flow: _____

Storage capacity: _____
Sludge disposal: _____

Comments (expansion plans [MGD/dates]; problems; planned improvements; etc.)

Water service is currently connected to the property and capacity for additional EDUs is available for purchase.

April 13, 2004

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

Date: 9-Apr-20
System Name: _____
System Owner: _____
System Operator: _____

Sewer/Water Plan
proposed category: _____ (W-1, W-2, W-3)

Service area:
[Tax Map and parcel(s)] _____

Population served:
(EDU's served)

Year		
2018	2020	2025

Gallons per EDU: _____

Constructed by: _____

Planned Distribution System: _____

System parameters:

Well location: _____
Well depth/aquifer: _____
Treatment facilities: _____
Storage facilities: _____

Distribution system: _____

Pumping capacity: _____
System Cost: _____
Funding source: _____

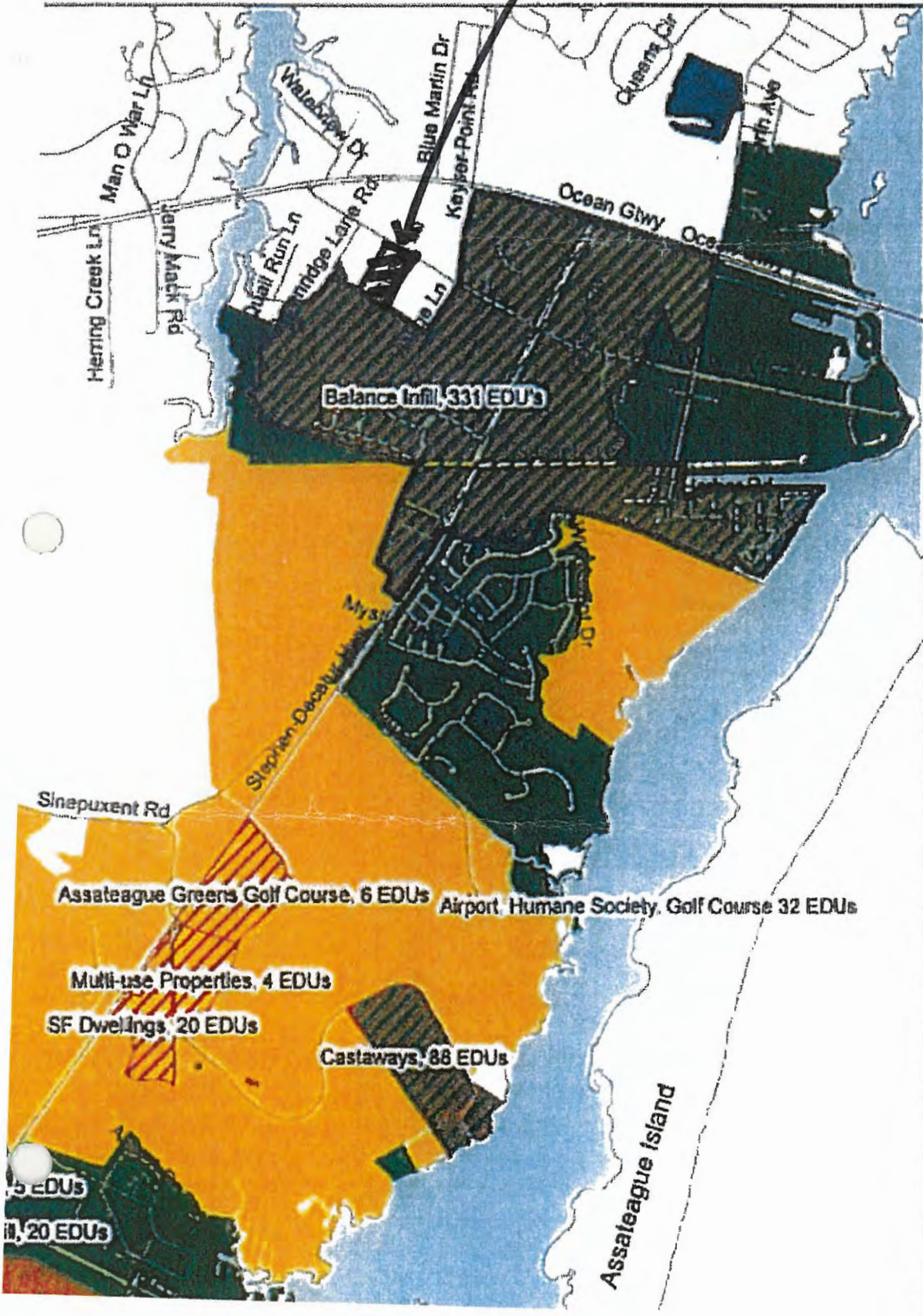
Construction schedule:
Start: _____
Complete: _____

Comments: Water service is currently connected to the property and capacity for additional EDUs is available for purchase.

Agreement, Policies: _____

Allocation: _____

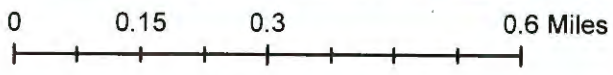
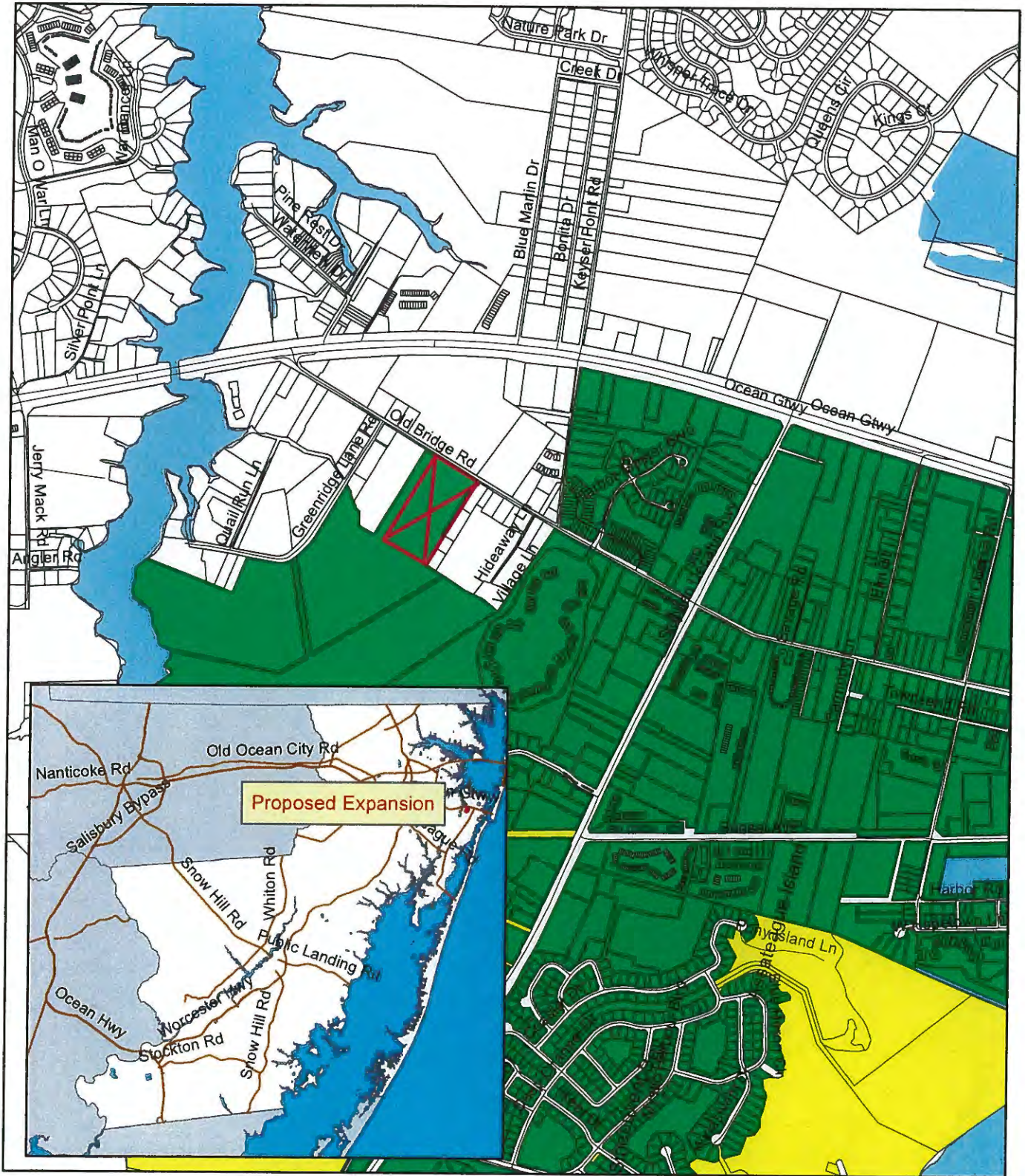
Mystic Service Area Expansion



Attachment 2

Maps

Mystic Harbour Sanitary Area
Expansion of Sewer Planning Area
Case No. SW 2020-03
May 26, 2020



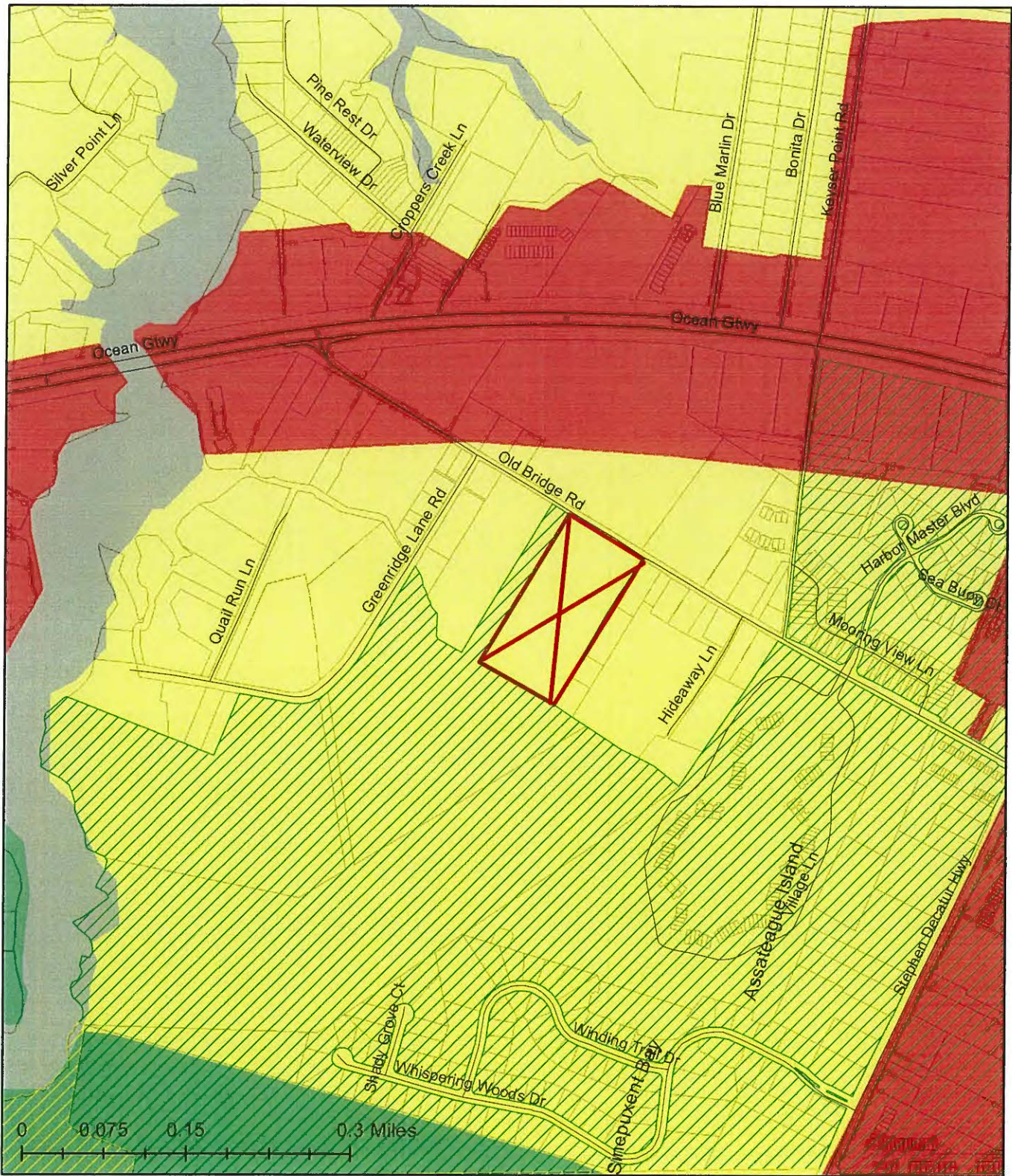
General Location Map
Mystic Harbour Sewer Planning Area

Mystic Harbour Service Area

- S1
- S3
- Expansion Area



Prepared by the Worcester County
Department of Environmental Programs
May 18, 2020

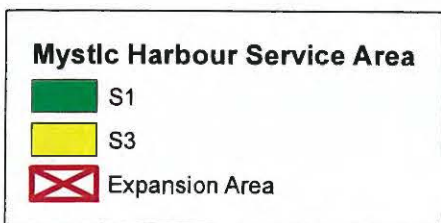
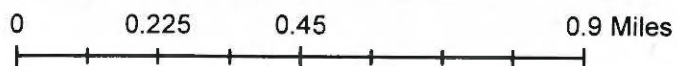


Land Use Plan

Mystic Harbour Sewer Planning Area



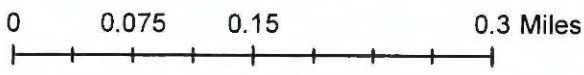
Prepared by the Worcester County
Department of Environmental Programs
May 18, 2020



Proposed Amendment
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 18, 2020



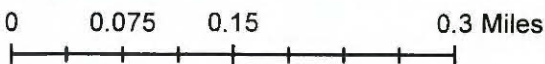
Mystic Harbour Service Area

- S1
- S3
- Expansion Area
- 500 Year Floodplain
- 100 Year Floodplain

Floodplain
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 20, 2020

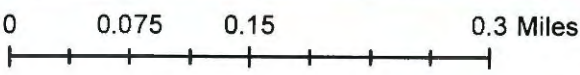


	Expansion Area		R1
	A1		R2
	A2		R4
	RP		C2
	E1		

Zoning
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 18, 2020

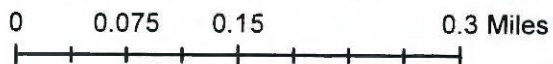
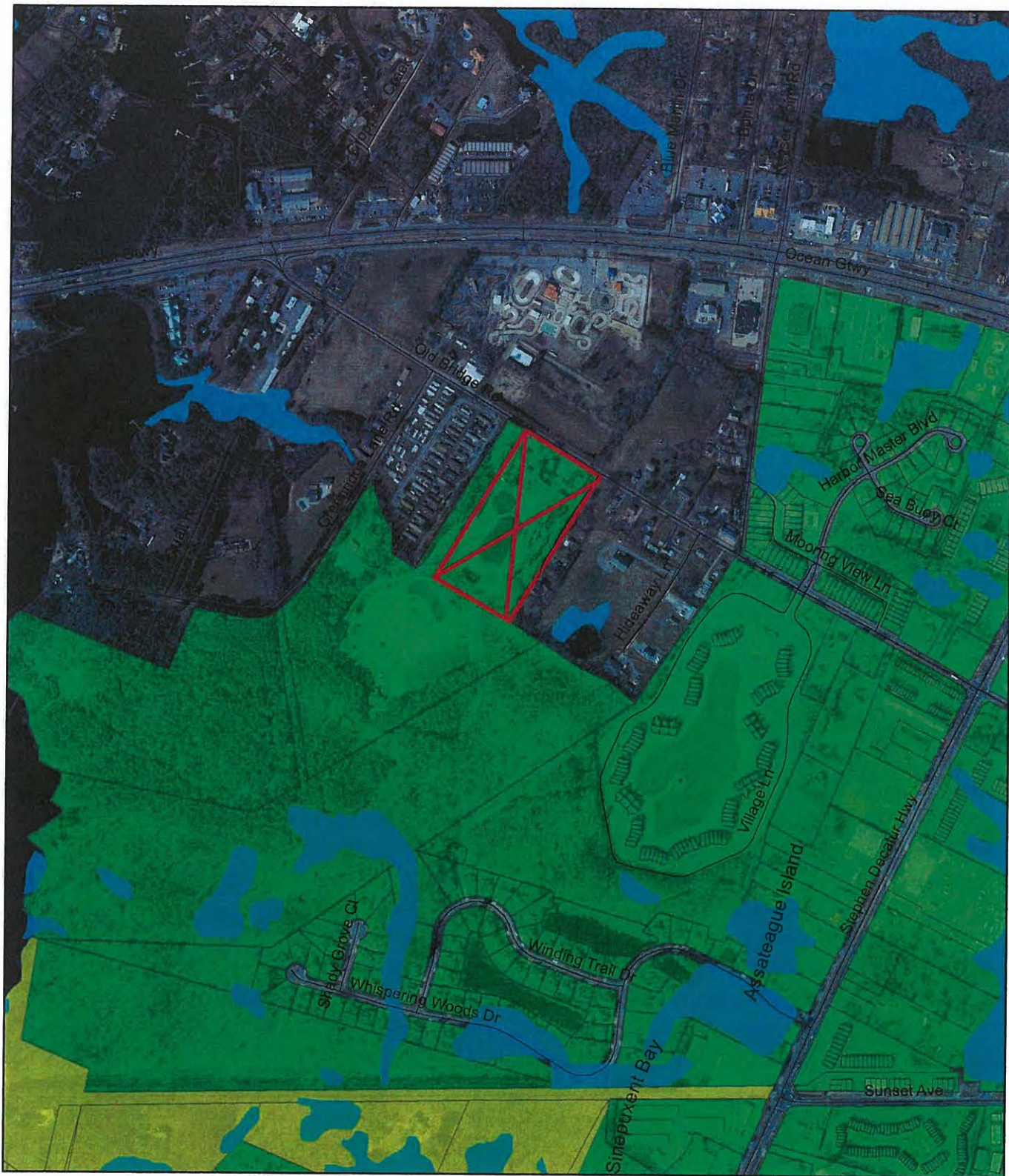


Mystic Harbour Service Area	
	S1
	S3
	Expansion Area
	Water
	Excessively drained
	Somewhat excessively drained
	Moderately well drained
	Well drained

Soil Drainage Types
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 20, 2020

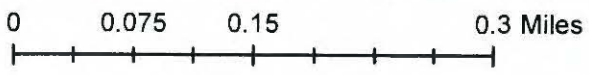


Wetlands

Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 18, 2020



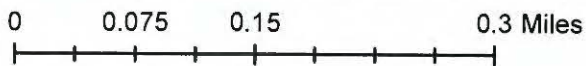
Mystic Harbour Service Area

- S1
- S3
- Expansion Area

Aerial Image
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 20, 2020



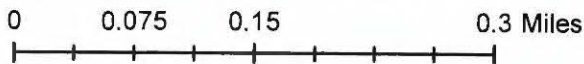
Mystic Harbour Service Area			
	S1		All areas are prime farmland
	S3		Prime farmland if drained
	Expansion Area		Prime farmland if irrigated

Ag Suitability

Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 20, 2020



Mystic Harbour Service Area	Maryland Coastal Bays Critical Area
S1	IDA - Intensely Development Areas
S3	LDA - Limited Development Areas
Expansion Area	RCA - Resource Conservation Areas
	Out of Program
	Tidally Influenced Areas

Critical Area
Mystic Harbour Sewer Planning Area



Prepared by the Worcester County
Department of Environmental Programs
May 20, 2020

Attachment 2

PC Minutes

Expansion of Sewer Planning Area – Mystic Harbour
12424 Old Bridge Road
Case No. SW 2020-03
June 8, 2020

**Worcester County Planning Commission
Meeting Minutes**

Meeting Date: June 4, 2020

Time: 1:00 P.M.

Location: Worcester County Government Office Building, Room 1102

Attendance:

Planning Commission

Mike Diffendal, Chair

Jay Knerr, Vice Chair

Marlene Ott

Rick Wells

Betty Smith

Jerry Barbierrri

Staff

Roscoe Leslie, County Attorney

Ed Tudor, Director

Phyllis Wimbrow, Deputy Director

Jennifer Keener, Zoning Administrator

Jessica Edwards, Customer Service Representative

Robert Mitchell, Director of Environmental Programs

Weston Young, Asst. CAO

I. Call to Order

II. Administrative Matters

- A. Review and approval of minutes – May 7, 2020** — As the next item of business, the Planning Commission reviewed the minutes of the May 7, 2020 meeting. Following the discussion, it was moved by Ms. Ott, seconded by Mr. Knerr, and carried unanimously to approve the minutes as submitted.
- B. Board of Zoning Appeals agenda, June 11, 2020**— As the next item of business, the Planning Commission reviewed the agenda for the Board of Zoning Appeals hearing scheduled for June 11, 2020. Mrs. Keener was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Board.

III. §ZS 1-325 Site Plan Review – Mad Fish Restaurant Waiver request

As the next item of business, the Planning Commission reviewed a loading space waiver request associated with the proposed redevelopment of the Mad Fish restaurant. The overall project consists of the construction of a 13,775 square foot restaurant with outdoor dining and an off-premise parking area, located on the north and south sides of Harbor Road, east of First Street, Tax Map 27, Parcel 376, 374 & 388, Lots 44, 2 & 3, Tax District 10, CM Commercial Marine and C-2 General Commercial Districts. Cole Taustin, owner, Eddie Johnson, manager, Hugh Cropper, IV, Esquire, Keith Iott, architect, and Mike Gershenfeld, Sysco Eastern Maryland, LLC, were present for the review. Mr. Cropper stated that in order to meet the 10% on-site parking requirements, they have to request a waiver to the 10' by 65' loading space requirement as required by the Zoning Code. If the Planning Commission were to do so, as a condition the applicant would replace it with an 11' by 46' 1.5" loading space/ dock, available during the morning hours.

Mr. Cropper provided the history of the previous restaurant prior to the fire and proposed redevelopment. He noted that the former Captains Galley restaurant had 495 seats, Mad Fish

restaurant upon renovations had 450 seats, and the new proposal when built out will provide 400 seats. In comparing the square footage of the original versus the proposed building, the former building contained 2,225 square feet more than what is currently proposed. Overall, Mr. Cropper requested that the Planning Commission waive the formal loading space and accept the modified plan.

Mr. Taustin stated that the parking spaces will have "No Parking" signage in front of them with the hours stipulated from close of business to 11:30 A.M. the next day. The manager would coordinate all deliveries. Mr. Cropper asked how long Mr. Taustin's family had been in the restaurant business, and he stated 75 years. In addition, Mr. Taustin stated that the layout will be much better than what it was before, when deliveries were occurring in the parking lot or in the County road with hand carts. With respect to the design, Mr. Iott stated that the delivery vehicle will approach from the east and back into the loading space; once they do they will have the extra width to allow for maneuverability into the dock. A drop gate will be used to off-load the product, with a 6' 9" wide dock for circulation. According to the testimony, this design will allow deliveries to take much less time.

Mr. Cropper reiterated that they are asking a waiver for the loading space, with the condition that they provide a modified loading space and signage at the two parking spaces. Mr. Gershenfeld stated that he is employed with Sysco as the President and COO. Has been with them for nearly 30 years, and provides product to the majority of the restaurants in the area (including the former Mad Fish). Relative to the hours of delivery, he noted that they can definitely provide service prior to 11:30 A.M. Mr. Gershenfeld stated that the plan will bring a significant level of safety for his personnel and vehicles by being able to load onto a dock. He said that it will reduce delivery time by 50%, increase the safety of the product by delivering it to the kitchen faster, and provide much more safety to his team. He agreed that even if the restaurant were to be sold in the future, that same level of service can be provided to any future owners. Mr. Gershenfeld stated that the dock itself increases productivity, so it will take precedence for deliveries.

Mr. Diffendal stated that Mr. Barbierri had recused himself from this review as he is currently employed by Sysco.

Mr. Knerr inquired about the building elevations and the fact that the architectural plans showed a gate in front of the loading dock, where the site plan did not. Mr. Iott stated that they will be removing the gate from the elevation sheet as a gate makes it difficult operationally.

Following the discussion, a motion was made by Mr. Knerr, seconded by Ms. Ott and carried unanimously to grant the waiver with the following condition:

1. The 11' by 46' 1.5" loading space/ dock as proffered by the applicant shall be provided; and
2. Signage shall be provided in front of the two parking spaces prohibiting parking between the hours of 3 A.M. to 11:30 A.M.

IV. Text Amendment

As the next item of business, the Planning Commission reviewed a proposed text amendment request to include the E-1 Estate District as one of the zoning districts in which a home occupation may be in an accessory building of up to 3,000 square feet in gross floor area. Currently, this is limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet in area.

Mr. Mark Cropper, Esquire was present for the review. He noted that he is seeking to amend the section of the code to allow the E-1 Estate District to have the same development ability as those currently allowed on an A-1 or A-2 zoned property. He agreed fully with staff that the E-1 Estate District was supposed to be eliminated, and that this amendment will mirror the existing language. Mr. Cropper stated that while a text amendment is not site specific, obviously his client has property in the E-1 District that happens to be surrounded by A-1 and A-2 zoned properties. He said that his client should not be treated any different because the property is zoned E-1 Estate District.

Mr. Diffendal allowed the public to comment. Kathy Phillips with Assateague Coastal Trust was present and stated that she wanted to note that while she is aware that the Comprehensive Plan suggested the elimination of the E-1 zoning district, there has never been another comprehensive discussion on the way that the E-1 district should be rezoned since 2009. She stated that text amendments while seemingly general in nature, have been proposed as a result of a particular situation. She said that there has been no discussion with respect to sea level rise, storm inundation, and climate change in text amendments. She noted that when the Comprehensive Plan was written, those items were identified as significant issues, and the E-1 zoned properties are typically found in those low-lying areas. Overall, she wanted more than a piecemeal discussion on the E-1 Estate District uses, and suggested that other zoning districts (even ones not currently in the code) may be better suited.

Mr. Cropper responded that he would welcome another comprehensive review of the zoning maps and the code with respect to the items of her concern, but feels that in this matter, they are not directly specific to the request at hand.

Following the discussion, a motion was made by Mr. Barbierrri, seconded by Ms. Ott, and carried unanimously to forward a favorable recommendation to the Worcester County Commissioners.

V. Water and Sewer Plan Amendment, No. SW 2020-02

As the next item of business, the Planning Commission reviewed an application associated with the addition of certain informational items in the Master Water and Sewerage Plan (The Plan) for the Mystic Harbour Sanitary Service (SW 2020-02). Robert Mitchell, Director of Environmental Programs, appeared on behalf of the applicant, the Worcester County Commissioners, and presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant is requesting a revision of the EDU sewer allocation table for new capacity in the Mystic Harbour Sewer Planning Area in The Plan. This revision is

to provide sewer sanitary capacity to serve a proposed 112 campsite expansion of the Frontiertown Campground. He explained that the Sewer EDU Allocation Table was included in the state's modified approval of a prior amendment to The Plan. Since the EDUs are coming from the North Area to the South Area, the EDU chart must be revised. Mr. Mitchell stated that the County Commissioners have tentatively allocated the EDUs for this expansion, pending the submittal of this amendment and the upcoming public hearing on the project. The amendment would modify the Allocation of Sewer EDUs (table) in the Mystic Harbour Sewer Planning Area to reassign twenty-nine (29) sewer EDU's from the "Infill and Intensification" category for properties in Area 1 (North of Airport) and nine (9) EDU's from the "vacant or Multi-lot properties" category properties in Area 1 (North of Airport) to the Frontier Town Campground category in Area 2 (South of Airport). The sanitary capacity for the Frontiertown property would be similarly increased by a total of thirty-eight (38) sewer EDUs.

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

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

VI. Water and Sewer Plan Amendment, No. SW 2020-03

As the next item of business, the Planning Commission reviewed an application associated with an expansion of the Sewer Planning Area in the Master Water and Sewerage Plan (The Plan) for the Mystic Harbour Sanitary Service (SW 2020-03). Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission. Hugh Cropper, attorney, was present on behalf of Mark Odachowski, who is the applicant for this amendment. Dane Bauer, from HB Solutions, also was present on behalf of the Applicant.

Mr. Cropper concurred with staff's findings on this report and offered that the owner already has part of the property within the Mystic Harbour sewer planning area and simply wants all of the property designated within the Mystic Area to acquire the capacity needed to the complete his proposed development. The property already has a stem along its western edge to MD Route 707 designated as S-1 within the Mystic Harbour Sewer Planning Area. The remainder of the property is designated as S-1 within the West Ocean City Sewer Planning Area.

He also introduced Dane Bauer, a consultant, from H&B Solutions who testified on the project. Mr. Bauer testified that in his opinion the overlapping service areas sometimes cause problems. He also testified that the West Ocean City Sanitary Area had limited capacity as it was established to bring public sewer to an existing developed area to alleviate a public health matter

Mr. Mitchell explained the applicant requested the change in sewer service classification in order to serve a proposed residential development. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve the proposed

development from available capacity in Area 1 (North of the Airport). He went on further to say that there was not enough capacity in the West Ocean City Sanitary area to serve this proposed project and this property was on the border of the Mystic-West OC overlay where the two areas co-exist.

Mr. Mitchell reviewed the staff report noting the consistencies found for such a development within the Comprehensive Plan and land use designations, and that the proposed improvements would be permitted in accordance with existing zoning classification for the properties.

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

VII. Adjourn – The Planning Commission adjourned at 1:51 P.M.

Jerry Barbierri, Secretary


Jennifer Keener



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Sanitary Service Area Expansion**
Request for Public Hearing
12424 Old Bridge Road
Mystic Harbour Sanitary Service Area
SSA-2020-02

Date: July 27, 2020

Attached is a copy of a petition for Sanitary Service Area expansion and connection of the subject property to the sewer system of the Mystic Harbour Sanitary Area from Hugh Cropper and Dane Bauer on behalf of the applicant, Mark Odachowski. The petition was received in accordance with § PW 5-305 (b)(1) and is being processed as an expansion of the Mystic Harbour Sanitary Service Area.

This amendment seeks to expand the Mystic Harbour sanitary service area for entire subject property. The property is 10 acres in size and has the western portion of the property already within the Mystic Harbour sewer planning area with a designation of S-1 (immediate to two years). They are also applying to amend the *Master Water and Sewerage Plan* to include the whole property within the Mystic sewer planning area with a designation of S-1 (immediate to two years), and include in the Mystic Harbour sewer service information in *The Plan* to include a revised Mystic Harbour sewer planning area map that will reflect the entire property as a planned S-1 designation. Since we already have a West Ocean City sewer planning area overlay in the area, the subject property is already designated S-1 in *The Plan* for the West Ocean City sewer planning area. Their amendment application to the *Master Water and Sewerage Plan* would not change that planning designation for the West Ocean City sewer planning area, it would only include the entire property within the Mystic Harbour sewer planning area with an S-1 designation in the same.

Citizens and Government Working Together

The applicant requested the change in sewer service classification in order to serve a proposed forty-one (41) unit residential development. The subject property, is located at 12424 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The property is more specifically identified on Worcester County Tax Map 26 as Parcel 193. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve the proposed development from available capacity in Area 1 (North of the Airport).

The proposed sanitary facilities will consist of construction of connecting infrastructure to adjacent County sewer collection system mains.

The planning amendment has been reviewed by the Planning Commission and found to be consistent with the *Comprehensive Plan*.

I have investigated and evaluated the petition to expand the Ocean Pines Sanitary Service Area. In order to evaluate the proposal I solicited the comments of Mr. John Ross, Deputy Director of Public Works, and Jessica Wilson, the Assistant Finance Officer. If the applicant is willing to construct all the connecting infrastructure and apply for and get allocated the needed sanitary capacity and pay for said capacity, then the proposal is feasible from a financial and engineering stand point. Applicant will need to pay the equity contribution and future capital improvement charges with any EDU purchases associated with this application. While the applicant envisions a return of capacity to the Mystic Sanitary Service Area from another property they own within the Mystic Area, they will still need to go through the Mystic allocation process to secure the necessary sewer capacity they need to serve this project.

After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will, or in the future may be, served by the proposed expansion. The existing property will now be served by Mystic Harbour sewer, which will provide the necessary capacity that does not exist in the West Ocean City Sanitary Area for the proposed project.
2. The construction of this property to the Mystic Harbour collection and system is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the service area customers with the property owner responsible for the construction of the connections. An acceptable Public Works agreement for construction and turnover of said facilities will also need to be approved and accepted by the County.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. In addition to the findings outlined in number 1 above, the fact that the infrastructure will be approved and operated by the County will permit the orderly development of the subject property within the area. Public sewer is preferable to septic and capacity provided by the Mystic Plant will enable full development of this property. The applicant will need to secure adequate capacity from the Mystic Sanitary Service Area through the allocation process specified in County Commissioner Resolution 17-19.

Citizens and Government Working Together

4. The proposal will not be unduly detrimental to the environment of the County. A public system in this area with the necessary capacity to serve the proposed development should provide for greater degrees of protection of the environment of the County. Public water and sewer are preferable to private wells and septic.
5. The design and operation of the facility will be completed according to State and County guidelines. Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid for by the applicant.

I would respectfully request that the Commissioners schedule a public hearing to consider the expansion of the Mystic Harbour Sanitary Area to include this property. I have forwarded a draft advertisement for this hearing to County Administration.

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. Application
2. Map for the Proposed SSA Addition

cc: Mystic Harbour Sanitary Area File, SSA-2020-02

Attachment 1

Application

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDESEY J. RYAN

*ADMITTED IN MD & DC

April 28, 20202

Robert J. Mitchell, LEHS, REHS
Director, Worcester County Department of
Environmental Programs
One West Market Street
Snow Hill, Maryland 21863

RE: **Service Area Expansion**

Dear Bob:

Please find enclosed the Petition to Expand the Mystic Harbour Sanitary Service Area filed on behalf of Mark R. Odachowski, along with Mr. Odachowski's check in the amount of Five Hundred Dollars (\$500.00).

Please find enclosed an Application to Amend the Worcester County Comprehensive Water and Sewerage Plan, together with Mr. Odachowski's check in the amount of Five Hundred Dollars (\$500.00).

Thank you, and have a great day.

Very truly yours,



Hugh Cropper IV

HC/tgb

Enclosures

CC: Mark R. Odachowski

Dane Bauer

Melissa Hall



H&B Solutions, LLC
37534 Oliver Drive
Selbyville, DE 19975
Tel: 410.292.4385

April 22, 2020

Worcester County Government Center
Department of Environmental Programs
1 West Market Street, #1306
Snow Hill, MD 21863

Attn: Mr. Robert Mitchell, RS
Director

Re: Service Area Expansion Request
Comprehensive Water and Sewer Plan Amendment
Project No: 20004.00

Dear Bob:

Please accept this correspondence as the PETITION, on behalf of Mr. Mark R. Odachowski, to expand the MYSTIC HARBOUR SANITARY SERVICE AREA ("MHSSA") to include the property known as Worcester County Tax Map 26, Parcel 193, 10 acres, more or less, and known as 12424 Old Bridge Road, West Ocean City, Maryland 21842.

The westerly portion of Parcel 193 is currently included in the MHSSA. In other words, the parcel is bisected by the Service Area, and the Service Area boundary does not follow the boundary lines of Parcel 193. This is a request to expand the Service Area to simply include the entire parcel.

The applicant has proposed a forty-one (41) unit residential development, which will be consistent with the underlying zoning. The applicant previously purchased seven (7) wastewater EDU's in the MHSSA, only one (1) of which has been used in connection with his single family dwelling. The applicant has six (6) wastewater EDU's. Therefore, if the Service Area Expansion is approved, the applicant will apply pursuant to Resolution 17-19, for the purchase of an additional thirty-five (35) wastewater EDU's. ¹

Service Area Expansion Request:

Specifically, this serves as the necessary petition of the Owner pursuant to § PW 5-305 (b)(1) to request the Worcester County Commissioners authorize an addition to the MHSSA to accommodate thirty-five (35) equivalent dwelling units (EDUs) to support the proposed expansion and residential development.

-
1. Mr. Odachowski, through his corporate entity, previously applied for, and received, the allocation of forty-five (45) wastewater EDU's in the MHSSA in connection with the redevelopment of the Alamo Motel, located a short distance away on US Route 50. If the Service Area Expansion is approved, and Mr. Odachowski is allocated thirty-five (35) EDU's in connection with his residential development, Mr. Odachowski will relinquish and re-convey those forty-five (45) EDU's back to Worcester County (and he will forfeit approximately \$90,000.00 in deposits and fees).

1. *The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposal.*

One of the underlying objectives of this request is to eliminate the reliance on using EDUs from the West Ocean City Sanitary Service Area (WOCSSA). As you know, the WOCSSA was established to specifically address public health and environmental concerns associated with use of septic systems in hydric soils of the County. For these reasons, this request is in keeping with the industry standards and consistent with the various goals and objectives of public health, environmental protection, and the general welfare of the community. This would also eliminate the current bisection of the property between two (2) service areas causing many functional, operational, and administrative challenges.

Water service is currently connected to the property and capacity for additional EDUs is available for purchase

2. *The operation and construction is certainly feasible from both the engineering and economic standpoints.*

Mystic Harbour Service already exists within the Route 707 corridor and consists of a County owned wastewater treatment plant (WWTP), a system of forcemains, pump stations, and gravity sewers. This Project would include the infrastructure needed to affect this Sewer Service Area Expansion using an interconnection and associated pump station with discharge to a County approved interconnection location. It has been determined that water service is currently available to this property which is designated W-1 in the County Comprehensive Water and Sewer Plan.

The public infrastructure will be designed by the Owner in accordance with engineered plans reviewed by the Department of Public Works. The Department will inspect all water and sewer improvements before turnover to the County.

The expansion area where the public water and sewer extension is proposed by this request/petition, to be identified as Tax Map 26, Parcel 193, approximately ten (10) acres located at 12424 Old Bridge Road.

3. *The proposal is in the best interest of the public health, safety, and welfare of the residents of the County.*

This project is in the best interest of the public health, safety, and welfare to the residents of Worcester County. It is to everyone's benefit to promote the use of a single public sewer system, rather than a combination of infrastructure emanating from two (2) different service areas. Certainly not having multiple pipes and other appurtenances associated with two (2) different services areas and requiring different levels of maintenance and operational requirements would be beneficial.

4. *The proposal will not be unduly detrimental to the environment of the County.*

The expansion will not be unduly detrimental to the environment of the County, and in fact, would be preferable then the alternative to serve the development with two (2) different competing service areas.

5. The design and operation of the facility will be completed according to State and County Guidelines.

The design and operation of the facilities will be completed according to State and County Guidelines and all construction plans will be reviewed and inspected by Worcester County Department of Public Works.

Comprehensive Water and Sewer Plan Amendment:

Commensurate with the Sanitary Service Area Expansion, included herein is an application to amend the County Comprehensive Water and Sewer Plan. This application defines the existing treatment and collection system capacity, existing and remaining EDUs, and proposed assignment of the EDUs to the proposed development.

As noted above, serving a development with sewer service from two (2) different sanitary districts is not in the public interest and the community would be better served if a single sanitary service area provided the entire service needed for project buildout. Overall, this is consistent with the underlying principals guiding Water and Sewer Plan Amendments.

A check in the amount of \$500.00 has been enclosed associated with the Water and Sewer Plan Amendment Request. A check in the amount of \$500.00 associated with the Sewer Service Area Expansion Request is also enclosed.

Please advise should you need anything further in these regards.

Sincerely,

H&B Solutions, LLC



Melissa S. Hall
Managing Member



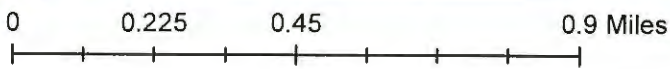
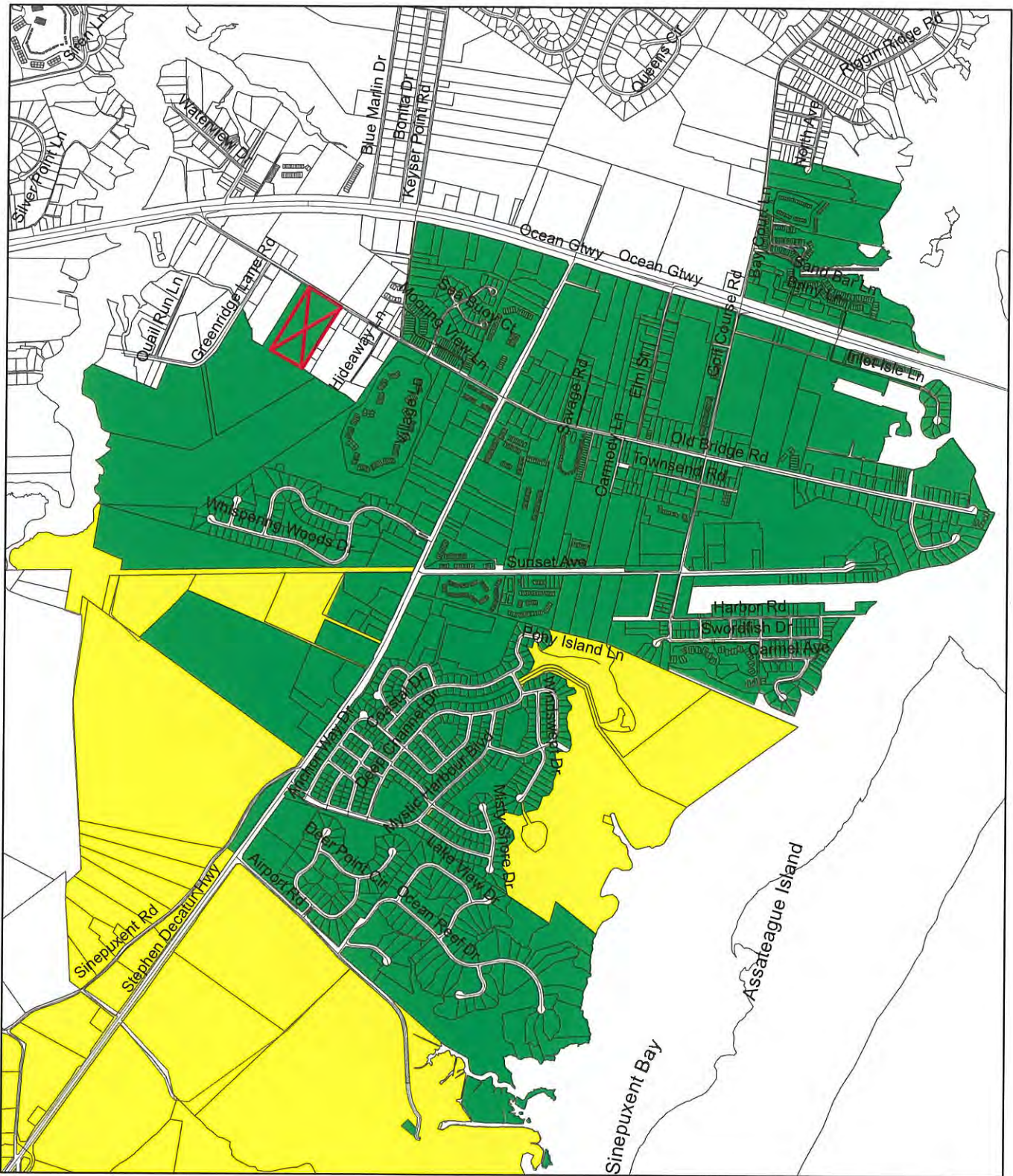
Dane S. Bauer
Member

Cc: Mr. Hugh Cropper, IV (w/ enclosures)
Mr. Mark R. Odachowski (w/ enclosures)

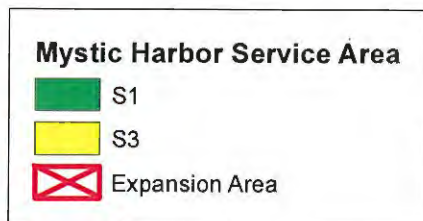
Enclosures

Attachment 2

Map



Proposed Service Area Expansion
 Mystic Harbor Sanitary Service Area
 Case # SSA-2020-02




Prepared by the Worcester County
 Department of Environmental Programs
 May 18, 2020

ITEM
6



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer
From: Robert J. Mitchell, LEHS 
Director, Environmental Programs
Subject: Maryland Community Resilience Grant
Selsey Road Project Grant Extension
Date: July 27, 2020

As you are aware, Worcester County was awarded funding from Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. The planned restoration is for the Selsey Road area, a part of the larger Cape Isle of Wight community in West Ocean City. This demonstration project is an excellent opportunity to contribute to building coastal storm resiliency within the Cape Isle of Wight community and other local communities. We have recently supported a DNR application for supplemental funding of the construction work for this project.

Pg. 3

Attached you will find a memo from Katherine Munson on the delay and the modification paperwork. While the design and permit applications have been completed according to schedule, there have been delays because of the COVID pandemic in the processing of those items by reviewing agencies along with the state selection of an out-of-town title company that were beyond our control. We have been active in seeking the onsite meetings with federal and state agency staff when they were cleared for field meetings, to facilitate their reviews. The Army Corps of Engineers expects their authorization and public notice process to be complete by August 13th, and the Maryland Department of the Environment expects their water quality certification and review process to be complete by October-November of this year.

We are seeking approval for the attached grant modification so we may be able to complete this permitting phase and put the project on deck for construction funding next year. While the pandemic may impact state budgeting for projects and programs like this, we are actively researching with MD DNR alternative ways to fund this project should state funding cuts impact our estimated construction funding, which will be in the neighborhood of \$1MM.

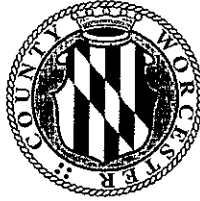
Citizens and Government Working Together

We have attached the grant modification and would respectfully recommend the County Commissioners authorize President Mitrecic's signature.

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

Attachments

cc: David Bradford
Katherine Munson
Jenelle Gerthoffer
Billy Birch



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 COMMISSION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director
FROM: Katherine Munson, Planner V
SUBJECT: Selsey Road Resiliency Project—Grant Extension
DATE: July 27, 2020

Please find attached a 6-month no-cost extension for commissioner approval and signature.

In September 2018, the county commissioners entered a grant agreement, for \$50,000.00, with Maryland Department of Natural Resources for funding of the design and permit acquisition for a shoreline stabilization and marsh restoration project using natural features, adjacent to Selsey Road in Cape Isle of Wight community. The project will serve as a demonstration of the use of nature-based systems for protection of infrastructure and beneficial use of dredge material.

The work will be conducted primarily on private land; the landowners involved are supportive of the project and actively cooperating.

The project is behind schedule due to permitting and COVID-19- related delays.

Please do not hesitate to contact me for any further information.

cc: David Bradford, Deputy Director
Attachments



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Charles Glass, Deputy Secretary

July 27, 2020

MEMORANDUM

TO: Katherine Munson
Worcester County Department of Environmental Programs

FROM: Nicole Carlozo, Chesapeake & Coastal Service

SUBJ: Selsey Road Shoreline and Marsh Design
(Coastal Resiliency Grant FY19)

Please find attached one (1) copy of the grant modification with updated scope of work for the project identified above. Due to the current health crisis and the need for electronic signatures, this modification may be executed in multiple counterparts, each of which shall be deemed an original. Please have this document electronically signed and witnessed, and return to me via email. Please leave the date blank.

Once all signatures are obtained, a completely executed copy of the grant modification will be returned to you electronically.

Thank you very much for your assistance. I look forward to finalizing this grant modification and sending you an executed copy. If you have any questions, please feel free to e-mail me at: nicole.carlozo@maryland.gov.

Nicole Carlozo
MD Department of Natural Resources
580 Taylor Ave E-2
Annapolis, MD 21401

Attachments

605P9400065
14-19-2457 CRP
Grant Agreement Number

Modification Number One

to

State of Maryland
Department of Natural Resources
Coastal Resiliency Program
Capital Projects Grant Agreement

entered into this _____ day of _____, 20____.

between the

State of Maryland

Department of Natural Resources

Chesapeake and Coastal Service

and

County Commissioners of Worcester County

Pursuant to the terms of the Grant, dated 7 September 2018, between the State of Maryland acting through the Department of Natural Resources, Chesapeake and Coastal Service and Maryland Coastal Bays Program regarding provision of assistance in design and permit acquisition for a shoreline stabilization and marsh restoration project utilizing climate-resilient natural features along the Isle of Wight Bay in Worcester County, the Grant is amended to incorporate the following changes. The purpose of this Modification is to provide a no-cost extension to the end date of the Grant to February 28, 2021.

In the event of any conflict or incongruity between the provisions of this amendment and any of the provisions of said Grant as heretofore amended, the provisions of this amendment

shall in all respects govern and control. Except as amended, all other terms, conditions and provisions of the Grant shall remain in full force and effect.

1. PURPOSE

The Scope of Work of this Grant is modified per Exhibit A.

2. GRANT

The amount of this Grant shall not be modified. No additional funds are being provided to the Grantee.

3. TERMINATION OR REDUCTION OF AUTHORIZATION

Termination or reduction of authorization shall not be modified.

4. DISBURSEMENT OF GRANT

Disbursement of this Grant shall not be modified.

5. LIMITATIONS ON USE

Limitations on use shall not be modified.

6. TERM

The term of this Grant shall be from September 1, 2018 through February 28, 2021.

7. KEY PERSONNEL

Key personnel shall not be modified.

8. PAYMENT PROCEDURE

The payment procedure of this Grant shall not be modified.

9. REPORTS AND DELIVERABLES

Reports and deliverables for this Grant shall not be modified.

10. PROJECT MANAGEMENT

Project management shall not be modified.

11. COMMUNICATIONS

Communications shall not be modified.

All other activities remain the same.

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

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

WITNESS:

GRANTEE:

By:

Joseph M. Mitrecic, President
County Commissioners of Worcester
County

WITNESS:

STATE OF MARYLAND DEPARTMENT OF
NATURAL RESOURCES:

By:

Matthew J. Fleming, Director
Chesapeake and Coastal Service

Approved as to form and legal sufficiency this ____ day of ____ 20__.

By: _____

Rachel Eisenhauer
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

The Scope of Work is revised as noted below:

Exhibit A

SCOPE OF WORK

Project Title: Selsey Road Shoreline and Marsh Design

Budget: State: \$50,000.00
Leveraged: \$ 0.00
Total: \$50,000.00

Funding Period: September 1, 2018 – February 28, 2021 (**REVISED)

Funding Recipient: Worcester County Commissioners

This project supports Phase I of the Selsey Road Shoreline and Marsh Project, as outlined below. Phases II and III are expected once Phase I deliverables are complete, pending approval by the Board of Public Works.

Phase I: Design, Permit Acquisition, and Baseline Monitoring (FY19-21) (**REVISED)
Phase II: Construction (FY21-22) (**REVISED)
Phase III: Monitoring and Maintenance for Adaptive Management (FY22)
(**REVISED)

Reporting/Documentation Requirements:

Chesapeake & Coastal Service (CCS) has a web-based interface, *CCS Grants Online*. The Grantee will submit reports and deliverables using *CCS Grants Online* at <http://mesgis.com/GrantsOnline>. The CCS contact for this project is Jackie Specht (jackie.specht@maryland.gov; 410.260.8801). Please contact this person with any questions or issues as they arise.

The Grantee must submit quarterly reports that document progress made towards the achievement of the above stated goals and deliverables during each reporting term. A succinct description of activities shall be reported for project status and budgets. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, any budget changes, or changes in staffing. Include sample products as appropriate.

Reports will be due to the above contact and/or an appointed designee following the below schedule:

Time Frame

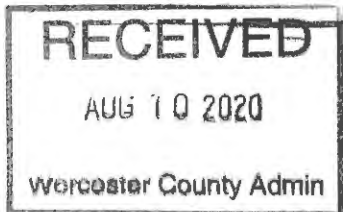
September 1, 2018 – September 30, 2018
October 1, 2018 – December 31, 2018
January 1, 2019 – March 31, 2019
April 1, 2019 – June 30, 2019
July 1, 2019 – September 30, 2019
October 1, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – June 30, 2020
July 1, 2020 – **September 30, 2020**
October 1, 2020 – December 31, 2020
January 1, 2021 – February 28, 2021

Due Date

October 15, 2018
January 15, 2019
April 15, 2019
July 15, 2019
October 15, 2019
January 15, 2020
April 15, 2020
July 15, 2020
October 15, 2020 (REVISED)**
January 15, 2021 (ADDITIONAL)**
February 28, 2021 (FINAL)

All other information remains unchanged.

ITEM
7



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS *RJM*
Director, Environmental Programs

Subject: Critical Area Grant – FY 2021

Date: August 10, 2020

I am pleased to transmit two (2) copies of our FY 2021 Critical Area Grant Agreement between Worcester County and the State Critical Area Commission for our 2021 operational funding from the Commission. This is an annual reoccurring grant that provides us with limited funding for the administration of our Atlantic and Coastal Bays Critical Area Programs.

The grant requires us to do no additional work over and above the exemplary work staff performs on a daily basis to administer the program. Funding for the upcoming fiscal year is in the amount of \$9,000 which represents only a very small portion of our actual program cost. The state has again reduced the level of reimbursement, this time by \$1,000. I respectfully recommend that the County Commissioners authorize County Commissioner President Mitrecic to execute the documents where indicated so that we may claim our funds.

As always, Ms. Gerthoffer and I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachments

cc: David Bradford, Deputy Director
Jenelle Gerthoffer, Natural Resources Administrator


Citizens and Government Working Together



Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert J. Mitchell, Director

From: Jenelle Gerthoffer, Natural Resources Administrator 

Subject: Critical Area Commission Grant Agreement for Fiscal Year 2021

Date: August 10, 2020

Attached are two copies of the Critical Area Commission Grant-In-Aid Program Agreement for Fiscal Year 2020. The agreement is provided for review and approval by the Worcester County Commissioners; therefore, I am requesting that this item be placed on the agenda for the next County Commissioners meeting. The 2021 Scope of Work and Budget have also been supplied for reference.

Each year, Natural Resources' notifies the Commission that grant assistance funding could be used to assist in the implementation of the local Critical Area Programs. By signing this agreement, Environmental Programs/Natural Resources will receive \$9,000 in funding to be used for the purpose of assisting with the responsibilities in overseeing the local Chesapeake Bay and Coastal Bay Critical Area Programs. It should be noted that the grant amount has been reduced by \$1,000 compared to previous years grant amount of \$10,000.

Should you have any questions or concerns, you can reach me at extension 1147. Thank you.

Citizens and Government Working Together



**WORCESTER COUNTY
 PROPOSED BUDGET FOR FISCAL YEAR 2021
 SCOPE OF WORK
 CRITICAL AREA PROGRAM FUNDING**

The proposed budget for this fiscal year is comprised solely of salaries for certain positions necessary to administer the program. Additional items may be submitted in the future.

Classification	Hourly Rate & Fringe*	Total Hours	Salaries
Natural Resources Administrator	\$42.03	1000	\$ 43,030.00
Natural Resources Inspector II	\$47.46	1300	\$ 61,698.00
Natural Resources Specialist III	\$35.30	1700	\$ 60,010.00
Environmental Intern	\$13.25	200	\$ 2,650.00
		Total	\$166,388.00
Total Amount of FY2021 Grant to be utilized towards this budget			(\$9,000.00)
* 44.94% Fringe includes: Social Security/FICA, Pension, Medical Insurance, Long Term Disability, Life Insurance, Employee Assistance Program, Workman's Compensation, and Unemployment.			



**WORCESTER COUNTY
FISCAL YEAR 2021
SCOPE OF WORK FOR
CRITICAL AREA PROGRAM FUNDING**

TASK 1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	The Natural Resources Planner will review permits, site plans, subdivision plats, agendas for various monthly board meetings, and provide comments to ensure compliance with the Critical Area regulations.
2. Oversee approval process.	Ongoing	Local Govt.	The Planner will prepare staff reports. They will attend the following meetings: Technical Review Committee, Planning Commission, Board of Zoning Appeals, and Shoreline Commission. In accordance with COMAR, applicable projects will be forwarded to the Critical Area Commission (CAC) for review and comments.
3. Provide technical assistance.	Ongoing	Local Govt.	A monthly building permit log is maintained for all permits issued in the Critical Area. A summary sheet is maintained for Critical Area

			variance requests. Quarterly reports are submitted to the CAC.
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TASK 2: Review, update, develop, and implement changes to and incorporate new legislation into local Critical Area Programs through zoning ordinances, subdivision regulations, comprehensive plans, maps, and policies.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review the proposed changes to the Zoning and Subdivision Control Article, based on the Comprehensive Plan being implemented, for consistency with the Critical Area Ordinance.
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will work with Administrators to develop new ordinance language, regulations, plans and policies, to implement changes set forth in State Legislative Bills.
3. Adopt new legislation.	Ongoing	Local Govt.	Prepare Resolution(s) for revisions or additions to existing Ordinance, which incorporates State legislation.

TASK 3: Comprehensively review local programs as mandated by the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review local program and maintain comments and office policies for consistency with State legislation.

5

2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Prepare Amendments and Refinements, as necessary, for new ordinance language, regulations, plans and policies.
3. Adopt new legislation.	Ongoing	Local Govt.	Implement new adopted legislation.

TASK 4: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and “Stop Work” orders, and following up on mitigation and remediation efforts.

Activities	Time Line	Responsible Entity	Deliverables
1. Respond to complaints and perform site visits.	Ongoing	Local Govt.	In response to complaints, Inspectors will perform site visits and maintain field reports, and pictures in project files. Provide on-site consultation. If a violation is cited, a violation log will be maintained.
2. Issue citations and “Stop Work” orders.	Ongoing	Local Govt.	If warranted, Inspectors will issue enforcement activity in the field (i.e. Stop Work Orders). Follow-up with certified letters and citations to property owners pursuant to HB 1253 violation criteria.
3. Follow up on mitigation and remediation efforts.	Ongoing	Local Govt.	Inspectors and Planner will perform inspection to verify compliance with permit conditions or remediation efforts. Field reports will be prepared and maintained in project files, Secure Planting Agreement and Bonds, Where applicable.

TASK 5: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical Area regulations.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide assistance.	Ongoing	Local Govt.	Planner and Inspectors will provide assistance via telephone, email, regular mail, office meetings, and site visits as required or requested. Any relevant notes, surveys, and plans will be placed in the project files.

TASK 6: Educate the public about the Critical Area regulations through presentations to community groups, civic associations, business organizations, and schools. Develop brochures, publications, and displays that educate the public about the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Make presentations.	Ongoing	Local Govt.	Seminars are encouraged and conducted upon request.
2. Develop brochures, publications, information guides, and displays.	Ongoing	Local Govt.	Existing Information Brochures are reviewed and updated as needed to help assist and educate the public on Critical Area issues. Information is also available on-line in the Worcester County Government Website.

TASK 7: Coordinate Critical Area Program activities with other local, State, and federal agencies to facilitate effective implementation.

Activities	Time Line	Responsible Entity	Deliverables
1. Review and comment on Development proposals.	Ongoing	Local Govt.	Planner will provide CAC proposed applications for review and comments per COMAR. Also verify approvals from appropriate State and Federal agencies

			prior to issuance of local permits.
2. Develop, refine, and implement policies for interagency cooperation.	Ongoing	Local Govt.	Staff will continue to coordinate information with DNR and MDE, and prepare Memorandums of Understanding, if needed.
3. Share common problems and develop appropriate solutions.	Ongoing	Local Govt.	Attend quarterly MACO meetings for guidance. Attend Technical Review Committee monthly meetings and Wetlands Planners Group quarterly meetings. Also, arrange on-site meetings, when warranted.

TASK 8: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Plant riparian forest buffers.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for planting riparian buffers.
2. Implement an urban forestry program and plan.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for urban tree and landscape plantings.
3. Increase forest cover within the Critical Area.	Ongoing	Local Govt.	Utilization of funds for increasing forest cover within the Critical Area. Report activities to the CAC on annual reports.
4. Install new or improve existing storm water treatment facilities or Best Management Practices.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for improvement Best Management Practices.

TASK 9: Implement special conservation efforts that result in long-term protection of land within the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide guidance, design recommendations, and information on conservation for habitat and water quality protection.	Ongoing	Local Govt.	Planner will work to implement long-term conservation easements and water quality protection measures.
2. Implement long-term protection of Critical Area lands.	Ongoing	Local Govt.	Planner will prepare Easements, as warranted, and review Deed Restriction and Covenants for Homeowner Association Documents.

TASK 10: Design and plan projects that promote public access to the water or public environmentally-oriented recreation or education.

Activities	Time Line	Responsible Entity	Deliverables
1. Design public water access.	Ongoing	Local Govt.	Planner will coordinate with Public Works Department on revitalization of existing public water access areas, pursuant to the goals and intent of the Ordinance.
2. Prepare plans for environmentally oriented recreation and/or education facilities.	Ongoing	Local Govt.	Planner will respond to requests for environmentally oriented recreation and/or education facilities.

V. GUIDELINES FOR PROPER INVOICING

Planner/Inspector shall submit two activity reports and one invoice to the Critical Area Commission. The invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work including a detailed expenditure sheet that identifies expenditures by budget category. Proof of payment will be provided in order for reimbursement.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, the Planner/Inspector may use the Salary Summary form to report salaries. In order to use this form, the Planner/Inspector will provide in writing to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc.

The following documentation for expenditures will be continued:

Category	Backup Documentation Needed
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. Hard copies of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services,

	and hourly rate for services. Description of services on detailed expenditure sheet.
Time period of support documentation should coincide with the billing time period.	

VI. ELIGIBLE EXPENDITURES

Planner/Inspector shall submit only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category	Description
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in state travel. In state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases will not be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other</p>

	<p>maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.</p>
<p>Consultants/Legal*</p>	<p>Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.</p>
<p>*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL." In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are <u>ineligible</u> for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.</p>	
<p>Salaries & Fringe Benefits:</p>	<p>Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.</p>
<p>Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.</p>	

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

Planner/inspector will submit a detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2021 shall be from July 1, 2020 through June 30, 2021. Unless there is a "No-Cost Extension" granted by the Commission, all unspent monies will revert back to the Commission by June 30th of each year.

IX. AMENDMENTS

Staff will submit amendments to the Scope of Work in writing to the Fiscal Administrator, Irene Lamb. Amendments for task, budget or appropriation change will:

- 1) Include justification for the change; and
- 2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" will include:

- 1) Justification for extension; and
- 2) Detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted to the Commission in writing no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2021. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All associated **invoices and reports must be submitted by June 30, 2021 for the close of the grant.**

X. ANNUAL REPORTS

Annual reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Commission as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Fiscal Administrator, Irene Lamb at the Commission and written approval provided, before they can be included in the annual report.

An electronic copy of the annual report shall be submitted to the Fiscal Administrator, Irene Lamb.

XI. INVOICES

The Planner/Inspector will submit invoices on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the Fiscal Administrator, Irene Lamb, electronically on an annual basis and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit one electronic invoice, detailed expenditure sheet, support documents and annual activity report (one electronic copy of report as per instructions above).

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

The final invoice must be provided to the Fiscal Administrator, Irene Lamb at the Commission no later than June 30, 2021 close of the State fiscal year.

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM

GRANT AGREEMENT PO#: K00P1600133

THIS GRANT AGREEMENT, entered into this 1st day of July 2020,
by and between

STATE OF MARYLAND
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
Hereinafter ("Critical Area Commission"),

And

Worcester County, MD

Hereinafter ("Grantee")

WHEREAS, funding has been appropriated by the General Assembly to the Critical Area Commission for **Fiscal Year 2021**, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, MD.CODE ANN., Natural Resources II, §8-1801 et seq., (2012 Repl. Vol. as amended) ("the Act"); and

WHEREAS, the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 et seq. ("Criteria"); and

WHEREAS, the Grantee has notified the Commission that it needs grant assistance funding to implement its Critical Area Program; and

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

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2021 (July 1, 2020- June 30, 2021) in the amount of Nine Thousand Dollars (\$9,000)**.

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, for the Commission's review and approval. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in MD Code, Natural Resource II 8-1808 (c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Commission and shall expire June 30, 2021. This agreement may be amended only with the written approval of the Commission.
4. The Commission shall reimburse the Grantee for expenses authorized under the grant upon the Grantee's submission of **two (2) Progress status reports and one (1) invoice**. (Refer to pages 1-3), Article V of Appendix A – FY21 "Scope of Work and Funding Guide Local Governments" for minimum requirements.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached Scope of Work is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. The attachments: Appendix A – FY21 "Scope of Work and Funding Guide for Local Governments and Scope Outline" and Appendix B -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)" are hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the aforementioned Appendix B - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by Department of Natural Resources, Critical Area Commission, will bear the following statement on the cover or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
 - i. Data and products collected, manipulated, or directly purchased, as part of the Grant shall become the property of CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC’s use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this agreement utilizing funds administered by CAC through Match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.
- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables will be submitted directly to the Grant Administrator at the Commission. **Two (2) Progress status reports and One (1) Invoice at the end of the project** shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract.

First Project Status Report is due to Commission on January 15, 2021 for work completed on the project between July 1, 2020 and December 31, 2021. No request for payment should be submitted to Commission with the first Status Report.

The second and final Project Status Report along with an Annual Invoice is due to the Commission between the period of May 15, 2021 and June 30, 2021 for work completed on the project between the periods of January 1, 2021 and June 30, 2021. The Commission will not submit payment for any invoices received prior to May 15, 2021. Final Report and Invoice should be emailed to: **cacgrants.dnr@maryland.gov**

Due Dates
January 15, 2021

Reporting Time Frame
Progress Status Report for Work completed
July 1, 2020 -- December 31, 2020 (No Invoice)

May 15, 2021

Final Status Report and Final
Invoice for Work

Thru June 30, 2021

completed January 1, 2021 – June 30, 2021

10. The Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

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

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

Signatory for the Grantee for: Worcester County, MD

By: _____
GRANTEE WITNESS

By: _____
GRANTEE

PRINT NAME & TITLE

By: _____
GRANTEE

PRINT NAME & TITLE

Signatory for the Commission:

By: _____
COMMISSION WITNESS

By: _____
Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

By: _____
DNR WITNESS

By: _____
Shiela Harrison, Procurement Officer

*Approved as to form and legal sufficiency, April 2020
By: Rachel L. Eisenhauer
Assistant Attorney General, Department of Natural Resources*

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

**Questions or inquiries about the agreement for funding should be directed to the Grant Administrator: cacgrants.dnr@maryland.gov
The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.**

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the

Commission before the billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary forms, expense accounts, time sheets or any other support documents provided to the Commission.**

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices <u>with</u> receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and

hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

<u>Category</u>	<u>Description</u>
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.</p> <p>If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p>

VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases will not be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a “contractual agreement” is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice.**

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under “PERSONNEL AND BENEFITS,” and not as a contractor under “CONSULTANTS/ LEGAL.”

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:

Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2021 shall be from July 1, 2020 through June 30, 2021**. Unless there is a "No-Cost Extension" granted by the Commission, **all unspent monies will revert back to the Commission by June 30th of each year.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2021. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

Final invoice and report must be submitted to the Commission between the period starting May 15, 2021 and no later than June 30, 2021 for the close of the grant.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates

January 15, 2021

May 15, 2021

Thru June 30, 2021

Reporting Time Frame

**Progress Status Report for Work completed
July 1, 2020 – December 31, 2020 (No Invoice)**

**Final Status Report and Final Invoice for Work
completed January 1, 2021 – June 30, 2021**

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. **An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice** and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment along**

with Final Progress Status Report between the period starting May 15, 2021 and no later than June 30, 2021 at the close of the State fiscal year.

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation. **The final invoice must be provided to the Grant Administrator at the Commission between the period starting May 15, 2021 and no later than June 30, 2021 close of the State fiscal year. Email all information to grant administrator at: cacgrants.dnr@maryland.gov**

XII. WORK PRODUCTS

1. **Two (2) Status reports and One (1) Invoice are required**, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

APPENDIX B

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS GRANT-IN-AID PROGRAM (REV. 04/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant-In-Aid Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Basic Agreement" means the executed document to which the general conditions contained herein are appended or incorporated.
- B. "Agreement" means the agreement between the Department and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.
- C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.
- D. "Grantee" means the State agency, political subdivision or government entity obligated to perform services for the Department under this Agreement.
- E. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays

or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department 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 in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency

By: Rachel L. Eisenhauser

Office of the Attorney General

Department of Natural Resources

April 2020

ITEM
8

RECEIVED
AUG 10 2020
Worcester County Admin



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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *E.A.T.*
DATE: August 10, 2020
RE: Pocomoke City Request for Building Code Assistance

Pursuant to your request, I have reviewed the attached letter from Mr. Jeremy Mason, City Manager, requesting consideration of assistance for building plan review and inspections, plumbing and gas inspections, and electrical and HVAC inspections. In order to gain more insight into the specifics of the request, I first spoke with Mr. Dan Brandewie, Planning Director for Pocomoke City, by telephone. In addition, on Thursday, July 30, 2020, Jennifer Keener, Deputy Director, and I traveled to Pocomoke City Hall and met with Mr. Brandewie to gain additional information on their building inspection program and to see firsthand the permitting software they are currently using. I know Mr. Bob Mitchell, Director of Environmental Programs, has had discussions with Mr. Brandewie regarding the plumbing and gas inspections as well.

First, let me say that it was interesting to see the permitting software that the Town is currently using. It is a module that is tied to their accounting software from Tyler Technologies, Inc., the same company that we use for both accounting functions and our new rental license program. It is not a module that we currently have available to us, however. In addition, Mr. Brandewie provided us some of the building permit applications they have received and building plans reviewed by the Middle Department Inspection Agency who performed these services for them in the past. We were also provided with the attached graph showing the numbers of various types of permits issued by the Town in 2019. The total number of building type permits that they issued in 2019 for which they would like to have assistance from us was 167. That includes both commercial and residential construction as well as accessory structures, demolition, etc. This compares to the 1,122 permits issued through my office in 2019.

After careful consideration of Pocomoke's request, I do not feel it is something we can do at this time with the resources we have available. We are currently experiencing one of the busiest periods we have had in quite some time. If we were to assist, I believe it would require an additional staff member and all equipment necessary for them to do the job, including an additional vehicle. I cannot see where it would be cost effective for the Town. If the Town were to be successful in recruiting a staff member of their own like they have in the past, we would certainly provide technical advice that we have always been happy to do for both Pocomoke and Snow Hill, for that matter.

If you need any additional information, please let me know. As always, I will be available to discuss the matter with you at your convenience.

Attachment

cc: Jennifer Keener, Deputy Director


Bill Bradshaw, Building Administrator



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Inspection Services for Pocomoke City**
Request for County Assistance

Date: August 10, 2020

Attached you will find a request letter from Pocomoke City for the County to provide inspection services for the town. They have recently ended their association with a local inspection company and are looking to continue having these services provided for construction projects within their corporate limits.

Regarding the Department of Environmental Programs, we could offer plumbing and gas inspection services, with commercial plumbing plan reviews as an option should they require that as well. We did perform inspection services within the corporate limits before the town switched to Middle Inspections (MDIA). We do have the capability and capacity to perform these services without staff additions, and would be able to provide them to the town once again.

With respect to increased revenue, I have also attached a table from the town that totals permits by type from their most recent calendar year. The estimated revenue increase from plumbing and gas permitting for this call volume would be \$5,170/year. This represents a 6% increase in our annual revenue.

In conversations with the town’s planning director, they are not necessarily tied to their permitting software system, if the County provides all inspections and billing for the permits, the town will not need to be involved. We would provide inspection services with signoffs on the posted permit for approvals. They would only like notification of all permit requests, so they could confirm, on their end, that substandard housing was brought up to town code within corporate limits. They also confirmed that the town surcharge on plumbing and gas permits was not a revenue matter on

Citizens and Government Working Together

their end with the previously contracted inspections so they would prefer the County have full fee administration, and collection of monies with regard to issuance of these permits.

I would respectfully recommend that any approved offering of inspection services mirror what we are currently providing to the towns of Berlin and Snow Hill. That would entail offering permitting and inspection services where the County issues the permits and keeps the permit revenue. We run the plumbing and gas permitting program and report to the town any issues and signoff on inspections on the town-issued building permits. While there are certain coordination and notification matters to be worked out, this is a much simpler format with a much smaller administrative requirement on the town staff and one that they have indicated they are looking to accomplish with this request. We would not offer plan review services as they may have a third party perform that as part of a multi-disciplined permit plan review.

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

Attachments

POCOMOKE CITY, MARYLAND



July 28, 2020

Harold Higgins
Chief Administrative Officer
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

Dear Mr. Higgins:

The City of Pocomoke City recently ended a contract with a private 3rd party company (Middle Department Inspection Agency-MDIA) that provided plan review and inspections for the City. As such, the City is seeking alternative arrangements to provide such services. On behalf of the Mayor and City Council, I would like to inquire if the County can provide the following assistance:

- Plan review for residential, commercial, and industrial projects.
- Building inspection services for both residential and commercial projects.
- Plumbing and gas inspections.
- Electric and HVAC inspections.

Presently, staff within the Planning Department handle all inspection and permit applications using Energov software by Tyler Technologies. Once we process applications and collect fees, we then send inspection requests to the 3rd party for follow-up. We anticipate that we would continue with this format but are open to explore other options. We are required by law to implement the 2018 Code requirements consistent with the Maryland Building Performance Standards.

Staff has had some brief conversations with Mr. Bob Mitchell and have reached out to Mr. Ed Tudor for follow-up. Our goal would be to have an alternative inspection service some time in August. I have attached a brief summary regarding the number and type of permits issued by our Department. In addition, we issued permits for approximately 20 new single-family homes in 2019 and we expect that trend to continue over the next two years. We also anticipate some major plant expansions within the City next year.

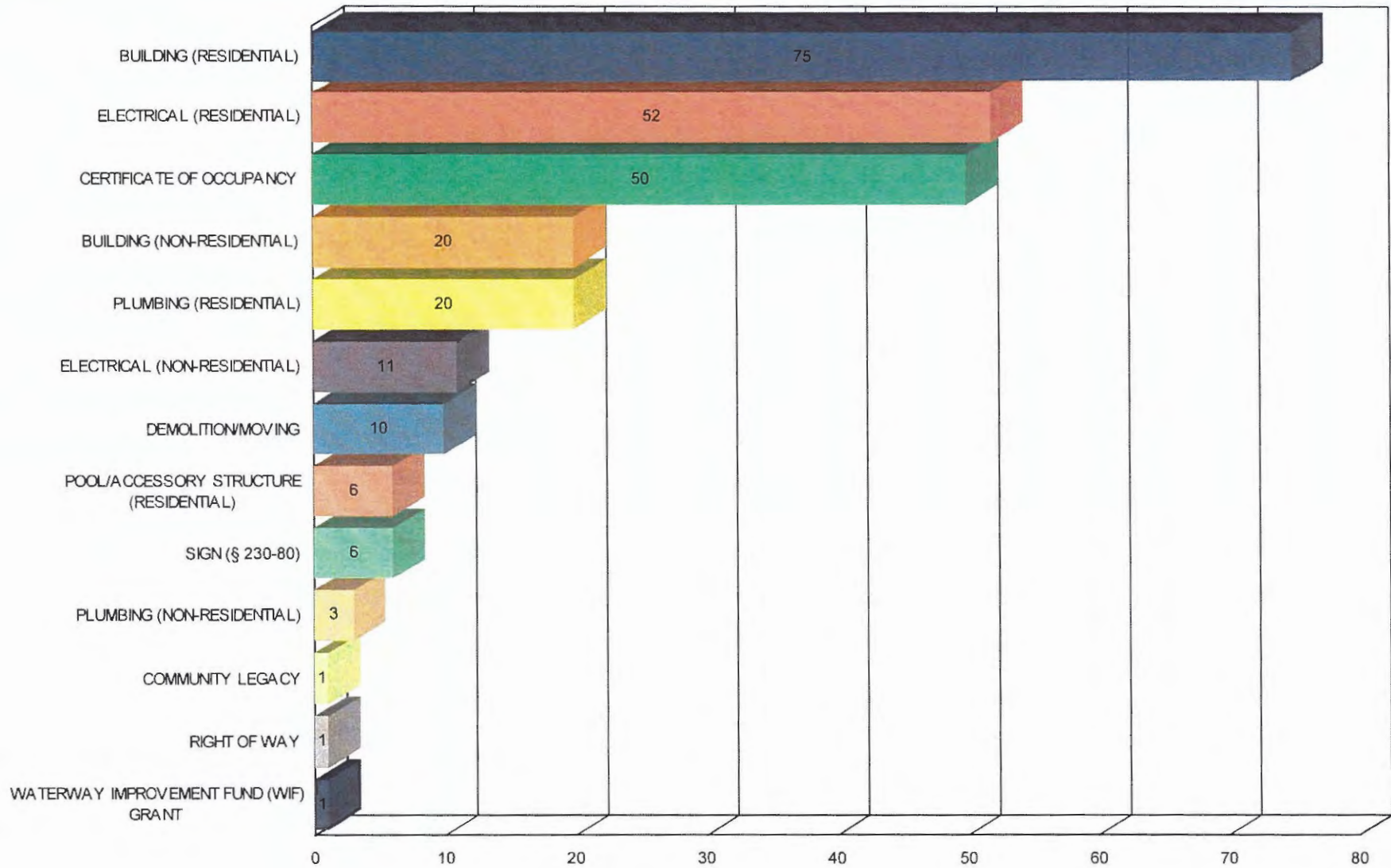
We look forward to having a dialogue regarding the County's capacity to provide building inspection services. Please feel free to call me at 410-957-1333 or contact Mr. Dan Brandewie, Planning Director for follow-up. Thank you.

Sincerely,

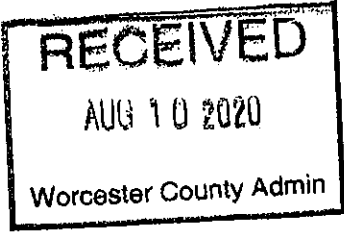
Jeremy Mason
City Manager



PERMITS APPLIED BY TYPE (01/01/2019 TO 12/31/2019) FOR CITY OF POCOMOKE



ITEM
9



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

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director *EAT*
Date: August 6, 2020
Re: Planning Commission Recommendation - Text Amendment Application –
Casino Entertainment District

The Department has received and processed a text amendment application submitted by Joseph E. Moore, Esquire, which seeks to add a Casino Entertainment District as an overlay district in the Zoning and Subdivision Control Article, and establish such use as a permitted use in the A-2 Agricultural District.

The proposed text amendment was reviewed by the Planning Commission at its meeting on August 6, 2020. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Phyllis Wimbrow, Deputy Director
Jennifer Keener, Deputy Director



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, AICP, Deputy Director *JKK*
Date: August 6, 2020
Re: Planning Commission Recommendation - Text Amendment Application –
Casino Entertainment District

The purpose of this memo is to forward the Planning Commission’s comments and recommendation regarding a text amendment application submitted by Joseph E. Moore, Esquire, which seeks to add a Casino Entertainment District as an overlay district in the Zoning and Subdivision Control Article, and establish such use as a permitted use in the A-2 Agricultural District.

In their report to the Planning Commission, the staff expressed that an overlay district of this type is more appropriate than a rezoning of the Ocean Downs property, for a number of reasons. Historically, Ocean Downs has operated as a horse racing track for most of its history, along with the associated betting, food and beverage service, etc. When casinos became legalized in Maryland, Worcester County classified casinos as an accessory use to the live horse racing activity in the A-2 Agricultural District. Therefore, Ms. Wimbrow notes that a significant number of other uses that are generally associated with a casino are not allowed under the current zoning, such as retail establishments, hotels, theaters, and exhibition space. The overlay district would provide for a variety of entertainment-based uses to make it more of a destination, while eliminating the reliance of the casino on the live horse racing for its continued existence. The district establishes appropriate design standards for parking, pedestrian circulation, landscaping provisions and open space, while the review and approval process by the Planning Commission will involve long-standing criteria for evaluation of its impact on the public health, safety and welfare, among other considerations. Overall, staff was supportive of the proposed text amendment.

The Planning Commission reviewed the proposed text amendment at its meeting on August 6, 2020. Mr. Moore noted that this request was for an overlay district that would fully recognize the economic driver that Ocean Downs has become with the addition of the casino. He also assuaged members’ concerns by noting that Ocean Downs, owned and operated by Churchill

Downs, had no intentions of eliminating the live horse racing activity. In fact, Ms. Bobbi Sample, General Manager, stated that the horse races actually bring in more people to the casino. Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment



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/drplindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Deputy Director *JKK*
Date: July 29, 2020
Re: Text Amendment Application – Casino Entertainment District

The attached text amendment application was submitted by Joseph E. Moore, Esquire. It seeks to add a Casino Entertainment District as an overlay district in the Zoning and Subdivision Control Article, and establish such use as a permitted use in the A-2 Agricultural District.

Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, Phyllis Wimbrow, Deputy Director, Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment. The comments of both Mr. Tudor and Ms. Wimbrow are attached. Mr. Tudor states that staff has internally discussed the need for the comprehensive recognition of the activities of the Ocean Downs Casino into something more than an accessory use for some time now. Ms. Wimbrow notes that Ocean Downs has operated as a horse racing track for most of its history, along with the associated betting, food and beverage service, etc. When casinos became legalized in Maryland, Ocean Downs morphed into something much more than anything that was originally contemplated. Worcester County allows casinos as an accessory use to the live horse racing activity. Therefore, Ms. Wimbrow notes that a significant number of other uses that are generally associated with a casino are not allowed under the current zoning, such as retail establishments, hotels, theaters, and exhibition space.

Staff assisted Mr. Moore in the drafting of an overlay district that would provide for a variety of entertainment-based uses to make it more of a destination, while eliminating the reliance of the casino on the live horse racing for its continued existence. As Ms. Wimbrow stated, the district establishes appropriate design standards for parking, pedestrian circulation, landscaping provisions and open space. The review and approval process by the Planning Commission will involve long-standing criteria for evaluation of its impact on the public health, safety and welfare, among other considerations. For the Ocean Downs property, Ms. Wimbrow concludes that an overlay district of this type is more appropriate than the rezoning of the property to a commercial designation, and therefore she is supportive of the text amendment. Mr. Tudor

echoes her sentiments relative to the important considerations that were part of the development of the text amendment language, and also supports the amendment as drafted.

I concur with the comments of Mr. Tudor and Ms. Wimbrow, and conclude that the Casino Entertainment District is appropriate. Therefore, the staff gives a favorable recommendation to the text amendment application as requested. A draft bill is attached for your reference.

Should you have any questions or require additional information, please do not hesitate to contact me.

Attachment

cc: Edward A. Tudor
Phyllis Wimbrow
Roscoe Leslie
Joseph E. Moore



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

ZONING DIVISION
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TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Jennifer K. Keener, Deputy Director
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: July 15, 2020
RE: Text Amendment Application - Casino Entertainment District

This memorandum is in response to your request for comments on the text amendment application and draft legislation submitted by Joseph E. Moore on behalf of the owners of the Ocean Downs Casino. As you are aware, the text amendment seeks to establish a Casino Entertainment District as a permitted use in the A-2 Agricultural District and set forth the regulations for it as an overlay district.

For most of its history Ocean Downs operated as a horse racing track, with the associated betting, food, beverages, etc. It has only been since casinos became legalized in Maryland that Ocean Downs morphed into the much more complex development that it is today. Yet that evolution was only brought about zoning-wise by construing the casino use as an accessory to the permitted use of the site as a race track. As such, it would not permit some of the other uses that are often associated with casinos such as retail establishments, hotels, theaters, exhibition space, and the like. In drafting the legislation, we attempted to make the overlay district one that would provide a variety of entertainment uses and allow the site to become more of a destination in and of itself while also making it no longer dependent on the race track for its legal existence. Additionally, we included appropriate design standards for parking, pedestrian circulation, landscaping, buffering and screening, and open space. The procedures for review by the Planning Commission establish specific criteria to be considered regarding the public health, safety and welfare, highway capacity, traffic congestion, and public services. I have long felt that an overlay district such as this was needed for Ocean Downs rather than a commercial rezoning of the property, which would in turn permit any use allowed by that zoning district as opposed to limiting the use solely to those associated with a casino. I am fully supportive of the proposed text amendment.

Should you have any questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

attachment



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DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer Keener, Deputy Director
From: Edward A. Tudor, Director *EAT*
Date: July 29, 2020
Re: Text Amendment Application – Casino Entertainment District –
Joseph E. Moore, applicant

This memorandum is in response to your request for comment on the above referenced text amendment application.

As you know, we have discussed internally for some time the need to recognize the Ocean Downs Casino in a more comprehensive manner than just as an accessory use to the pari-mutuel wagering at the racetrack. I personally envisioned that at some time in the future we would find the time to prepare new language to do just that. As it turns out, Mr. Moore's text amendment application just sped that process up. I think Ms. Wimbrow's memo clearly states the important considerations in the development of the language that is currently before the Planning Commission for review, and I am fully supportive of the proposed text amendment as well.

Jennifer Keener

From: Jennifer Keener
Sent: Tuesday, July 14, 2020 3:24 PM
To: Ed Tudor; Phyllis Wimbrow; Roscoe Leslie
Subject: FW: Ocean Downs-Casino Entertainment District
Attachments: 20200713132255.pdf; Draft Bill Casino Entertainment Overlay District 7.7.2020.docx

Good afternoon,

Joe would like us to proceed with the final amended version of the Casino Entertainment District overlay that we drafted. The only change from the May draft was a modification to the height section, to allow the Planning Commission the authority to approve anything in excess of 4 stories and 45' in height. Attached is his letter and request, along with a Word version of the latest and greatest bill.

I would like to schedule this for the August 6th Planning Commission meeting, so I would need to have comments back by Wednesday, July 29th to prepare the staff report.

Thank you!!

Jen

Jennifer K. Keener, AICP
Deputy Director
One West Market Street, Room 1201
Snow Hill, MD 21863
(410) 632-1200, extension 1123
jkkeener@co.worcester.md.us

From: Joe Moore <jmoore@whmsh.com>
Sent: Monday, July 13, 2020 2:27 PM
To: Jennifer Keener <jkkeener@co.worcester.md.us>; Ed Tudor <etudor@co.worcester.md.us>
Cc: Bobbi Sample (Ocean Downs) <Bobbi.Sample@oceandowns.com>; Neal Curtis (CDI) <Neal.Curtis@kyderby.com>
Subject: Ocean Downs-Casino Entertainment District

Jen; I attach a letter and its exhibits, requesting that the Version 2 Casino Entertainment District Bill be submitted to the Planning Commission for its review, and recommendation.

Thanks, Joe

Joseph E. Moore, Esq.
Williams, Moore, Shockley & Harrison, L.L.P.
3509 Coastal Highway
Ocean City, MD 21842
(410)289-3553 – office
(410)289-4157 – facsimile

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LAW OFFICES
WILLIAMS. MOORE, SHOCKLEY & HARRISON, L.L.P.
3509 COASTAL HIGHWAY
OCEAN CITY, MARYLAND 21842

JOSEPH E. MOORE
RAYMOND C. SHOCKLEY
J. RICHARD COLLINS
REGAN J.R. SMITH
CHRISTOPHER T. WOODLEY
CHRIS S. MASON
PETER S. BUAS
MORGAN A. FISHER

(410) 289-3553
TELEFAX (410) 289-4157

MARCUS J. WILLIAMS (1923-1995)
EDWARD H. HAMMOND, JR. (1942-2010)

OF COUNSEL
JOSEPH G. HARRISON, JR.

July 13, 2020

Jennifer Keener, Deputy Director
Development Review and Permitting
Worcester County Government Center
One West Market Street, Rm 1201
Snow Hill, MD 21863
Via email: jkeener@co.worcester.md.us

RE: Proposed Bill for Casino Entertainment Districts

Dear Jennifer:

I attach hereto my cover letter to Kelly Shanahan dated April 15, 2020 wherein I submitted my request for the creation of a casino entertainment district, which has been reviewed by you and Mr. Tudor, and Version 2 of the proposed bill amending the zoning and subdivision control article to allow casino entertainment districts, with the attended provisions related thereto. I have reviewed the Version 2 of the proposed bill, and submitted it for review by the Senior Management of Ocean Downs Casino. We do not have any further comments with respect to any potential amendments to Version 2. Accordingly, it is my understanding that the matter is now ready to submit to the Worcester County Planning Commission for its review, and subsequent recommendation to the County Commissioners.

With my letter to Mr. Shanahan, I paid the required filing fee for the Text Change.

When the matter is scheduled for the agenda of the Planning Commission, I would appreciate it if you would provide me with the date and time thereof.

Sincerely,


Joseph E. Moore

JEM/kd
Attachment

cc: Ed Tudor, Director of Development Review and Permitting
Bobbi Sample
Neal Curtis

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Edward A. Tudor, Director
Jennifer K. Keener, Zoning Administrator
Roscoe Leslie, County Attorney
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: April 21, 2020
RE: Text Amendment Application - Casino Entertainment District

The attached text amendment application has been submitted by Joseph E. Moore, Esquire, on behalf of Ocean Enterprise 589, LLC, property owner of the Ocean Downs Casino. It seeks to amend the A-2 Agricultural District regulations to add a casino entertainment overlay district as a permitted use and to amend the supplementary district regulations of the Zoning Code to establish the casino entertainment overlay district and its regulations.

I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than May 15, 2020. In the interim I will be putting the proposed regulations into bill form.

Should you have any questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

attachment



Please Type
or
Print in Ink

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

**PETITION FOR AMENDMENT OF OFFICIAL TEXT
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by Planning Commission: 4/15/2020

Date Reviewed by Planning Commission: _____

Planning Commission Recommendation Received by _____
on _____

(Date)

1. **Application** - Proposals for amendments to the text of the Zoning Ordinance may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agencies of the County. Check applicable status below:

A. Resident of Worcester County.

B. Taxpayer of Worcester County.

C. Governmental Agency. _____
(Name of Agency)

2. **Proposed Change to Zoning Ordinance Text.**

A. Section Number: ZS1-202(b)-add (20)
Add Section ZS1-352 to Supplementary Districts.

B. Page Number: _____

C. Proposed revised text, addition or deletion:

1. Section ZS1-202^(b)(20):

"Casino Entertainment Area subject to the provisions of ZS1-352 hereof".

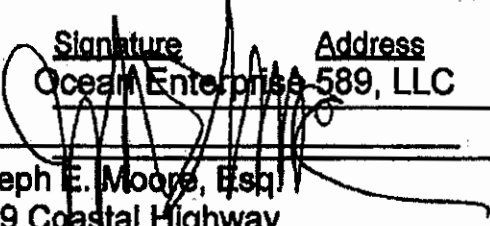
2. Add "Casino Entertainment District" as a Supplementary District as Section 1-352 – set forth in attached District Regulations - Exhibit "A"

III. Reasons for Requesting Text Change.

A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

To provide a regulated Casino Entertainment District in order to facilitate the appropriate uses in such zone, and the conditions thereof.

IV. Signature of Applicant

	<u>Signature</u>	<u>Address</u>	<u>Phone</u>
By:		Ocean Enterprises 589, LLC	10218 Racetrack Road
			Berlin, MD 21811
			410-641-0600 ext. 3192
		Joseph E. Moore, Esq.	
		3509 Coastal Highway	
		Ocean City, MD 21842	410-389-3553

V. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- B. Procedure for Text Amendments - Text amendments shall be passed by the County Commissioners of Worcester County as public local laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

EXHIBIT "A"

ZS1-352 Casino Entertainment District

(a) Purpose and Intent. The purpose and intent of this section is to encourage comprehensively planned Casino Entertainment Development with appropriate uses in areas near established residential communities which have vehicular access from adequate highways and roads in a close proximity to such sites, while requiring beneficial design features and compatibility with the surrounding area.

Such development must be located within tracts of land with sufficient acreage in order to maintain adequate open space, safe internal traffic circulation, adequate parking, appropriate access to public roadways, and with adequate buffering and landscaping within the site.

(b) Location and area requirements. The minimum required lot area for a Casino Entertainment area is 90 acres of land.

(c) Permitted uses and structures.

- (1) Casino Gaming Facilities licensed under the Maryland Video Lottery Facility Location Commission (Md. State Gov't §9-1A-36)
- (2) Off street parking garage or structure
- (3) Nightclubs or other similar entertainment facilities
- (4) ~~Fairgrounds and race tracks, limited to commercial race tracks, licensed by the Maryland State Racing Commission~~
- (5) Commercial boarding stables for three or more animals, used in conjunction with fair grounds or commercial race tracks licensed by the Maryland State Racing Commission
- (6) Public commercial, cultural, social and non-retail recreation areas and centers, including playgrounds, parks, and outdoor areas used in conjunction with a licensed casino facility, and for the outdoor display of tents, temporary uses selling any items brought to the location for such purpose.
- (7) Stadiums, arenas for outdoor entertainment

- (8) Theaters, including movie and/or performing arts
- (9) Restaurants and bars, banquet halls
- (10) Health clubs, fitness centers
- (11) Places of assembly for exhibitions

(d) Road frontage requirements. Although there shall be no minimum road frontage requirements, there shall be maintained adequate frontage on a public road to render the casino facility fully visible and adequately designated as a Casino Entertainment area facility.

(e) Parking requirements. Parking shall be in accordance with the provisions of Section ZS1-320 hereof.

(f) Height. By virtue of the unique nature of size of Casino facilities, it is likely that the height of a request casino structure will exceed that otherwise allowed by the Code. The Board of Zoning Appeals shall determine by Special Exception the appropriate height of a casino structure, if the allowed District height is exceeded.

(g) Landscaping, buffering and screening requirements. Casino facilities shall comply with all pertinent landscaping, buffering and screening requirements set forth in ZS1-322 hereof.

(h) Review and approval procedure. Any casino facility application shall be reviewed by the Technical Review Committee and the Planning Commission pursuant to the provisions of ZS1-325 hereof, and this section; except any facility that has been previously reviewed and approved.

(i) Other regulations. In addition to the provisions of this section, the other provisions of this Title and of the District in which the Casino Entertainment area is located shall apply, as well as any Acts of the Maryland Legislature.

(j) Permits. No permit shall be issued for any work in connection with a Casino Entertainment facility or permitted uses designated in this section until all required review by the Planning Commission shall have been completed and approved.

LAW OFFICES
WILLIAMS, MOORE, SHOCKLEY & HARRISON, L.L.P.
3509 COASTAL HIGHWAY
OCEAN CITY, MARYLAND 21842

JOSEPH E. MOORE
RAYMOND C. SHOCKLEY
J. RICHARD COLLINS
ROGAN J.R. SMITH
CHRISTOPHER T. WOODLEY
CHRIS S. MASON
PETER S. BUAS
MORGAN A. FISHER

(410) 289-3553
TELEFAX (410) 289-4157

MARCUS J. WILLIAMS (301-1996)
EDWARD H. HAMMOND, JR. (410-42-2011)

OF COUNSEL
JOSEPH G. HARRISON, JR.

April 15, 2020

Mr. Kelly Shannahan
Assistant Chief Executive Officer for
Worcester County
Worcester County Government Center
1 West Market Street, Room 1103
Snow Hill, MD 21863

**RE: Requested Text Amendment creating a Casino Entertainment Area –
including new Casino Entertainment District as a supplementary district**

Dear Kelly:

Several months ago, I met with Ed Tudor, Director of Development Review and Permitting, Phyllis Wimbrow, Deputy Director, and Jen Keener, Zoning Administrator with respect to the potential creation of a Casino Entertainment District at the location of Ocean Downs Casino. The agreement at that time was that it would be appropriate for me, on behalf of Ocean Enterprise 589, LLC, property owner of the casino, to make application for a Text Amendment and a commensurate new supplementary district for the appropriate regulation of casino entertainment properties.

Subsequent to that conference, I have proceeded with developing an outline for the potential text amendment and for the creation of a district, as an overlay district and, the submission is enclosed herewith.

I want to recognize the guidance and cooperation of Phyllis, and particularly Ed, who have been instrumental in fashioning the concept upon which I submit the enclosed provisions for consideration.

Mr. Kelly Shannahan

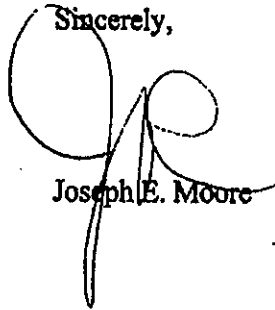
Page 2

April 15, 2020

I understand that this will be submitted to the Office of Development Review and Permitting for staff review, and I will stand by to cooperate in every way necessary, in order to accommodate this beneficial Text Change to the Worcester County Code.

I also enclose the required \$350.00 filing fee check payable to Worcester County.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph E. Moore". The signature is stylized with a large, looped initial "J" and a long, sweeping tail.

Joseph E. Moore

JEM/kd

Enclosures

cc: Ed Tudor

Phyllis Wimbrow

SERVER: \\star-shannahan\log\OCEAN DOWN\H. CASHOLA\Kelly Shannahan\152020.docx

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:
INTRODUCED:

A BILL ENTITLED

DRAFT

AN ACT Concerning

Zoning - Casino Entertainment District

For the purpose of amending the Zoning and Subdivision Control Article to allow the Casino Entertainment District in the A-2 Agricultural District as a permitted use and to set forth the regulations for the Casino Entertainment District as an overlay district.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new definition to read as follows:

CASINO - A building or structure in which one or more gaming tables, wagering devices or machines, or other games of chance are present and available for persons to wager money or something of value on an uncertain outcome, with an unassured prospect of winning money or other stakes, prizes or something of value, including but not limited to video lottery terminals, roulette, card games, dice, sports betting and off-track simulcast horse race wagering. This definition does not apply to games of chance operated by charitable organizations licensed under County law.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new definition to read as follows:

GAMING FACILITY - A casino with table games and/or video lottery terminals as regulated under COMAR Title 36 as from time to time amended and any buildings, facilities or rooms functionally or physically connected to the casino, including but not limited to any bar, restaurant, hotel, cocktail lounge, nightclub, retail establishment, exhibition hall, or arena or any other facility located under the control of a casino licensee or affiliated company.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that § ZS 1-202(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new subsection § ZS 1-202(b)(20) to read as follows:

(20) Casino entertainment district, subject to the provisions of § ZS 1-352 hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new § ZS 1-352 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to

read as follows:

§ ZS 1-352. Casino Entertainment District.

- (a) Purpose and intent. The purpose and intent of this section is to encourage comprehensively planned gaming facilities or casinos and associated uses under a unified plan of development that allows for flexibility while also requiring harmonious design within the development and ensuring compatibility with and minimum impact upon existing and future development in the surrounding area. The casino entertainment district (CED) is intended to encourage economic growth and tourism in Worcester County and shall include a gaming facility that will serve as a local and regional draw. Although development of the entire CED may not occur at one time and may instead be phased, its development is intended to be accomplished in a manner which will ensure compatible, integrated development with provisions being made for safe internal traffic circulation, sufficient parking, appropriate access to public roadways, appropriate pedestrian circulation, and adequate screening, buffering and landscaping, as the lands are developed. The first phase of any CED development shall consist of, at a minimum, the fully licensed and constructed casino building with all necessary and appropriate approvals for legal operation.
- (b) Location and area requirements. The CED is permitted in the A-2 Agricultural District upon review and approval by the Planning Commission. The minimum required lot area for a CED is fifty acres which in no case may be reduced by action of the Board of Zoning Appeals notwithstanding the provisions of § ZS 1-116(c)(4) hereof. Any CED must be located such that it is directly served by a major collector or arterial highway as identified by § ZS 1-326 of the Zoning and Subdivision Control Article or by a service road as defined in § ZS 1-103 of the Zoning and Subdivision Control Article and in accordance with § ZS 1-319 of the Zoning and Subdivision Control Article to provide access from such a highway. The location and construction standards for such service road shall be as determined and approved by resolution of the County Commissioners.
- (c) Permitted uses and structures. The following uses and structures may be permitted in a Casino Entertainment District:
 - (1) Fairgrounds and commercial race tracks licensed by the Maryland State Racing Commission.
 - (2) Commercial boarding stables for three or more animals, used in conjunction with fair grounds or commercial race tracks licensed by the Maryland State Racing Commission.
 - (3) Gaming facilities and casinos licensed under the Maryland Video Lottery Facility Location Commission.
 - (4) Off street parking garage or structure.
 - (5) Restaurants, bars, nightclubs and banquet halls.
 - (6) Motels and hotels.

- (7) Retail or service establishments.
 - (8) Stadiums and arenas for outdoor entertainment.
 - (9) Theaters, including movie and/or performing arts.
 - (10) Health clubs and fitness centers.
 - (11) Places of assembly for exhibitions.
 - (12) Public commercial, cultural, social and recreational areas and centers, including playgrounds, parking and outdoor areas utilized for tents and other temporary uses selling any item brought to the location for such purpose.
- (d) Area limitations for uses. Within a CED a minimum of twenty percent of the total gross lot area [as defined in § ZS 1-305(a) hereof] but excluding state wetlands [as defined in § ZS 1-103(b) hereof] shall be devoted to open space. Such open space shall not include utility and other service areas, roads, parking lots or loading areas, except underground utility areas, nor shall it include buildings except those specifically intended for recreational use. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space. At least twenty-five percent of the required open space shall be provided for common use such as landscaped pedestrian plazas or pedestrian greenways with seating, picnic areas and similar facilities and may include walking paths, except for those connecting principal and/or accessory buildings. Proposed common use open space areas must be specified on the site plan for review and approval by the Planning Commission.
- (e) Lot and road frontage requirements. For individual structures, there shall be no minimum lot area, bulk, lot width, area or road frontage requirements. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. Notwithstanding the Planning Commission's determinations herein, in no instance may a principal structure be constructed closer than one hundred feet to the perimeter property line of the CED. Where adjoining the A-1, A-2, E-1, V-1, RP and all R Districts, such setback shall be increased to a minimum of two hundred feet.
- (f) Parking requirements. The following provisions shall apply to all uses within the CED:
- (1) Notwithstanding the provisions of § ZS 1-320, the required amount of off-street parking for all uses in the CED shall be a minimum of one space for each two hundred and fifty square feet of gross floor area. There shall be a maximum of one space per two hundred square feet of gross floor area allowed.
 - (2) Bicycle spaces shall be provided in accordance with § ZS 1-320(a) for the individual uses.
 - (3) All other standards for the design of the off-street parking areas shall be as provided for in § ZS 1-320.

- (4) The CED shall be served by internal driveways or roads of sufficient capacity and design to ensure that traffic congestion does not occur on the major collector or arterial highway that serves as access to the site, either directly or via a service road.
- (g) Pedestrian circulation. The CED shall be designed to provide a site-wide comprehensive pedestrian network fully accessible to all structures on the property but shall not be used to comply with the calculation of the common use open space required in subsection (d) above. Such sidewalks shall be landscaped as required by the Worcester County “Design Guidelines and Standards for Commercial Uses.”
- (h) Architectural design. A coordinated architectural design shall be established for the site consistent with one or more of the architectural traditions contained within the Worcester County “Design Guidelines and Standards for Commercial Uses.”
- (i) Landscaping, buffering and screening requirements. In addition to the requirements set forth in Subsection (d) herein, the CED shall comply with all pertinent landscaping, buffering and screening requirements set forth in § ZS 1-322 hereof. Buffering shall be required along all perimeter property lines, except screening shall be required where adjoining any residentially zoned or used property, and all such perimeter buffering or screening shall be installed in the first phase of development.
- (j) Height. No structure shall exceed either four stories or forty-five feet in height. However, notwithstanding the provisions of § ZS 1-305(n), the Planning Commission may allow an increase above the maximum permitted height or number of stories where they find that such an increase is reasonably necessary for the proposed purpose and no neighborhood adverse effects or safety hazards will be created.
- (k) Review and approval procedure. Any CED application shall be reviewed by the Technical Review Committee and the Planning Commission in a two-step process. Each step must be completed in its entirety prior to initiating the next step.
- (1) In Step I, a schematic concept plan generally identifying the type, location, and acreage of all proposed land uses, a preliminary traffic study and any other pertinent documents or plans necessary to sufficiently address the items identified in this section as the Planning Commission criteria shall be submitted for review and approval by the Technical Review Committee and the Planning Commission. This plan shall also include general information relative to the applicable architectural traditions contained in the *Design Guidelines and Standards for Commercial Use*.
- (2) In Step II, a master site plan prepared in accordance with § ZS 1-325 hereof, including a final traffic study, an outline of the proposed protective covenants, lease and management and maintenance agreements by which the applicant proposes to operate the development, and all other pertinent documents or plans necessary to fully address the items identified in this section as the Planning Commission criteria shall be submitted for review

and approval by the Technical Review Committee and the Planning Commission. Minor revisions to the Step II plan may be approved by the Department as provided for in § ZS 1-325(h).

- (l) Planning Commission criteria. The Planning Commission shall not approve a CED until it shall find that each of the following criteria have been met:
- (1) The proposed development will not be detrimental to or endanger the public health, safety or general welfare and is consistent with the goals and objectives of the Comprehensive Plan. This evidence shall take the form of a community impact statement covering such topics as highway capacity, traffic congestion and traffic safety, the capacity and availability of public services, including water and sewer service, air and water pollution, the effect on County revenues and expenditures, jobs created, and such additional information as may be requested to adequately understand and review the application.
 - (2) The proposed development is sufficient in size to provide gaming and entertainment facilities and services to the marketing area which may be expected to use the development, yet is not of such a size as to overwhelm the site or be a detriment to the surrounding community.
 - (3) The proposed development is at a location where traffic congestion does not exist on the roads to be used for access to the development or where such congestion can be obviated by committed public road improvement projects or by projects to be undertaken by the applicant at his expense.
 - (4) The proposed development will consist of structures of an integrated and harmonious design, provided with adequate vehicular, pedestrian and bicycle circulation, parking, service, utility services, and landscaping.
- (m) Other regulations. In regulating the development of the CED, the provisions of this section shall first apply, but when a matter is not specifically regulated by this section, then the other provisions of this Title and of the district in which the development is located shall apply, as well as any Acts of the Maryland Legislature.
- (n) Permits. No permit shall be issued for any work in connection with a CED or any permitted uses designated in this section until all required review by the Planning Commission shall have been completed and approved. Construction and development of the CED shall be in accordance with the site plan as approved by the Planning Commission pursuant to § ZS 1-325 hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2020.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

ITEM
10



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

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

RECEIVED

AUG 10 2020

Worcester County Admin

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum

Date: 8/10/2020

Re: Housing Rehabilitation Program Bid Recommendation and Re-Bid Package

ATTACHED DOCUMENTS HAVE
A PROPOSED BID OPENING
DATE OF SEPTEMBER 7TH.
GIVEN THAT IS LABOR DAY,
WE WILL CHANGE DATE TO
SEPTEMBER 8TH.

A bid opening was held recently for the replacement of a septic system in conjunction with a State Special Loans Program single-family home replacement project in Stockton. The septic system portion of this project is to be funded through the County's current CDBG housing rehabilitation grant, MD-20-CD-22. Only one bid was received by the deadline and was submitted by Doug Vann Excavating in the amount of \$13,429; a copy of the bid is attached.

Under the terms of the County's current housing rehabilitation grant, projects receiving less than three bids must be re-bid one additional time, at a minimum. Therefore, to satisfy the State's purchasing requirements, at this time I am requesting the Commissioners' approval of the attached re-bid package to be placed out for the bidding process.

Septic System Scope Of Work

1. Seepage bed. Sand bed 600 square feet. Stone bed 250 square feet
2. Installation depth of 0 inches. (18 elevated finish grade)
3. Dug out 6.5 - 7 feet and backfilled with approved sand mound sand sand.
4. Minimum 1000 gallon septic tank is required with a lift station and pump. Electrical work to be included with the bid, including cost of electric permit
5. Crushed and fill the old existing tank.
6. Seepage bed must be staked by surveyor prior to installation; include this cost in bid.
7. System is to be properly graded and stabilized with seed and a layer of straw.
8. Obtain permit; include permit fee of \$275.00 and completing permit application and obtaining required signatures in bid
9. Any installer submitting a bid for this project must first perform a site visit of the property; refer to site plan for placement

Total = \$ 13429.00

- * Septic system is to be installed in conjunction with the construction of a new home at this property. Anticipated start date is October 2020; please bid accordingly.

Doug Vann Excavating Inc
Po Box 125 Princess Anne Md
21853

443-735-1125



Citizens and Government Working Together

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

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

The projects is proposed to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, September 7, 2020** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – September 7, 2020**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

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

Bid Submission Checklist

- Contractor Qualification Form
- Copy of MDE Lead Paint Contractor certification
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees
- Attended Pre-bid meeting: ____ Required X Not Required
- Signed Bid Submission Checklist

Signature

Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, September 7, 2020 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Environmental Programs Inspector, Ed Lawson, at 410-632-1220. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – September 7, 2020". Each bid must be signed and dated.

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

Completion of job: This project is anticipated to be scheduled for early fall. Contractors are expected to commence work within ten (10) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

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

**WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM**

Contractor _____

Address _____

Phone Number _____

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

Insurance Company, Agent, & Coverages: _____

List of Company Officers: _____

List of Licenses Currently Held:

_____ MHIC Number _____ Exp. Date

_____ MBR Number _____ Exp. Date

_____ MDE Lead Cert. _____ Exp. Date

_____ EPA Lead Cert. _____ Exp. Date

Trade References (2)

_____ Name _____ Phone

_____ Name _____ Phone

Client References (2)

_____ Name _____ Phone

_____ Name _____ Phone

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

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

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

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

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

MARYLAND CDBG PROGRAM | PROCUREMENT

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

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

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

Signature

Print Name

Title

Date

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? Yes No
If yes, please identify: _____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____? Yes No If yes, please identify: _____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? Yes No
If yes, please identify: _____

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

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

Federal Labor Standards Provisions

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

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

Applicability

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

A. 1. (i) Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records.

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

B. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

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

PROPERTY OF: **Francine Coston**
ADDRESS: **1522 Wesley Lane**
Stockton, MD 21864
TELEPHONE: **443-513-0655**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: 08/13/18

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

required for substitutions or additions to the original scope of work not involving additional costs.

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

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

BID FORM

***must be signed to be valid**

**Property of Francine Coston
1522 Wesley Lane
Stockton, MD 21864**

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

Total Quote : \$ _____

Date: _____

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

Septic System Scope Of Work

1. Seepage bed. Sand bed 600 square feet. Stone bed 250 square feet
2. Installation depth of 0 inches. (18 elevated finish grade)
3. Dug out 6.5 - 7 feet and backfilled with approved sand mound sand sand.
4. Minimum 1000 gallon septic tank is required with a lift station and pump. Electrical work to be included with the bid, including cost of electric permit
5. Crushed and fill the old existing tank.
6. Seepage bed must be staked by surveyor prior to installation; include this cost in bid.
7. System is to be properly graded and stabilized with seed and a layer of straw.
8. Obtain permit; include permit fee of \$275.00 and completing permit application and obtaining required signatures in bid
9. Any installer submitting a bid for this project must first perform a site visit of the property; refer to site plan for placement

Total = \$ _____

- * Septic system is to be installed in conjunction with the construction of a new home at this property. Anticipated start date is October 2020; please bid accordingly.
- * Existing shed shown on site plan adjacent to proposed drainfield area will be demolished and removed from site by General Contractor/Home Builder prior to septic system installation

5/20/2020

1.65'

PROPERTY LINE BY AND WITH CENTER OF DITCH
78°39'25" E 75.25'

EXISTING PUMPHOUSE TO BE ABANDONED

existing house to be demolished

existing shed
PROPOSED DRAINFIELD AREA AS PER WORCESTER COUNTY RECORDS

55
MOND, et al.
578

HEDGEROW

N 05°20'22" E 121.17'

23.80'



*use note on this landing

Septic tank
PARCEL 24
N/F
EARL L. COLLINS
1301/57

EXISTING GRAVEL DRIVE RIGHT OF WAY

PROPOSED PARKING

Proposed Wall 3'

10' SETBACK LINE'S (typ.)

32.23'

N 80°22'05" W 75.83'

PARCEL 206
N/F
BETTY A. HALL
3528/139

* Front landing cannot exceed 25 sq. ft. (as shown is too big at 5' x 8')

To e into land
be
Covered

Initial

Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,
MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
 - One or more occupants of the dwelling is age 62 or older.
 - One or more occupants of the dwelling is handicapped.
 - Condition of the dwelling is a threat to the health and/or safety of the occupants.
 - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien
 Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

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

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
 - Owner-Contractor Agreement
 - Lead Paint Notice
 - Grant/Loan Agreement
 - Promissory Note
 - Notice of Right of Rescission
 - FHEO Self Identification Form

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

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

**BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
 - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
 - b. Name of the company bank
 - c. The names of the usual subcontractors
 - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
 - e. A list of all principal officers of the company
 - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written “Proceed to Work” order within a “to be determined” number of days is issued
- A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor’s invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.

4. The Contractor shall be required to follow the following provisions:

- Comply with all County inspection requirements
- Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

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

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

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

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

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

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

James Briddell *
P.O. Box 339
Princess Anne, MD 21853
410-651-1588
Gbriddell09@comcast.net

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

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

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

INSTALLERS

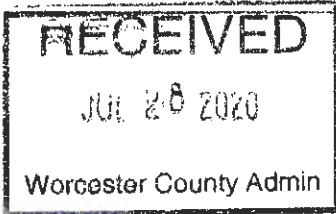
Lewis Construction Company
P.O. Box 662
Willards, MD 21874
410-546-2199
lynne@asapservices.com

Smith Septic Service
3649 Worcester Highway
Snow Hill, MD 21863
410-632-0147 Office
410-632-3465 Fax
410-726-6211
swshockley4335@gmail.com

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

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

ITEM
11



TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

Worcester County

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Jessica Wilson, Assistant Finance Officer *JW*
DATE: July 28, 2020
RE: Authorization to Incur Debt for the Newark Spray Irrigation Project

The Newark Spray Irrigation Project cost of \$2,093,542 will be funded through the MDE State Revolving Fund (SRF) with 50% loan and 50% loan forgiveness.

Attached is the Resolution for the Authorization to Incur Debt which was prepared by our bond counsel from Miles & Stockbridge P.C. and reviewed by MDE. The purpose of this resolution is for legal representation to insure that all the necessary legal steps have been taken for the SRF recipient to incur loan debt prior to loan execution.

We recommend you approve and sign this resolution for the Newark Spray Irrigation Project.

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RESOLUTION No. ____

RESOLUTION PROVIDING FOR ISSUANCE OF UP TO
\$2,093,542 GENERAL OBLIGATION WATER QUALITY BONDS
CONSISTING OF
\$1,046,771 GENERAL OBLIGATION WATER QUALITY BOND, SERIES 2020A
\$1,046,771 GENERAL OBLIGATION WATER QUALITY BOND, SERIES 2020B (TAXABLE)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY (THE "BOARD") PROVIDING FOR THE ISSUANCE AND SALE BY COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (THE "COUNTY") OF ITS (1) TAX-EXEMPT GENERAL OBLIGATION WATER QUALITY BOND IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,046,771 (THE "2020A BOND") AND (2) TAXABLE GENERAL OBLIGATION WATER QUALITY BOND IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,046,771 (THE "2020B BOND" AND, TOGETHER WITH THE 2020A BOND, THE "BONDS"), TO BE ISSUED PURSUANT TO THE AUTHORITY OF SECTIONS 11-401 AND 19-501 TO 19-510 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 9-601 TO 9-699 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, SECTION PW5-204; PROVIDING FOR AND APPROVING LOAN AGREEMENTS WITH THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION (THE "ADMINISTRATION"); PRESCRIBING THE FORMS OF THE BONDS AND LOAN AGREEMENTS; PROVIDING CERTAIN DETAILS RELATING THERETO OR THE METHOD OF DETERMINING SUCH DETAILS; PROVIDING THAT THE BONDS SHALL BE ISSUED AND SOLD UPON THE FULL FAITH AND CREDIT OF THE COUNTY; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS BY THE COUNTY FOR THE PURPOSE OF (1) FINANCING ALL OR A PORTION OF THE COSTS OF THE SPRAY IRRIGATION PROJECT FOR THE NEWARK WATER AND WASTEWATER TREATMENT PLANT (THE "PROJECT") AND (2) PAYING ALL COSTS, FEES AND EXPENSES INCURRED BY THE COUNTY IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS; AUTHORIZING THE PRESIDENT OF THE BOARD TO SPECIFY, PRESCRIBE, DETERMINE, PROVIDE FOR OR APPROVE CERTAIN MATTERS, DETAILS, FORMS, DOCUMENTS OR PROCEDURES APPROPRIATE TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, OR PAYMENT OF OR FOR THE BONDS; PROVIDING FOR THE ASSESSMENT AND LEVY IN EACH YEAR, SO LONG AS ANY PORTION OF THE BONDS ARE OUTSTANDING AND UNPAID, OF (1) ASSESSMENTS, CHARGES AND, IF NECESSARY, AD VALOREM TAXES ON ALL ASSESSABLE PROPERTY IN THE NEWARK SANITARY SERVICE AREA FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AND (2) AN AD VALOREM TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN WORCESTER COUNTY, SUFFICIENT, TOGETHER WITH OTHER AVAILABLE FUNDS, TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY BECOME DUE AND PAYABLE; PROVIDING THAT THE ADMINISTRATION MAY AGREE TO FORGIVE REPAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE 2020B BOND SUBJECT TO CERTAIN CONDITIONS; AND GENERALLY PROVIDING FOR AND DETERMINING VARIOUS MATTERS IN CONNECTION THEREWITH.

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RECITALS

County Commissioners of Worcester County, Maryland (the “County”), is a body politic and corporate and a political subdivision duly formed and existing under the Constitution and the Laws of the State of Maryland.

Pursuant to Sections 19-501 to 19-510 of the Local Government Article of the Annotated Code of Maryland, as amended (the “Act”), the County is authorized to borrow money for any proper public purpose and to evidence the borrowing by the issuance and sale of its general obligation bonds in the manner prescribed in the Act.

Pursuant to the Act and Sections 9-601 to 9-699 of the Environment Article of the Annotated Code of Maryland, as amended (the “Sanitary District Act”), the County is authorized to pledge the full faith and credit of the County and issue its general obligation bonds in the manner prescribed in the Sanitary District Act to pay all or a portion of the costs of a project (as defined in the Sanitary District Act), and pursuant to Section PW5-204 of Subtitle II of Title 5 of the Public Works Article of the Code of Public Local Laws of Worcester County (“Section PW5-204”) and Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as amended (“Section 11-401”), the County is authorized, among other things, (a) to exercise all the powers of a water or sewer authority or sanitary district or commission, and (b) to acquire, construct, operate and maintain water and sewerage systems as the Board considers to be in the public interest and necessary to protect the general health and welfare. The County has determined that (a) a public need exists to finance the spray irrigation project of the wastewater system in the Newark Sanitary Service Area (the “Project”) and (b) the financing of the costs of the Project are proper public purposes which may be financed by the issuance of the County’s general obligation bonds pursuant to the Sanitary District Act.

Pursuant to the authority granted to it under the Act, the Sanitary District Act and Section PW5-204, the County also desires (a) to pledge its full faith and credit and taxing power in the issuance and sale of its bonds in the aggregate principal amount of not more than \$2,093,542 (the “Bonds”), and to pledge its full faith and credit and taxing power to the repayment thereof, for the purpose of (i) financing a portion of the costs of the Project and (ii) paying the costs, fees and expenses incurred by the County in connection with the issuance and sale of the Bonds, the amount so borrowed to be used for no other purpose whatsoever except as expressly provided herein or as expressly authorized by the Board, (b) to prescribe the manner of the sale of the Bonds and the terms and conditions under which they shall be offered for sale, to provide for the use of the proceeds of the sale of the Bonds, (c) to provide for and determine various matters in connection therewith and (d) to assess and levy, in each year, so long as any of such bonds are outstanding and unpaid, assessments on an equivalent dwelling unit (“EDU”) basis on all properties in the Newark Sanitary Service Area, charges and, if necessary, ad valorem taxes on all real and personal property subject to taxation within first, the Newark Sanitary Service Area and second, Worcester County, sufficient in rate and amount, together with other moneys available therefor, to pay the interest payable in that year on the Bonds and the principal of the Bonds maturing in that year.

Pursuant to the Sanitary District Act, the Act, Section 11-401 and Section PW5-204 (collectively, the “Enabling Legislation”), the Board desires (a) to provide by resolution for the issuance of the County’s (i) tax-exempt general obligation bonds in an aggregate principal amount not to exceed \$1,046,771 and (ii) taxable general obligation bonds in an aggregate principal amount not to exceed \$1,046,771, for the above stated purpose and to provide for other matters in reference thereto, (b) to prescribe the manner of the sale of such bonds and the terms and conditions under which they shall be offered for sale, (c) to provide for the use of the proceeds of the sale of such bonds, (d) to provide for the payment of the principal of and interest on such bonds by levying taxes to pay for the same, and (e) to provide for and determine various matters in connection therewith.

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Pursuant to and in accordance with the Maryland Water Quality Financing Administration Act, Sections 9-1601 to 9-1622 of the Environmental Article, Annotated Code of Maryland, as amended (the “MWQFA Act”), the Maryland Water Quality Financing Administration (the “Administration”) is authorized to make loans to “local governments” (as defined in the MWQFA Act) for the purpose of financing all or a portion of the cost of a “wastewater facility” (as defined in the MWQFA Act), and to buy or refinance debt obligations of “local governments” at or below market rates if such debt obligations were incurred after July 1, 1993. The County is a “local government” and the Project is a “wastewater facility”, both as defined in the MWQFA Act.

The County has determined that it is in the best interest of the County (1) to finance all or a portion of the costs of the Project by borrowing up to \$2,093,542 (or such lesser principal amount as may be agreed to by the County and the Administration on or prior to the Closing Date (hereinafter defined) as provided in Section 2 below or as determined by the Administration after the Closing Date as provided in a loan agreement) from the Administration pursuant to and in accordance with the MWQFA Act, and (2) to participate thereby in the program established by the Administration to make loans from the Maryland Water Quality Revolving Loan Fund Program created by Section 9-1605 of the MWQFA Act (the “Administration’s Water Quality Revolving Loan Fund Program”).

Pursuant to the Enabling Legislation and the MWQFA Act, the County desires to provide by resolution for the issuance, sale and delivery of one or more series of bonds for the purposes stated above and to provide for the County to enter into loan agreements with the Administration providing for payment of principal and interest on such bonds and such other fees and charges.

Pursuant to Section 9-1605(d)(9) of the MWQFA Act, the Administration will agree to forgive repayment of the principal amount of the loan evidenced by the 2020B Bond (as defined below) in an amount of \$1,046,771 and the interest payable thereon, so long as the County performs all of its obligations under the loan agreement.

NOW, THEREFORE, in accordance with the Enabling Legislation and the MWQFA Act:

SECTION 1. BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That all terms used herein with an initial capital letter and defined in the Recitals hereof shall have the meanings given such terms therein, unless the context clearly indicates a contrary meaning.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County shall borrow upon the full faith and credit of the County an aggregate principal amount of up to \$2,093,542 (or such lesser amount as may be agreed to by the County and the Administration on or prior to the Closing Date or as determined by the Administration after the Closing Date as provided in the Loan Agreements (defined herein)) and issue, sell and deliver upon the full faith and credit of the County, at any time after the adoption of this Resolution, one or more series of its general obligation bonds in such amount, pursuant to the Enabling Legislation and the MWQFA Act; and the proceeds of such bonds shall be used to pay a portion of the costs associated with the Project, to the full extent permitted or required by the Enabling Legislation and the MWQFA Act, as the case may be, and to pay all expenses, including (without limitation) legal fees in connection with the issuance and sale of such bonds.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County finds that it is in the best interest of the

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citizens of Worcester County that such bonds be issued pursuant to and in accordance with the MWQFA Act and that the County participate in the Administration's Loan Fund Program.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That such bonds shall be issued in the form of two general obligation installment bonds, shall be known as (i) "County Commissioners of Worcester County, Maryland Water Quality Bond, Series 2020A" (the "2020A Bond") and (ii) "County Commissioners of Worcester County, Maryland Water Quality Bond, Series 2020B (Taxable)" (the "2020B Bond" and, together with the 2020A Bond, the "Bonds"), and shall be sold to the Administration by private (negotiated) sale. The County hereby finds and determines that it is in the best interest of the County to sell the Bonds by private (negotiated) sale.

(b) The date of issue of the Bonds shall be the date of execution and delivery of the Loan Agreements (hereinafter defined) each by and between the County and the Administration (the "Closing Date"), and the Bonds shall be dated as of such date of issue.

(c) (i) The loan to the County from the Administration (the "2020A Loan") which is evidenced by the 2020A Bond shall be further evidenced by a Loan Agreement to be executed by and between the County and the Administration (the "2020A Loan Agreement") and (ii) the loan to the County from the Administration (the "2020B Loan") which is evidenced by the 2020B Bond shall be further evidenced by a Loan Agreement to be executed by and between the County and the Administration (the "2020B Loan Agreement" and, together with the 2020A Loan Agreement, the "Loan Agreements"). The Loan Agreements shall be in substantially the forms of the Loan Agreements attached hereto as Exhibit A and made a part hereof (the "Loan Agreement Forms"), and such forms are hereby approved as to form and content. Without limiting the generality of the foregoing the County shall also pay to the Administration the annual Administrative Fee (as defined in each Loan Agreement Form, subject to the terms of the final Loan Agreements).

(d) The Bonds shall be in substantially the form of bond attached as Exhibit F to the Loan Agreement Forms (the "Bond Forms") with such changes therein as the President of the Board shall approve (such approval to be conclusively evidenced by the execution and delivery of the Bonds by the President of the Board), which forms, together with all of the covenants and conditions therein contained, is hereby adopted by the County as and for the forms and tenure of obligations to be incurred by the County, and such covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained.

(e) (i) The principal amount of the 2020A Bond shall be payable in 30 consecutive annual installments beginning on such date as approved by the President of the Board in the 2020A Loan Agreement, and payable annually thereafter, as approved by the President of the Board in the 2020A Loan Agreement, in the amounts specified in the debt service schedule appended to the 2020A Bond, provided that the President of the Board may make changes in the debt service schedule; provided further that the 2020A Bond shall mature no later than 30 years after the completion date of the Project and the aggregate principal amount of the 2020A Bond shall not exceed \$1,046,771. The principal of the 2020A Bond shall be payable at the principal office of the Administration. The amount of each principal installment shall equal the annual principal payment amounts necessary to amortize the aggregate principal amount of the 2020A Bond on a level debt service basis over a 30 year term, as determined by the Administration.

(ii) Notwithstanding the foregoing, the installments payable on the 2020A Bond shall be reamortized and reduced in accordance with the 2020A Loan Agreement and the 2020A Bond in the event that the total amount of the 2020A Loan advanced to the County is less than the principal amount of the 2020A Bond as originally issued.

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(iii) The 2020A Bond shall bear interest on amounts advanced and outstanding under the 2020A Loan Agreement at an annual rate of interest equal to 25% of the average of the Bond Buyer 11-Bond Index for the calendar month preceding the Closing Date, rounded down to the next lowest 0.1% per annum. Such interest shall be payable such dates as approved by the President of the Board in the 2020A Loan Agreement.

(f) The Bonds shall be subject to prepayment and redemption to the extent permitted and in accordance with the respective Loan Agreement.

(g) Pursuant to Section 9-1605(d)(9) of the MWQFA Act, the Administration will forgive repayment of the principal amount of the 2020B Loan and the interest payable thereon, so long as the County performs all of its other obligations under the 2020B Loan Agreement. Upon determination by the Administration that any such other obligations under the 2020B Loan Agreement have not been performed by the County, payment of the principal of the 2020B Loan will be due and payable, together with interest thereon at the annual rate of 100% of the Bond Buyer 11-Bond Index for the calendar month preceding the Closing Date accruing from the date on which such demand is made by the Administration. If the Administration does not demand payment of the principal and interest on the 2020B Loan prior to that date which is the ten (10) year anniversary of the date of issuance of the 2020B Bond, then the Administration shall be deemed to have forgiven repayment of the 2020B Loan and the interest thereon, and the 2020B Bond shall be deemed cancelled and the 2020B Loan and the 2020B Loan Agreement shall be deemed terminated and of no further force and effect.

(h) The County shall pay (i) a late charge for any payment of principal of or interest on the 2020A Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate provided for in the 2020A Loan Agreement, which Default Rate shall be equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month preceding the Closing Date, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this subsection (h) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

SECTION 5. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the proceeds of the Bonds shall be advanced to the Finance Officer of the County (the "Finance Officer") in accordance with the Loan Agreements. The proceeds of the Bonds shall be used to pay a portion of the costs associated with the Project to the full extent permitted or required by the Enabling Legislation and the MWQFA Act, and to pay all expenses, including (without limitation) (a) legal fees, and (b) any other costs incurred by the County in connection with the issuance and sale of the Bonds to the Administration, and for no other purpose. Each Bond shall constitute a "loan obligation" within the meaning of the MWQFA Act.

SECTION 6. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the Bonds shall be executed on behalf of the County by the President of the Board by his manual or facsimile signature and shall bear a facsimile of the corporate seal of the County attested by the manual or facsimile signature of the Chief Administrative Officer of the County (the "Chief Administrative Officer") or such other authorized officer of the County. Notwithstanding the foregoing at least one signature on the Bonds must be manual.

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(b) The Loan Agreements shall be signed by the President of the Board by his manual signature, and the Loan Agreements shall bear the corporate seal of the County, attested by the manual signature of the Chief Administrative Officer.

(c) In the event that any official whose signature shall appear on the Bonds or the Loan Agreements shall cease to be such official prior to the delivery of the Bonds or the Loan Agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

SECTION 7. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the payment of the principal of and interest on the Bonds when due and payable shall be backed by the full faith and credit of the County. However, it is intended that the debt service on the Bonds shall be paid from the sources described in Section 11(b) of this Resolution.

SECTION 8. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the President of the Board is hereby authorized, prior to execution and delivery of the Loan Agreements and the Bonds, to make such changes or modifications in the Loan Agreements and/or the Bonds as may be required or deemed appropriate by him in order to accomplish the purpose of the transactions authorized by this Resolution, provided that such changes shall be within the scope of the transactions authorized by this Resolution; and the execution of the Loan Agreements and the Bonds by the President of the Board shall be conclusive evidence of the approval by the President of the Board of all changes or modifications in the form of the Loan Agreements and the Bonds and the due execution of the Loan Agreements and the Bonds on behalf of the County, and the Loan Agreements and the Bonds shall thereupon become binding upon the County in accordance with their respective terms.

(b) The officers of the County authorized to execute the Loan Agreements and the Bonds are expressly authorized to execute and deliver from time to time (1) such amendments to the Loan Agreements as shall be deemed necessary and appropriate by such officers to cure any defect or ambiguity in the Loan Agreements, to add any provision thereto beneficial to the County or to comply with Administration practices and policy from time to time and (2) such amendments to the Bonds (or a new Bond or Bonds in replacement thereof) in accordance with the Loan Agreements and the Bonds as shall be necessary to provide for the reamortization and reduction of the principal installments due under the Bonds in the event that the total amount advanced thereunder shall be less than the maximum principal amount of the Bonds, so long as the amount of any principal installment thereunder in any year shall not be increased.

SECTION 9. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the President of the Board, the Chief Administrative Officer, the Finance Officer and other officials of the County are hereby authorized and empowered to do all such acts and things, and to execute, acknowledge, seal and deliver such documents and certificates, as the President of the Board may determine to be necessary to carry out and comply with the provisions of this Resolution, subject to the limitations set forth in the MWQFA Act, the Act and any limitations set forth in this Resolution.

SECTION 10. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the Finance Officer is hereby designated and appointed as bond registrar and paying agent for the Bonds (the "Bond Registrar"). The Bond Registrar shall maintain books of the County for the registration and transfer of the Bonds. The Bonds may not be registered to bearer. In addition, the County may from time to time, either prior to or following the issuance of the Bonds, designate and appoint any other officer or employee of the County or one or more banks, trust companies, corporations or other financial institutions to act as a substitute or alternate bond registrar, paying

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agent or authenticating agent for the Bonds, and any such substitute or alternate shall be deemed to be the Bond Registrar or an alternate Bond Registrar for all purposes specified in the resolution appointing such substitute or alternate. Any such appointment shall be made by the Board by resolution; and the exercise of such power of appointment, no matter how often, shall not be an exhaustion thereof.

(b) The Bonds shall be transferable upon the terms and conditions set forth therein.

SECTION 11. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That for the purpose of paying the principal of and interest on the Bonds as and when due and payable, there is hereby assessed and levied, and there shall hereafter be assessed and levied and collected in each year, so long as any portion of the Bonds is outstanding and unpaid, an ad valorem tax on all property subject to taxation within Worcester County sufficient in rate and amount, together with other available funds (including without limitation, those described in subsection (b) below) to pay the principal of and interest on the Bonds as the same become due and payable, and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as and when due and payable.

(b) For the purpose of paying interest on the Bonds and also for the purpose of paying the principal of such portion of the Bonds as and when the same become due and payable, there is hereby assessed and levied, and there shall hereafter be assessed and levied and collected in each year, so long as any of such portion of the Bonds are outstanding and unpaid, assessments on an EDU basis on all properties in the Newark Sanitary Service Area in rate and amount sufficient to pay principal of and interest on such portion of the Bonds then outstanding as and when due and payable.

(c) Notwithstanding the foregoing provisions of this Section 11, the County may apply to the payment of the principal of and interest on the Bonds as and when the same respectively are due and payable, funds received by the County from the State of Maryland, the United States of America, any agency or instrumentality of either or from any other source.

(d) As authorized by Section 9-1606(d) of the MWQFA Act, the County hereby pledges any moneys that the County is entitled to receive from the State of Maryland, including the County's share of income tax revenues collected by the State of Maryland, to secure its obligations under the Loan Agreements. Such pledge will be evidenced by and detailed in the Loan Agreements.

SECTION 12. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County covenants and agrees with the registered owners from time to time of the 2020A Bond as follows:

(a) The County covenants that it will not make or (to the extent that it exercises control or direction) permit to be made, any use of the proceeds of the 2020A Bond or any moneys, securities or other obligations on deposit to the credit of the County or otherwise which may be deemed by the Internal Revenue Service to be proceeds of the 2020A Bond pursuant to the Internal Revenue Code of 1986, as amended, and Income Tax Regulations thereunder (collectively, the "Code"), which would cause the 2020A Bond to be an "arbitrage bond" or a "private activity bond" within the meaning of the Code.

(b) The County further covenants that it will comply with those provisions of the Code which are applicable to the 2020A Bond on the date of issuance of the 2020A Bond and which may subsequently lawfully be made applicable to the 2020A Bond. To the extent that provisions of the Code apply to only a portion of the 2020A Bond, proceeds of the 2020A Bond or other moneys, securities or other obligations deemed to be proceeds, it is intended that the covenants of the County contained in this Section

DRAFT

12 be construed so as to require the County to comply with the provisions of the Code only to the extent of such applicability.

(c) The County further covenants that it will make such use of the proceeds of the 2020A Bond, regulate the investment of the proceeds thereof (to the extent that it exercises control or direction), and take such other and further action as may be required to maintain the excludibility from gross income for federal income tax purposes of interest on the 2020A Bond.

(d) The County further covenants that it will not (i) take any action, (ii) fail to take any action, or (iii) make any use of the proceeds of the 2020A Bond which would cause the interest on the 2020A Bond to be or become includible in gross income for federal income tax purposes in the hands of the registered owner of the 2020A Bond. All officers, employees and agents of the County are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the 2020A Bond, as may be necessary or appropriate from time to time to comply with, or to evidence the County's compliance with, the covenants set forth in this Section.

SECTION 13. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) (i) That the Board hereby finds that the Project constitutes a "proper public purpose" within the meaning of Section 19-503 of the Local Government Article of the Annotated Code of Maryland, and (ii) the completion of the Project is in the public interest of the citizens of Worcester County and necessary to protect the general health and welfare of the residents of Worcester County.

(b) The Board also hereby finds that (i) the Project is a "project" within the meaning of Section 9-601(j) of the Sanitary District Act and (ii) the completion of the Project is in the public interest of the citizens of Worcester County and necessary to protect the general health and welfare of the residents of Worcester County.

(c) The Board also hereby finds that the issuance of the Bonds complies with the debt capacity limitations of Resolution No. 07-1 adopted January 16, 2007.

SECTION 14. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That subsequent to the issuance, sale and delivery of the Bonds, regardless of the date on which such Bonds are issued, the President of the Board, on behalf of the County, or the Vice President of the Board, on behalf of the County and only in the absence and unavailability of the President of the Board, by approval order or otherwise, may take such action and execute and approve on behalf of the County any amendments to the documents executed on behalf of the County in connection with the issuance, sale and delivery of the Bonds and the borrowing of the proceeds thereof from the Administration, pursuant to the provisions of such documents, subject to any approval by the Board as may be required pursuant to federal tax law and any approval by the Administration as may be required pursuant to such documents.

SECTION 15. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Resolution would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Resolution or any part hereof are inapplicable had been specifically exempted herefrom.

DRAFT

SECTION 16. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That this Resolution shall become effective as of the date of its passage and approval by the Board. The provisions of this Resolution shall constitute a contract between the County and the Administration or any successor registered owner of the Bonds so long as the Bonds or any portion thereof remains unpaid.

Passed and Approved this ___ day of _____, 2020:

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins,
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

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EXHIBIT A

FORM OF LOAN AGREEMENT

ITEM
12



RECEIVED
JUL 27 2020
Worcester County Admin

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: July 27, 2020
SUBJECT: Newark Spray Irrigation
Rebid Design Expense Approval

DIVISIONS

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

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

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

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

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

Attached for approval is a request from EA Engineering, Science and Technology (EA) for a contract adjustment to cover changes required to the original Preliminary Engineering Report (PER) and redesign/bidding of the Newark Spray Irrigation Project.

EA initiated this work last fall when the initial project bids came in higher than expected. Revising the design saved \$710,846 but depleted authorized expenditures needed for the construction phase of the project. This adjustment will replace those funds.

Task 1 - Preliminary Engineering Report Modification	\$ 10,681.37
<u>Task 2 - Spray Irrigation System Design Modification</u>	<u>\$ 75,165.36</u>
TOTAL	\$ 85,946.73

You should note that these expenses are included in the funding established for the project and was approved by the Maryland Board of Public Works and will require no changes to the project financing.

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

Attachment

cc: Jessica Wilson, CPA, Assistant County Finance Director
John S. Ross, P.E. Deputy Director

July 27, 2020

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

**Subject: Worcester County Newark Spray Irrigation Facility
Proposal Modification for Engineering Design Modifications and Bid Services**

Dear Mr. Ross:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal modification to the Worcester County Department of Public Works (County) to provide engineering design modifications and bid phase support services for the Newark Spray Irrigation Facility. As you are aware, the County is under Consent Order through the Maryland Department of the Environment (MDE) to address historical discharge violations associated with the facility. Further, this project is funded through the MDE Water Quality and Drinking Water State Revolving Fund (WQ/DW-SLF). In accordance with the WQ/DW-SLF and communications with the MDE, the MDE approved EA for the design of the spray irrigation facility and effort can be included for reimbursement from the WQ/DW-SLF.

As the County is aware, the Newark Spray Irrigation Facility project was advertised and bid in April 2019. The bids were evaluated and at the recommendation of EA and the County, the Commissioners elected to reject all bids, complete a value engineering assessment, and re-bid the project. The key design modification process which included utilizing a center pivot spray irrigation system in lieu of a fixed head system and an alternate route of the force main along Newark Road and across two privately owned parcels which required easement documentation. These key design modifications along with the incorporation of several other value engineering were utilized to prepare a revised contract document package for the County to re-bid the project. The lowest bid received for the revised contract document package **resulting in savings of \$710,876.00** which was the difference of lowest original bid. This proposal modifications includes the effort associated with the County able to recognize this savings and especially the Newark Service Area.

Fee—EA proposes to complete the work detailed herein under a time and materials basis. The cost breakdown per task is included in Attachment A. A summary of the labor hours and cost for the work is presented in Attachment B. The work described under this proposal will be performed in accordance with the County's Independent Contractor's agreement dated June 4, 2019 and associated with EA Contract No. 1584101. The presented project budget which was approved by the Maryland Board of Public Works during their April 1, 2020 meeting includes this effort for County to include the loan and the loan forgiveness awarded by the WQ/DW-SLF to Worcester County.



Scope of Work—EA will provide engineering design modification and bid phase support services for the Newark Spray Irrigation Facility. A detailed scope of work is presented in Attachment A.

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

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Darl Kolar'. The signature is fluid and cursive, written in a professional style.

Darl Kolar, P.E., BCEE
Project Manager

cc: Mark Gutberlet, P.E. – EA



ATTACHMENT A
SCOPE OF WORK FOR WORCESTER COUNTY
ENGINEERING CONSULTING SERVICES – SPRAY IRRIGATION MODIFICATION
WORCESTER COUNTY NEWARK SPRAY IRRIGATION

This Scope of Work (SOW) describes the tasks necessary to provide engineering, design and bid-phase support services for the modification of the spray irrigation and force main layout of the Newark Spray Irrigation Facility. The project modifies the design illustrated in the plans and specifications (Contract Documents) prepared by EA Engineering, Science, and Technology Inc., PBC (EA) in April 2019.

The Maryland Department of the Environment (MDE) Water Quality and Drinking Water State Revolving Fund (WQ/DW-SRF) requires an approved contract between the Owner (the County) and the Engineer (EA) to seek reimbursement through the WQ/DW-SRF. In accordance with the WQ/DW-SRF and communications with the MDE, the MDE is aware of the County's intent to continue to utilize EA for the design modification and bid phase support services.

Background

The County is currently under a Consent Order to upgrade the existing Newark Wastewater Treatment Plant for conversion from a point source to a non-point source (spray irrigation) discharge facility. To assist the County in complying with the Consent Order, EA prepared Hydrogeologic Investigation Report, Preliminary Engineering Report update, Design Basis Report, and Contract Documents consisting of Drawings and Specifications. EA also assisted the County with applications and permitting approvals consisting of a Groundwater Discharge Permit, Worcester Soil Conservation District, Worcester County Stormwater Management, and MDE Construction Permit. Further, EA assisted the County with preparing a Notice of Intent to obtain coverage under the General Permit for Stormwater Associated with Construction Activity which will be revised with the updated plans. This project includes the vertical expansion of the lagoon earthen berm and conversion of the existing chlorine contact chamber to a pump station/wet well, over 6,000 linear feet of force main piping from the existing wastewater lagoon to the proposed spray irrigation site and the spray irrigation system

The project was bid and advertised in April 2019. The lowest bid received significantly exceeded (~\$600,000) the County's budget for this project. As a result of the bids and obtaining feedback from several contractors, it was determined that the most prudent approach for the Newark Service Area would be to complete a value engineering evaluation and modify the design accordingly.

This proposal includes effort in assisting the County during the design and bid phase services resulting from the value engineering evaluation. The SOW includes two tasks; Task 1 – Preliminary Engineering Report Modification, Task 2 - Spray Irrigation System Design Modification Bid Phase Services.

Task 1: Preliminary Engineering Report Modification

EA was scoped to design and permit the Newark Spray Irrigation facility based on the PER the County submitted to MDE with the funding application. The County was awarded funding and MDE provided



comments on the PER and requested that the County address them and resubmit the PER. The modifications of the design resulting in the proposed alternative to be a center pivot spray irrigation system along with a different force main routes required an update to the PER. The County asked EA to address the comments on the PER and resubmit to the MDE. EA performed these revisions for the County. In addition to the PER, EA assisted the County with the finalization of the required funding forms including the Preliminary Engineering Screening Checklist, MBE/WBE Good Faith Effort and Engineering Services Agreement. Effort under this task includes addressing multiple informal rounds of comments via email communications with MDE to obtain final approval of the PER.

Task 2: Spray Irrigation System Design Modification and Bid Phase

EA evaluated the initial design and incorporated value engineering options to reduce the project costs while maintaining compliance with the County's groundwater discharge permit. The key components anticipated to save the most costs include the force main route and the spray irrigation center pivot system.

Spray Irrigation System Layout – Center Pivot System

EA will evaluate options on revising the spray irrigation system utilizing a center pivot unit versus the current design of a fixed head system. EA understands that a center pivot system will be significantly less expensive compared to a fixed head system. This was realized during the initial design. Although, the County decided the fixed head system would be easier to maintain. In an effort to reduce costs, the capital cost will outweigh the operations and maintenance costs.

Force Main Route

EA will evaluate options on potential routes for the force main from the Newark WWTP to the new spray irrigation facility. Based on feedback from several contractors, the route of the force main along Newark Road would be significantly less expensive than the route parallel to the Maryland & Delaware Railroad. EA will evaluate both this route along the railroad and one along Newark Road. The design modification will include a survey of the revised route, a revised layout, associated profiles and evaluation of applicable easements.

Survey

Following the assessment force main route and prior to the design modification of the spray irrigation system, EA will complete a topographic survey of the force main route. With the extensiveness of the area and force main route, EA will coordinate the completion of an aerial survey. EA will utilize Axis GeoSpatial, LLC out of Easton, Maryland for the aerial component associated with the additional area for the revised force main route. The survey will produce 1-ft contours and pick up pertinent above ground features.

Spray Irrigation Site and Force Main Design

Upon receipt of County input on the evaluation and assessment of the center pivot system and force main route, EA will initiate the design modifications of the force main, layout of the spray site



distribution system and pump station. The design will be phased to allow for County input and feedback. The phases will include a Pre-Final Design (90%) and Final Design (100%).

Pre-Final Design (90% Submittal)

Following the receipt of the input on the assessment, EA will proceed with the completion of the design modification of the force main, spray irrigation facility, and spray site. The 90% Design will include a full drawing set, technical specifications, and an engineer's construction cost estimate. The design modification and updates will include:

- Force main sizing and routing
- Spray irrigation distribution – center pivot system
- Wetland delineation and buffer identification
- Pump sizing and pump station design
- Stormwater Management
- Erosion and Sediment Control
- Preparation and submission of a Water and/or Sewerage Construction Permit with MDE
- Preparation of a request for a Letter of Authorization for wetland buffer impacts.
- Engineer's construction cost estimate.

EA will provide the County with three hard copies of the submittal to the County for review and comment. EA will then schedule a meeting with the County to discuss the concept layout for review and input.

Final Design (100% Submittal)

EA will incorporate the applicable County and regulatory comments obtained following the 90% Design modification submittal to prepare a 100% Design submittal. This final submittal will encompass the contract documents (drawings and specifications) to allow the County to advertise and solicit bids. A final engineer's construction cost estimate will be included in the 100% Design submittal. The contract documents will be prepared under the supervision and signed/sealed by a Maryland licensed professional engineer. EA will provide the County with three hard copies as well as an electronic copy (.PDF) of the contract documents and engineer's construction cost estimate.

Permitting

Concurrent with the 90% and 100% Design submittal phases, EA will coordinate with the regulatory agencies for the applicable permitting for the spray irrigation facility. The following revised permits and updated approvals are anticipated for this project.

Groundwater Discharge Permit

The Newark WWTP currently has a discharge permit, but the new facility will be required to apply for and obtain a new Groundwater Discharge Permit. On behalf of the County, EA will prepare an *Application for a State Groundwater Discharge Permit for Domestic Wastewater* as required by MDE. EA understands that the County has been performing the required groundwater monitoring for both groundwater levels and analytical data since January 2016. The application typically requires 1 year of



groundwater data to be obtained and included in the application. EA will review the County collected data for the preparation of the Groundwater Discharge Permit application. The application will be prepared and submitted during the 90% Design phase.

Water and or Sewerage Construction Permit

In addition to the Groundwater Discharge Permit, the County will be required to revise the Construction Permit from MDE. EA will complete a revised Water and/or Sewerage Construction Permit application along with the 90% Design drawings and specifications as required by MDE. Upon MDE's review, EA will incorporate the applicable comments into the 100% and submit to MDE for final approval.

General Permit for Stormwater Associated with Construction Activity

Construction activity with 1 acre or greater of earth disturbance requires coverage from MDE under the state's General Permit. On behalf of the County, EA will complete the revised online application process for the project to obtain coverage under the General Permit.

Worcester Soil Conservation District Erosion and Sediment Control

The project will certainly exceed 5,000 square feet of earth disturbance and require approval from the Worcester Soil Conservation District (SCD). EA will prepare and submit the 90% Design modification to Worcester SCD for review and comment. EA will incorporate the applicable comments into the 100% Design.

Worcester County Stormwater Management

Similar to the requirements for erosion and sediment control, this project will be required to obtain an updated approval for the revised drawing set and stormwater report from the Worcester County Department of Environmental Programs for stormwater management. The design will include both water quantity and quality treatment in accordance with Maryland Stormwater Design Manual. EA anticipates three submittals (Concept, combined Site Development/Final, and one resubmittal) to the Worcester County Department of Environmental Programs for review and comment. EA will incorporate the County's applicable comments into the 100% Design.

Easement Services

The anticipated force main route along Newark Road and to the spray site will require multiple easements. EA will assist the County with obtaining the required easements. EA understands that the County will procure the boundary surveying required and EA will delineate the force main route and description to the surveyor to prepare the easement documents. EA will review the easement documents and prepare the legal description for each easement documentation.

Construction Cost Estimate

EA will update the engineer's construction cost estimate for County budgetary purposes at both the 90% and 100% Design phases. The construction estimate will utilize both published costs for the proposed work as well as bid and contracted unit prices for recent and similar water/wastewater projects within Worcester County.



Bid Phase Services

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

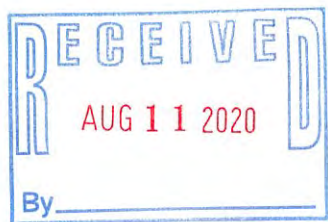
During the bidding phase, EA will respond to written questions received from the County which will be incorporated into the Bid Documents by Addenda for distribution by the County. EA will consult with and advise the County as to the acceptability of subcontractors, suppliers, and other persons and organizations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

COSTS

Costs are shown on the attached tables to be performed on a time and materials basis and summarized below. The following is a breakdown of time and material costs per task.

Task 1 - Preliminary Engineering Report Modification	\$ 10,681.37
Task 2 - Spray Irrigation System Design Modification and bid phase	\$ 75,165.36
TOTAL	\$ 85,946.73

ITEM
13



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: August 11, 2020
SUBJECT: Bid Recommendation
FY21 Blacktop Surfacing of County Roadways

DIVISIONS

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

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

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

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

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

.....
Bids were received and opened on Monday, August 10, 2020 for the blacktop resurfacing of approximately 12.16 miles (64,244 feet) of County roadway. Attached for your review and approval are the four bids received along with a summary of cost listed below.

Vendor	Cost Per Ton	Total Estimated Cost	
Allan Myers Fallston, MD	\$63.50	\$836,930.00	PG. 4
Chesapeake Paving & Sealing, Inc. Salisbury, MD	\$72.00	\$948,960.00	PG. 5
George & Lynch, Inc. Dover, DE	\$77.94	\$1,027,249.20	PG. 6
David A. Bramble Chestertown, MD	\$88.50	\$1,166,430.00	PG. 7

Upon review, it was determined that all four bids received did meet the required specifications. Since Allan Myers has performed exceptionally for Worcester County in the past and with their blacktop plant based in Bishopville, Maryland it is requested that the Commissioners approve and accept the low bid of \$63.50 per ton submitted by Allan Myers for a total bid price of \$836,930.00.

Funding in the amount of \$1,000,000.00 for the purchase of Bituminous Concrete was approved in the current FY21 operating budget in the general fund account 100.1202.6140.010.

Due to the various bids coming in substantially lower than estimated this has resulted in \$163,070.00 available for additional roads to be added to the blacktop schedule which is approximately 2,568 tons.

Below is a recommendation of additional roads to be added to the current blacktop schedule.

<u>Road Name</u>	<u>Directions</u>	<u>Length</u> <u>-ft</u>	<u>Width</u>	<u>Tons</u>
Circle Road	Rt 346-joint passed Fooks Road	5,386	17.0'	916
Five Mile Branch Road	MB #7241 – Queponco Road	7,498	21.0'	1,575
Total Additional Feet/Tonnage		Feet 12,884 (2.44 Miles)		2,491

Should you have any questions, please don't hesitate to call me.

Attachments

cc: Frank Adkins

Competitive Bid Worksheet

Item: FY 21 - Blacktop Bid

Bid Deadline/Opening Date: 1:00 P.M., August 10, 2020

Bids Received by deadline = 4

Vendor's Submitting Bids

Fixed Price/Ton

George & Lynch, Inc
150 Lafferty Lane
Dover, DE 19901

\$ 77.94

David A. Bramble
P.O. Box 419
Chestertown, MD 21620

\$ 88.50

Chesapeake Paving & Sealing, Inc.
2445 N. Zion Road
Salisbury, MD 21801

\$ 72.00

Allan Myers MD, Inc.
P.O. Bx 278
Fallston, MD 21047

\$ 63.50

BID FORM
"FY21 – Blacktop Bid"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 13,180 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 12.16 miles (64,244 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

13,180 Tons± Bituminous Concrete @ \$ 63.50 fixed price per ton = \$ 836,930.00

Work is to be completed by November 25, 2020.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: 8/10/2020

Signature: Richard W. Dungan

Typed Name: Richard W. Dungan

Title: President

Firm: Allan Myers MD, Inc.

Address: P.O. Box 278

Fallston, MD 21047

Phone: 410-879-3055

BID FORM
"FY21 - Blacktop Bid"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 13,180 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 12.16 miles (64,244 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

13,180 Tons± Bituminous Concrete @ \$ 72.⁰⁰ fixed price per ton = \$ 948,960

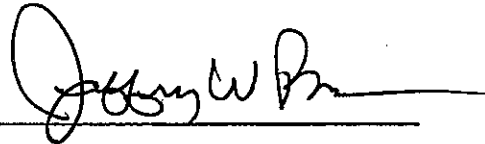
Work is to be completed by November 25, 2020.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: August 5, 2020

Signature: _____



Typed Name: Jeffrey W. BROWN

Title: OWNER / President

Firm: Chesapeake Paving & Sealing Inc

Address: 2445 N. Zion Rd
Salisbury, MD 21801

Phone: 410-742-2330 / 410-430-255

BID FORM
"FY21 – Blacktop Bid"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 13,180 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 12.16 miles (64,244 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

13,180 Tons± Bituminous Concrete @ \$ 77.94 fixed price per ton = \$ 1,027,249.20

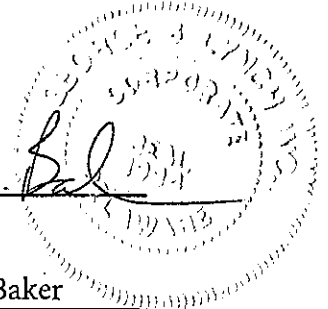
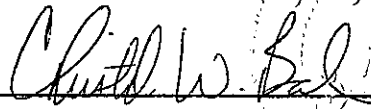
Work is to be completed by **November 25, 2020.**

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: 8/10/2020

Signature: _____



Typed Name: Christopher W. Baker

Title: President

Firm: George & Lynch, Inc.

Address: 150 Lafferty Lane

Dover, DE 19901

Phone: 302-342-3151

BID FORM
"FY21 – Blacktop Bid"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 13,180 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 12.16 miles (64,244 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

13,180 Tons± Bituminous Concrete @ \$ 88.50 fixed price per ton = \$ 1,166,430.00

Work is to be completed by **November 25, 2020.**

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: 08/10/2020

Signature: David C. Bramble

Typed Name: David C. Bramble

Title: President

Firm: David A. Bramble, Inc.

Address: P.O. Box 419

Chestertown, MD 21620

Phone: 410-778-3023

PROPOSED PAVING FY21

<i>1-1/2 inches± compacted depth</i>		<u>Length – feet</u>	<u>Width</u>	<u>Tons</u>
Airport Road	Rt 611 - Ocean Reef Drive	1,400	22'	308
Aydelotte Road	Sheephouse - Joint	5,544	17'6"	982
Germantown Road	start at Tyree Ame church	3,702	24'	889
Groton Road	Rt 113 - Rt 366	2,904	22'	639
Jarvis Road	Bunting Road - Bishopville	11,995	20.5'	2,539
McGrath Road		11,616	18'	2,111
Nine Pin Branch Road	Rt 374 - bridge	2,059	19'	391
Old Bridge Road	Golf Course Road - end	3,100	23'	853
Peerless Road	Murray Road - Campbelltown Road	5,491	21'	1,153
Pit Circle Road		3,221	16'	515
Queponco Road	Five Mile Branch - Nine Pin Branch	8,237	21'	1,730
Selby Road	West Line Rd - MB #13047	4,975	21.5'	1,070

64,244 feet
(12.16 miles)

13,180

NOTICE TO BIDDERS

Blacktop Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide surfacing of various sections of roadways in Worcester County to be completed by November 25, 2020 requiring approximately 13,180 Tons of Superpave 9.5mm Bituminous Concrete for paving of roughly 12.16 miles (64,244 feet) of road for the Roads Division of Public Works. Bid specification packages and bid forms may be obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM (EDT) on Monday, August 10, 2020** in the Office of the County Commissioners at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and results will be promptly posted under the "Bids" drop-down menu of the County Website. Envelopes shall be marked "**Blacktop Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Bituminous Concrete. Sealed bids will be accepted until **1:00 PM, Monday, August 10, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Blacktop Bid"**.

The work is to be completed by **November 25, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I - BLACK TOP SPECIFICATIONS:

All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration's Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.

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

The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately one and one-half (1-1/2) inches± compacted depth, Superpave 9.5mm. Quantities are approximate and unit prices shall apply regardless of any increase or decrease in the estimated quantities.

This item, "Bituminous Concrete", shall be paid for on a per ton basis, which price and payment shall constitute full compensation for furnishing, hauling and placing, preparation of all materials and for all labor, equipment, tools and incidentals necessary to complete this item. All milling of joints are to be included in bid price which include but not limited to driveways, intersections, curbing, etc. Milled joints are to be adequately signed and shall not be milled more than 1 day prior to paving. Any wedging of roads to be paved shall be determined by the inspector or Roads Superintendent. The tons of bituminous concrete required for wedging shall be deducted from the total tons required for paving "said road" or will be deducted from the total tons required for the entire project.

A materials laboratory under the direction of a competent laboratory technician or engineer shall be available at the plant site at all times during the mixing of bituminous concrete. Bitumen extraction, marshall, stability tests and aggregate gradation will be required at the discretion of the engineer. This will not be a pay item and considered as incidental to the construction.

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

WARRANTY:

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

DESCRIPTION:

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

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

The contractor shall use two (2) 12-15 ton steel wheel rollers. Anything less will not be accepted.

Contractor shall assign a sufficient number of trucks to each job site to allow for continuous paving of each road without affecting the efficiency of the paving process. The amount of trucks will be determined sufficient by either the inspector or the Roads Superintendent. If the amount of trucks is determined to be insufficient, then the operation will cease until these corrections are made.

Contractor shall ensure that a sufficient of employees is on-site to complete the job in a safe and efficient manner. This will be determined by the inspector or Roads Superintendent. If it is determined that the number of employees are insufficient, then the operation will cease until these corrections are made.

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

Weather:

Referenced SHA section 503.03.02

Foundation Preparation:

The County will trim the shoulders of roads to be paved.

The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Verification:

The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

Maintenance, Protection and Performance of the Work:

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

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

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

SHA "Book of Highway Standards"

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

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

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

Referenced SHA section 104.02.03

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

Temporary Traffic Signs (TTS):

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

Cones:

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

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer. If there are not enough Certified Flaggers, the paving operation will cease until adequate safety concerns are addressed.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

- 1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

- 2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

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

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

MEASUREMENT AND PAYMENT

- 1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
- 2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.

3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** - Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

ITEM
14



Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: August 11, 2020
SUBJECT: Snow Hill Commission on Aging & Animal Control Roof Replacement Bids

DIVISIONS

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

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

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

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

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

On Monday August 10, 2020, one (1) bid was received and opened from Vertex Roofing Contractors for replacement of the roof systems at the Snow Hill Commission on Aging and Animal Control buildings. A summary of the pricing is as follows.

Vertex Roofing Contractors	Commission on Aging	\$164,597.00	PG 2
Manassas, VA	Animal Control	\$41,795.00	PG 7
	Total	\$206,392.00	

It is felt at this time that these two projects did not receive additional bids due to an overabundance of work, backlogs due to COVID or a workforce shortfall. With a very uncertain future, it is recommended that both projects be awarded to Vertex Roofing Contractors Inc. at a total combined price of \$206,392.00. Assigned Funds are available for these projects.

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

Attachments

cc: Kenneth J. Whited, Maintenance Superintendent

DOCUMENT 004113A - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT) - COA

Worcester County Commission on Aging-Snow Hill Senior Center

1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc
- B. Project Name: Worcester County Commission on Aging-Snow Hill Senior Center
- C. Project Location: 4767 Snow Hill Road, Snow Hill, Maryland
- D. Owner: County Commissioners of Worcester County Maryland
- E. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- F. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

G. CERTIFICATIONS AND BASE BID

H. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Bowen and Friedel, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One Hundred Sixty Four Thousand Five Hundred Ninety Seven Dollars (\$ 164,597.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form"

1.2 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Eight Thousand Two Hundred Twenty Nine and Eight Five Cents Dollars (\$ 8,229.85).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.3 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts with the Prime Contractor for the portion of the Work indicated:
 - 1. Roofing Work: Vertex Roofing Contractors
 - 2. Exterior Insulation Finish System: Bradleigh Applications
 - 3. Gutter Removal & Re-Installation: Vertex Roofing Contractors

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within 90 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 08/03/2020
 - 2. Addendum No. 2, dated _____
 - 3. Addendum No. 3, dated _____
 - 4. Addendum No. 4, dated _____

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Alternates.
 - 2. Bid Form Supplement - Unit Prices.
 - 3. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Town of Snow Hill, Worcester County, Maryland and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 10 day of August, 2020.
- B. Submitted By Vertex Roofing Contractors Inc (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).

- D. Signed By: Jonathan Zimmer (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature: Sara Erickson] (Handwritten signature).
- H. By: Sara Erickson (Type or print name).
- I. Title: President (Corporate Secretary or Assistant Secretary).
- J. Street Address: 9137 Euclid Ct
- K. City, State, Zip Manassas VA 20110
- L. Phone: 703-794-2121
- M. License No.: 131303
- N. Federal ID No.: 45-3744003 (Affix Corporate Seal Here).

END OF DOCUMENT
004113A

DOCUMENT 004321A - ALLOWANCE FORM - WORCESTER COUTNY COMMISSION ON AGING

1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc
- B. Project Name: Worcester County Commission on Aging-Snow Hill Senior Center.
 - 1. Project Location: 4767 Snow Hill Road, Snow Hill, Maryland
- C. Owner: County Commissioners of Worcester County Maryland
 - 1. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- D. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

1.2 D FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of August, 2020.
- B. Submitted By: Vertex Roofing Contractors Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: Jonathan Zimmer (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321A

DOCUMENT 004322A - UNIT PRICES FORM - COMMISSION ON AGING

1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc.
- B. Project Name: Worcester County Commission on Aging-Snow Hill Senior Center.
 - 1. Project Location: 4767 Snow Hill Road, Snow Hill, Maryland
- C. Owner: County Commissioners of Worcester County Maryland
 - 1. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- D. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

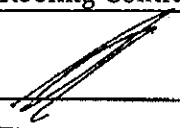
1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Roof Sheathing.
 - 1. Ninety Dollars (\$ 90.00) per unit (32 sq. ft).

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of August, 2020.
- B. Submitted By: Vertex Roofing Contractors Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Jonathan Zimmer (Type or print name). E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322A

DOCUMENT 004113B - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT) - AC

ANIMAL CONTROL

1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc
- B. Project Name: Worcester County Animal Control
- C. Project Location: 6207 Timmons Road, Snow Hill, Maryland
- D. Owner: County Commissioners of Worcester County Maryland
- E. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- F. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

G. CERTIFICATIONS AND BASE BID

H. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Bowen and Friedel, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Forty One Thousand Seven Hundred Ninety Five Dollars (\$ 41,795.00).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form"

1.2 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. Two Thousand Eighty Nine and Seventy Five Cents Dollars (\$ 2,089.75).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.3 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts with the Prime Contractor for the portion of the work indicated:

- 1. Roofing Work: Vertex Roofing Contractors
- 2. Gutter/Downspout Installation: Vertex Roofing Contractors
- 3. Gypsum Board: Vertex Roofing Contractors

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Owner and shall fully complete the Work within 90 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 08/03/2020
- 2. Addendum No. 2, dated _____
- 3. Addendum No. 3, dated _____
- 4. Addendum No. 4, dated _____

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

- 1. Bid Form Supplement - Alternates.
- 2. Bid Form Supplement - Unit Prices.
- 3. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Town of Snow Hill, Worcester County, Maryland and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

A. Respectfully submitted this 10 day of August, 2020.

B. Submitted By Vertex Roofing Contractors Inc (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

- D. Signed By: Jonathan Zimmer (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: *[Handwritten Signature]* (Handwritten signature).
- G. Attest: *[Handwritten Signature: Sara Erickson]* (Handwritten signature).
- H. By: Sara Erickson (Type or print name).
- I. Title: Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 9137 Euclid Ct
- K. City, State, Zip Manassas VA 20110
- L. Phone: 703-794-2121
- M. License No.: MD131303
- N. Federal ID No.: 45-3744003 (Affix Corporate Seal Here).

END OF DOCUMENT 004113B

DOCUMENT 004321B - ALLOWANCE FORM - ANIMAL CONTROL

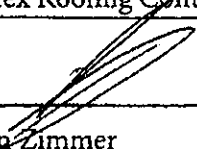
1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc
- B. Project Name: Worcester County Animal Control.
 - 1. Project Location: 6207 Timmons Road, Snow Hill, Maryland
- C. Owner: County Commissioners of Worcester County Maryland
 - 1. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- D. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of August, 2020.
- B. Submitted By: Vertex Roofing Contractors Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Jonathan Zimmer (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321B

DOCUMENT 004322B - UNIT PRICES FORM - ANIMAL CONTROL

1.1 BID INFORMATION

- A. Bidder: Vertex Roofing Contractors Inc
- B. Project Name: Worcester County Animal Control.
 - 1. Project Location: 6207 Timmons Road, Snow Hill, Maryland
- C. Owner: County Commissioners of Worcester County Maryland
 - 1. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent
- D. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

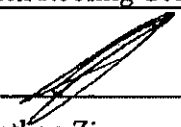
1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Roof Sheathing.
 - 1. Ninety Dollars (\$ 90.00) per unit (32 sq. ft).

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of August, 2020.
- B. Submitted By: Vertex Roofing Contractors Inc (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Jonathan Zimmer (Type or print name). E.
Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322B

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vertex Roofing Contractors, Inc.

9137 Euclid Ct., Manassas, VA 20110

as Principal, hereinafter called the Principal, and Selective Insurance Company of America

40 Wantage Avenue, Branchville, NJ 07890

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto Worcester County Commissioners

1 West Market Street, Snow Hill, MD 21863

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Worcester County Commission on Aging and Animal Control Roof Replacement Projects, 6207 Timmons Road, Snow Hill, MD 21863 and 4767 Snow Hill Road, Snow Hill, MD 21863

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of August, 2020

Ny Nicole Edley
(Witness)

Vertex Roofing Contractors, Inc.

(Principal)

(Seal)

By:

Jonathan Zimmer
President 08/09/2020

(Title)

Selective Insurance Company of America

(Surety)

(Seal)

By:

Ericka Turner
Attorney-in-Fact Ericka Turner

(Title)



Patricia L. Lewis
(Witness)



VERTROO-01

DPOWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2020

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

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

PRODUCER Specialized Insurance Services, Inc. 2250 Old Ivy Road, Suite 5 Charlottesville, VA 22903	CONTACT NAME: PHONE (A/C, No, Ext): (434) 529-6000 FAX (A/C, No): (866) 264-7244 E-MAIL ADDRESS: contact@specializedins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Vertex Roofing Contractors, Inc. 9137 Eculid Court Manassas, VA 20110	INSURER A: Erle Insurance Exchange NAIC # 26271
	INSURER B: American Zurich Ins Co NAIC # 80012
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Q38-2250896	2/22/2020	2/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q02-2040083	2/20/2020	2/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6ZZUB-4N68076-2-19	11/22/2019	11/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

01/17/2020

5,480,154

MARYLAND HOME IMPROVEMENT COMMISSION

08 05 131303
MESSAGE(S):

VERTEX ROOFING CONTRACTORS INC

6200 01-16-2020



LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT:

VERTEX ROOFING CONTRACTORS INC

VERTEX ROOFING CONTRACTORS INC

05-131303

9137 EUCLID COURT

MANASSAS

VA 20110

IS AN AUTHORIZED:

05 - CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT

131303

EXPIRATION

01-31-2022

EFFECTIVE

N/A

CONTROL NO

5480154

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

Lawrence J. Hagan, Jr.
Governor

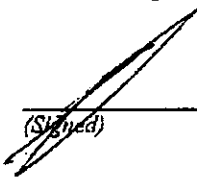
Boyd K. Rutherford
Lt. Governor

Tiffany P. Robinson
Secretary

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:13:15 ET on 06/23/2020 under Order No. 9143141969 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed) Jonathan Zimmer

(Title) President

(Dated) 08/10/2020

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User Notes: (1465398836)

ITEM
15

RECEIVED
JUL 27 2020
Worcester County Admin



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

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: July 27, 2020
SUBJECT: Ocean Pines North Water Tower
Change Order Number 2

DIVISIONS

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

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

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

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

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

Attached for approval is Change Order Number 2 from Baldwin Industries for the Ocean Pines North Water Tower Rehabilitation Project. This change order was prepared to address a number of issues:

- Replacement of electric and antenna wires attached to the tank;
- Rehabilitation of the tank catwalk;
- Replacement of five (5) of the exterior tension rods supporting the tank;
- Adding steps to access the lower portion of the tank interior;
- Upgrading the interior ladder for OSHA compliance;
- Adding safety rails around the new hatch;
- Addition bird deterrents around the catwalk; and
- Replacing the access hatch gasket.

These improvements total \$49,740.00 as detailed on the attached change order.

The contract status is summarized as follows:

Contract Amount with CO#1	\$330,295.00
Change Order #2 amount	<u>\$ 49,740.00</u>
Revised Contract Amount	\$380,035.00

With all associated costs (design, inspection etc.) the total expenditures on the North Water Tower total approximately \$410,000. The 2019 Bond Issue included \$500,000 for this project so adequate funds are available for this work.

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

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION CHANGE ORDER**

Change Order Number: 2

Date: August 4, 2020

Project: North Water Tower Rehabilitation

Owner: Worcester County Commissioners C/O
Worcester County Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

Contractor: Baldwin Industries
P.O. Box 9780
Baldwin, MD 21013

This Contract is hereby changed as follows:

1. Reconstruction of the catwalk - \$16,090
2. Replacing antenna wires and supports = \$20,000
3. Replace six (5) failing tension Rods, = \$6,000
4. Add interior ladder rungs to access lower portion of the tank = \$600
5. Replace Interior Ladder for OSHA Compliance = \$2,500
6. Roof Rail Extension around New Hatch = \$1,750
7. Bird Landing Deterrent = \$2,500
8. New hatch gasket for old access hatch - \$300

Total This Change Order

\$49,740.00

All work shall be completed in accordance with the contract technical specifications. Any time extensions granted by this change order shall not result in a change in the contract cost unless specifically stated in this change order.

Original Contract Amount	\$297,200.00
Contract Change by Previous Change Order	\$33,095.00
Contract Amount Prior to this Change Order	\$330,295.00
Amount of this Change Order	\$49,740
New Contract Amount	\$380,035.00
Change in Contract Time	0
Current Completion Date	August 4, 2020

By: Owner
Worcester County Commissioners

Contractor
Baldwin Industries, LLC

By: _____

By: _____

Date: _____

Date: _____



THE MARYLAND AND DELAWARE RAILROAD COMPANY

106 RAILROAD AVENUE
FEDERALSBURG, MD 21632

PHONE: 410.754.5735
FAX: 410.754.9528

July 15, 2020

Via E-Mail to jtustin@co.worcester.md.us

John Tustin, P.E.
Public Works Director
6113 Timmons Road
Snow Hill, MD 21863

RE: Central Site Lane Grade Crossing

Dear Mr. Tustin,

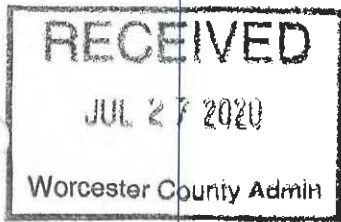
This letter is in follow up to our phone call of July 9, 2020. As we discussed, the grade crossing at Central Site Lane is in need of replacement. You indicated that your Department has at times made patch repairs to the crossing roadway surface. Despite these efforts, which we appreciate, the crossing has deteriorated significantly and needs to be replaced.

MDDE has historically participated in a number of grade crossing replacement projects through the U.S. Department of Transportation Federal Highway Administration's Railway-Highway Crossings Program (generally referred to as "Section 130"). Section 130 projects are administered through the Maryland State Highway Administration (SHA) Office of Traffic and Safety, with whom MDDE has worked closely for many years. For instance, you may recall that the grade crossings at Carey Road, Tindley Road and Ironshire Station Road were rebuilt through the Section 130 program within the last 5 years.

Each year, MDDE refines our priority list of grade crossings needing replacement and submits that list to Stacey Beckett, Team Leader for the SHA Office of Traffic and Safety.¹ Ms. Beckett then works to incorporate our priorities into her upcoming projects. Central Site Lane has been No. 1 on MDDE's priority list for the past 2 years.

¹ This position was previously held by Bob Herstein, under whose guidance the Carey Road, Tindley Road and Ironshire Station Road projects were completed.

ITEM
16




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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director 
DATE: July 27, 2020
SUBJECT: Central Site Lane RR grade Crossing

DIVISIONS

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

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

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

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

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

.....
I have spoken with and received the attached letter from Cathrin Banks, President of the Maryland Delaware Railroad (MDRR) regarding the need to reconstruct the railroad grade crossing on Central Site Lane. Historically, MDRR has been able to utilize Federal Funds to improve grade crossing along their line; however, because Central Site Lane is a private roadway the use of Federal Funds are not authorized.

The County Commissioners proclaimed Central Site Lane to be a private roadway as we have a 60 foot wide easement across private property once inbound traffic to the landfill crosses the grade crossing. This was done to discourage any possible land development on the private property adjacent to the active landfill.

Ms. Banks has requested that we reconsider this action and declare the road as a public roadway making it eligible for the Federal dollars. If not MDRR is looking to the County to pay for the reconstruction of the crossing using our local funds. I would hope that if this is the case that a cost sharing agreement with MDRR could be agreed to.

I believe it would be prudent to invite Ms. Banks to a future Commissioner meeting to share her thoughts on this issue and provide an update on the state of the MDRR and what the future might hold for this entity .

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc: Mike Mitchell
Frank Adkins



THE MARYLAND AND DELAWARE RAILROAD COMPANY

106 RAILROAD AVENUE
FEDERALSBURG, MD 21632

PHONE: 410.754.5735
FAX: 410.754.9528

July 15, 2020

Via E-Mail to jtustin@co.worcester.md.us

John Tustin, P.E.
Public Works Director
6113 Timmons Road
Snow Hill, MD 21863

RE: Central Site Lane Grade Crossing

Dear Mr. Tustin,

This letter is in follow up to our phone call of July 9, 2020. As we discussed, the grade crossing at Central Site Lane is in need of replacement. You indicated that your Department has at times made patch repairs to the crossing roadway surface. Despite these efforts, which we appreciate, the crossing has deteriorated significantly and needs to be replaced.

MDDE has historically participated in a number of grade crossing replacement projects through the U.S. Department of Transportation Federal Highway Administration's Railway-Highway Crossings Program (generally referred to as "Section 130"). Section 130 projects are administered through the Maryland State Highway Administration (SHA) Office of Traffic and Safety, with whom MDDE has worked closely for many years. For instance, you may recall that the grade crossings at Carey Road, Tindley Road and Ironshire Station Road were rebuilt through the Section 130 program within the last 5 years.

Each year, MDDE refines our priority list of grade crossings needing replacement and submits that list to Stacey Beckett, Team Leader for the SHA Office of Traffic and Safety.¹ Ms. Beckett then works to incorporate our priorities into her upcoming projects. Central Site Lane has been No. 1 on MDDE's priority list for the past 2 years.

¹ This position was previously held by Bob Herstein, under whose guidance the Carey Road, Tindley Road and Ironshire Station Road projects were completed.

John Tustin, P.E.
July 15, 2020
Page 2

Ms. Beckett notified MDDE earlier this year that one or more of our crossings were being considered for inclusion in a package expected to be bid out in Q3-4 of 2020 with anticipated construction in Q2-3 of 2021. Though she agrees with MDDE's assessment that the Central Site Lane crossing is most in need of replacement, Ms. Beckett informed us that it is currently ineligible for the Section 130 program due to its classification as a private road.

MDDE is requesting that Worcester County take the steps necessary to reclassify Central Site Lane as a public road, so that the grade crossing can be eligible for Section 130. Classification as "public" would seem logical, as the County owns and maintains the road, and it is the primary (I believe the only) road to and from the County's public landfill. I understand there may have been other reasons for the "private" classification when the landfill first opened. I would argue, however, that the benefit of being able to utilize federal funding to rebuild the crossing on this heavily traveled roadway outweighs those considerations today. Moreover, replacement of the crossing is in the best interest of public safety and directly benefits Worcester County residents.

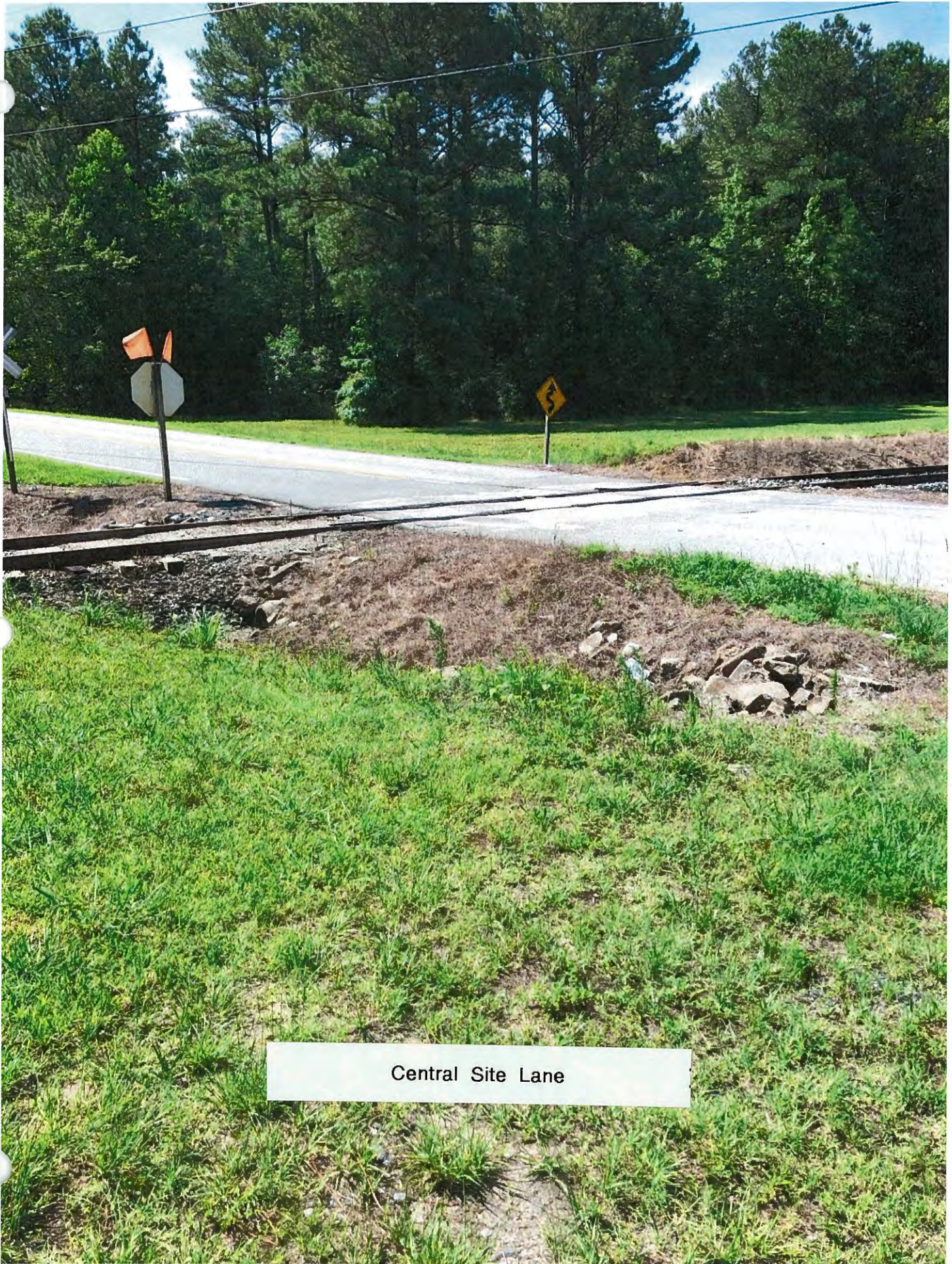
If the County elects not to reclassify Central Site Lane as public, a timeline will need to be established for replacing the crossing with County funds. The estimated cost of replacement is approximately \$350,000. That estimate is based on a crossing project completed in coordination with DelDOT earlier this summer along the Delaware portion of our Snow Hill Line. The total cost of replacing the crossing at Lazy Lagoon Road was approximately \$385,000 — approximately \$148,000 for roadway work; approximately \$184,000 for track work; approximately \$32,000 for replacement of crossing signal cables (which may not be necessary for Central Site Lane); plus insurance and administrative costs. If it is determined that the Central Site Lane crossing should be converted to a signaled crossing for safety reasons, the cost would be considerably higher. As such, I believe it is in everyone's best interest to take the steps necessary for making Central Site Lane eligible for inclusion in the Section 130 program.

Per our discussion, I would very much appreciate it if you could bring this matter to the County Commissioners' attention at your earliest convenience. If you have any questions or I can be of additional assistance, please let me know.

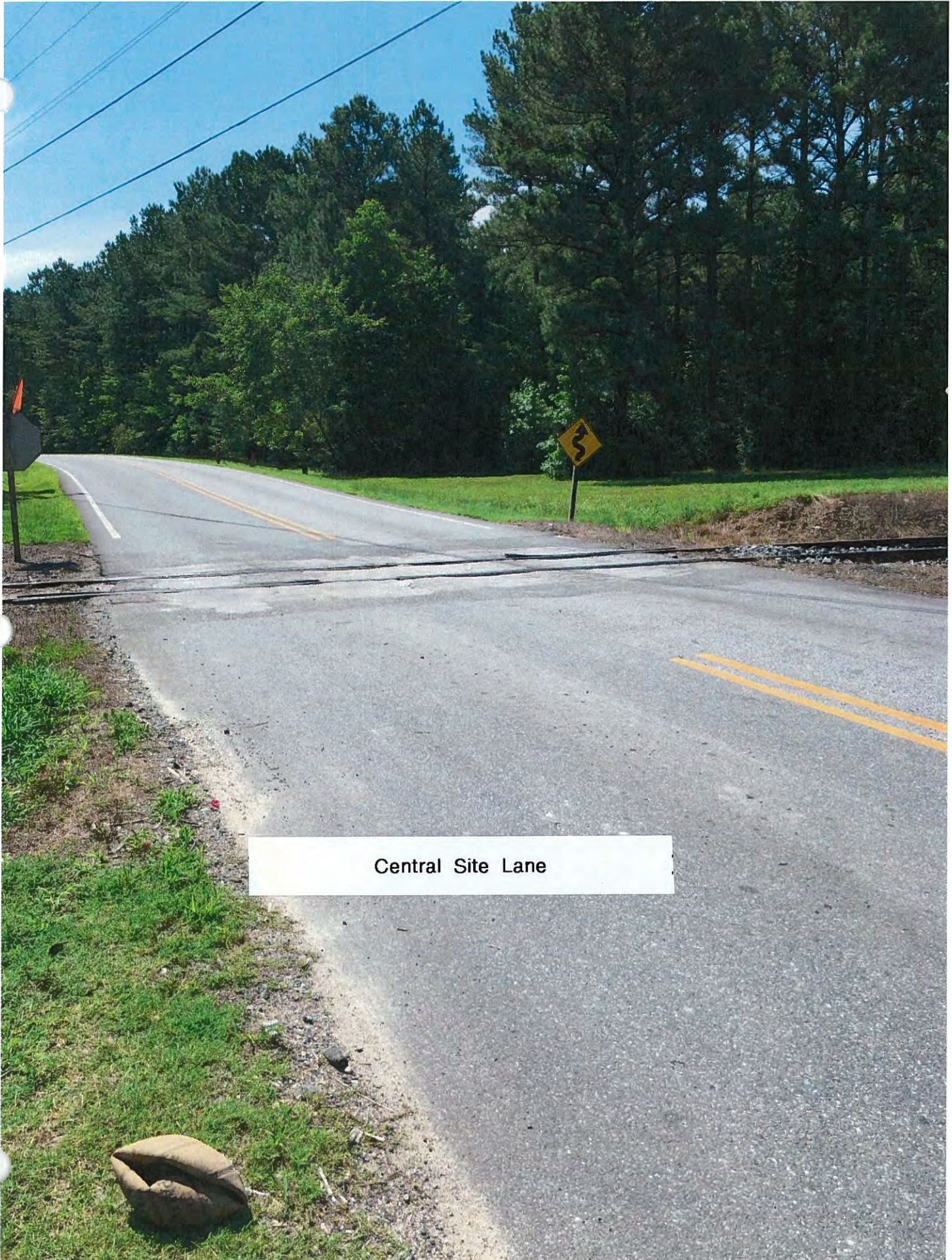
Sincerely,



Cathrin Banks
President



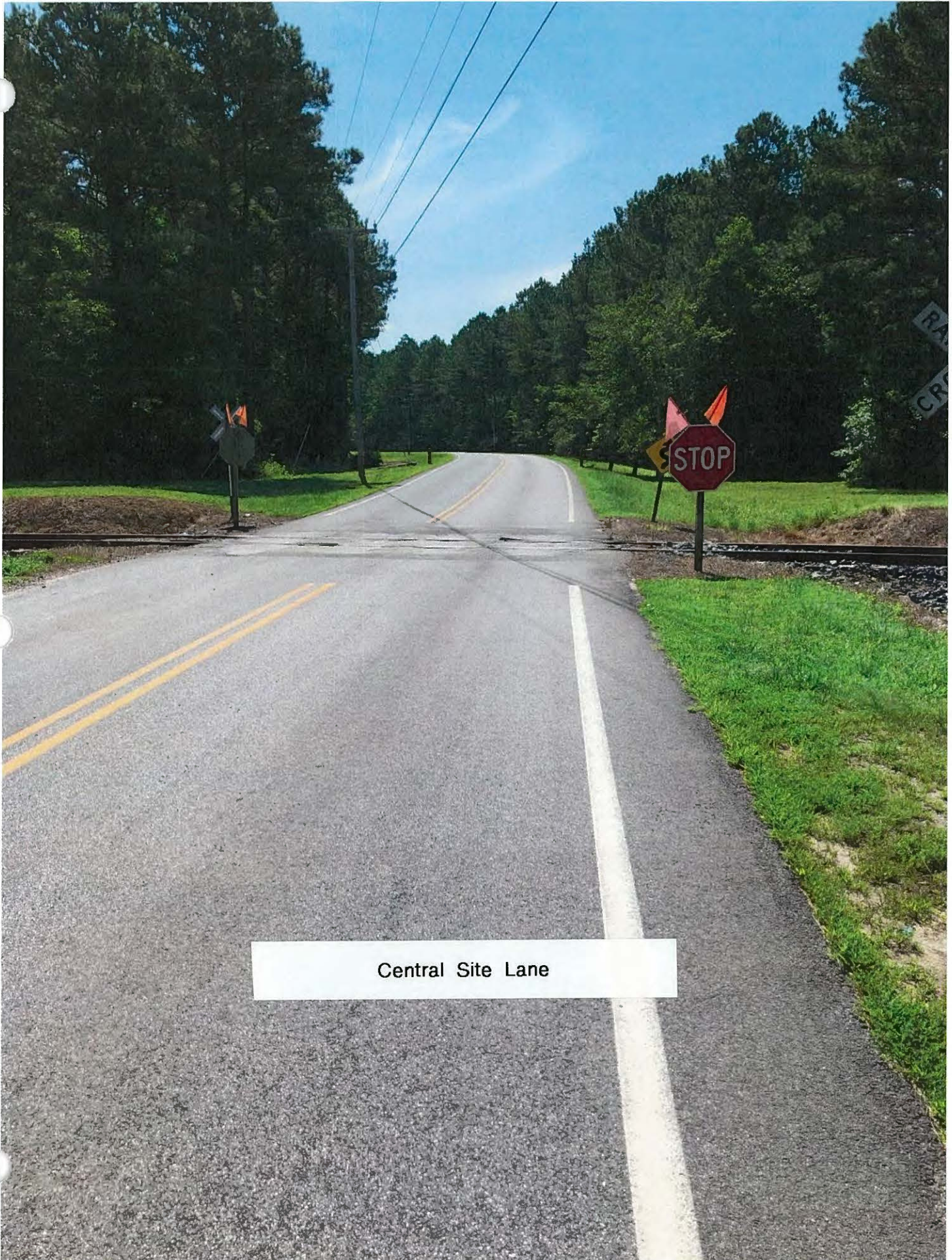
Central Site Lane



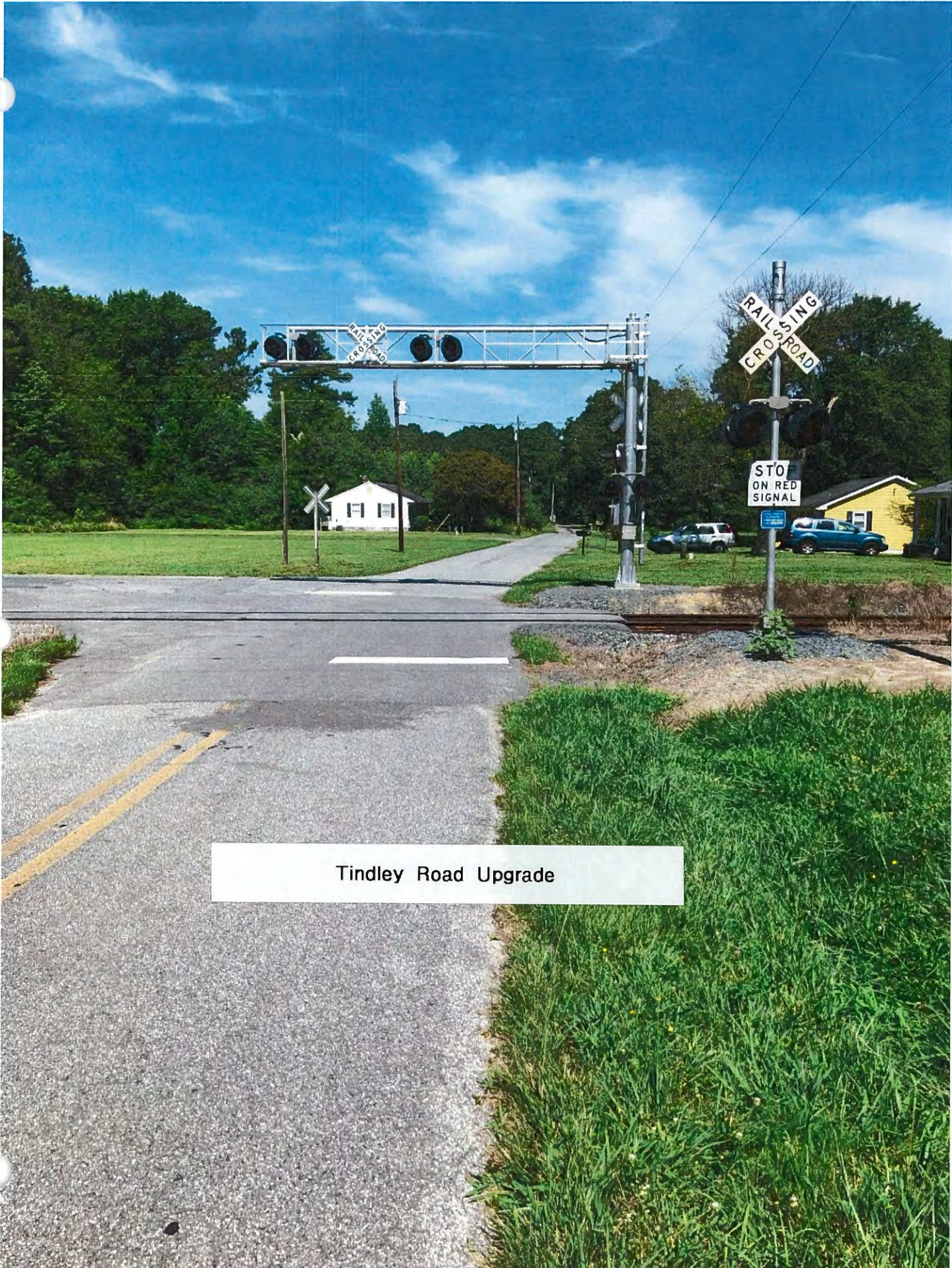
Central Site Lane



Central Site Lane



Central Site Lane



Tindley Road Upgrade

ITEM
17

RECEIVED
JUL 27 2020
Worcester County Admin



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: July 27, 2020
SUBJECT: Ocean Pines Belt Filter Press

DIVISIONS



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

The 2019 Bond Issue included funding to replace the belt filter press at the Ocean Pines Wastewater Treatment Plant. Since including those funds in the bond issue, we have made numerous repairs to the existing belt filter press and at times, it has been difficult to maintain plant operations while completing those repairs.

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

As a result of these troubles, we now believe that rather than replacing the existing press, we should explore adding a second solids dewatering area to the plant. This would allow for continuous operations during construction, provide redundancy to the operation and take advantage of the recent repairs completed. We should also take this opportunity to explore new technology available in the solids dewatering market to potentially improve the dewatering process.

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

With this in mind, we contacted the engineering firm of George, Miles and Buhr (GMB) and obtained the attached proposal for completing this evaluation. GMB has done the majority of the recent work at the Ocean Pines Wastewater Treatment Plant including design and construction of Treatment Unit 4 (2003), replacement of the sludge drying beds (2014) and rehabilitation of Treatment Unit 3 (2020). Their knowledge of the plant will be helpful in planning this improvement.

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

The total cost outlined in the proposal is \$16,500. The 2019 Bond Issue included \$800,000 for this project, therefore adequate funds are available.

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

We are requesting approval for proceeding with this work.

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

Attachment

cc: John S. Ross, P. E., Deputy Director
Michelle Carmean, Enterprise Fund Controller



••••

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

••••

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

June 25, 2020

Ocean Pines Wastewater Treatment Plant
1000 Shore Lane
Ocean Pines, MD 21811

Attn: John S. Ross, P.E.
Deputy Director of Public Works

Re: Preliminary Engineering Report - Sludge Dewatering Equipment
Ocean Pines WWTP

Dear Mr. Ross:

In accordance with your request, we submit this proposal for your consideration to prepare a preliminary engineering report (PER) to aid Worcester County in determining how to plan for and proceed with dewatering equipment improvements and overall management of biosolids at the subject facility.

PROJECT DESCRIPTION AND OBJECTIVE

Ocean Pines WWTP's existing belt filter press is approaching the unit's serviceable life and the unit's reliable operation is becoming less predictable. Accordingly, the County wishes to explore implementing another mechanical dewatering process while continuing, at some level, operation of the existing unit. GMB will assist the County by researching and evaluating various sludge dewatering equipment in order to determine the most suitable device to meet the County's current and future needs.

SCOPE OF SERVICES

We are proposing a scope of services to generally include the following activities:

- Facility Evaluation:
 - Attend site visit and kick-off meeting with DPW personnel at WWTP.
 - Review facility design criteria and compare against industry standards. This will also include the facility's existing dewatering equipment.
 - Review sludge production data (quality and quantity) provided by the County and determine how it correlates with the facility's basis of design.
 - Review current operational practices related to biosolids processing.
- Facility Improvements
 - Develop a listing of possible dewatering technologies and prepare a brief description of each in a 1-page memorandum to Worcester Co. Conduct a videoconference with Worcester Count to short-list the technologies to three (3) alternatives to be evaluated in detail as part of the PER.
 - Prepare schematic level, preliminary designs for the alternatives evaluated.
 - Prepare preliminary construction cost estimates for the alternatives evaluated to provide an order of magnitude cost.
 - Prepare present worth analysis of alternatives evaluated.
 - Develop an alternative evaluation matrix of non-monetary factors.

- Meet with DPW personnel at WWTP to review draft PER.
- Attend one (1) day-trip site visit to an operating facility with Worcester County representatives to observe an operating installation of the recommended / selected alternative.

All of the above items will be combined into a preliminary engineering report and presented to the County for review and comment.

PERMITS

As the scope of work is facility evaluation and preliminary engineering in nature, we do not anticipate permit acquisition and have not included such in our scope of work.

TESTING

Should the evaluation reveal a need for jar testing of biosolids, we would discuss with the County and seek support to perform the work or pay the cost for outside testing.

SCHEDULE

We can begin work within four (4) weeks of your authorization and would expect to have a draft of the report to you in twelve (12) weeks.

FEE

We propose to bill our services each month on the basis of hours expended related to the scope of services and in accord with the attached "Schedule of Hourly Rates & Expenses" and "General Conditions." GMB will not exceed the Estimated Total Hourly Rate Fee unless authorized by Worcester County.

- **Total Hourly Rate Fee Budget of \$16,500.00**

Reimbursable expenses will be billed in addition to the hourly rates and are estimated to be approximately:

- **Reimbursable Expenses Budget of \$450.00**

OTHER CONSIDERATIONS

- Billings will be submitted monthly.
- The hourly rate fee budget noted above is inclusive of an hourly rate fee amount of \$1,500 for KEGI's electrical engineering assistance in evaluating the existing facility's electrical capacity and determining the necessary electric improvements for alternatives evaluated as well as the probably cost of those improvements.
- We assume that two (2) draft copies of the PER will be provided to the County as well as two (2) final copies.
- It is assumed that geotechnical boring data is available from prior WWTP construction efforts to make assumptions on what structure foundations will be required.

- It is understood that the County plans to utilize local funds for ultimate construction of dewatering improvements. The PER document which GMB proposes herein will not satisfy all of those requirements listed in USDA's Interagency Memorandum regarding PER's dated January 16, 2013.
- Accordingly, if it is anticipated that USDA or MDE funding will be sought for this project, the scope of this proposal must be revised accordingly.

If upon review, this proposal is acceptable, kindly sign and return. Any comments or suggestions to better serve your needs are always welcome.

The opportunity to submit this proposal and be of service to you is greatly appreciated.

Sincerely,



Chris Derbyshire, P.E.
Vice President / Sr. Project Manager

CBD/sh

Attachments: Schedule of Hourly Rates & Expenses
General Conditions

ACCEPTED FOR WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS:

BY: _____

NAME (printed): _____

TITLE: _____

DATE: _____

PHONE: _____

EMAIL: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2020

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:

Black & White	\$ 0.20
Color	\$ 0.50

Prints/Plots:

Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.

Travel:

Mileage	\$ 0.575/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour

Other:

Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS
(Effective July 1, 2019)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. ~~Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.~~

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

~~Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing~~

~~every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.~~

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

~~Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.~~

GOVERNING LAWS; VENUE

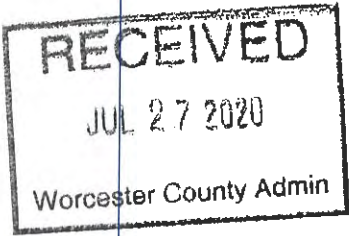
The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for Worcester County, Maryland or the federal courts within the State of Maryland.

Client's written approval is required to exceed Proposal amount.

Client agrees to limit GMB's liability related to errors and omissions to \$2,000,000.

Worcester

ITEM
18



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: July 27, 2020
SUBJECT: Old Furnace Road – Speed Study

DIVISIONS

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

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

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

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

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

.....
The Department conducted a speed study on Old Furnace Road from Tuesday, July 14, 2020 thru Tuesday, July 21, 2020 at the request of Dale Abbott, an area resident, to address speeding vehicles and to request for a speed limit sign to be posted. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 2,071
- Average Speed: 50 mph
- 85th Percentile: 61 mph
- Vehicles 51 mph and greater: 1,247 or 60.1%
- Vehicles >1 mph to 50 mph: 824 or 39.9%

Currently Old Furnace Road is not posted; therefore, a speed limit of 50 mph governs. Based on the study, 39.9% of all traffic traveled less than 51 mph and 60.1% of all traffic traveled more than 50 mph. It is therefore recommended that Old Furnace Road be posted at 50 mph. This posting would allow the Sheriff's Department to provide enforcement of the speed limit signs in order to control any speeding related issues.

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

Attachment

cc: Frank Adkins

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 0000001
Station ID:
Old Furnace Road
Old Furnace Road
Latitude: 0' 0.0000 Undefined

East, West

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
07/14/20	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	0	0	0	0	1	0	3	6	3	5	1	1	1	0	21	59	69
09:00	0	0	0	0	1	1	1	2	7	7	2	3	0	0	24	63	68
10:00	0	0	0	0	0	0	1	5	7	2	6	2	0	0	23	63	67
11:00	3	0	0	0	1	2	2	4	4	2	2	0	0	0	20	57	62
12 PM	0	0	0	0	0	0	3	9	9	6	2	0	0	1	30	58	61
13:00	1	1	1	0	2	1	4	3	5	5	3	2	0	0	28	61	66
14:00	0	0	0	0	1	0	1	3	4	8	7	5	2	1	32	67	71
15:00	0	0	0	0	0	0	1	2	2	2	4	1	0	0	12	63	66
16:00	2	0	0	0	0	0	1	3	3	1	2	1	0	1	14	62	66
17:00	1	0	1	0	0	1	0	2	4	3	1	0	0	0	13	58	61
18:00	0	0	0	0	0	1	1	2	1	3	3	0	0	0	11	62	64
19:00	0	0	0	0	0	0	1	0	0	2	1	0	2	0	6	72	74
20:00	1	1	2	2	1	2	1	0	1	0	1	1	0	0	13	60	66
21:00	0	0	0	0	0	0	1	0	1	1	0	0	0	0	3	57	59
22:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	8	2	4	2	7	8	21	42	51	47	35	16	5	3	251		
Percent	3.2%	0.8%	1.6%	0.8%	2.8%	3.2%	8.4%	16.7%	20.3%	18.7%	13.9%	6.4%	2.0%	1.2%			
AM Peak	11:00				08:00	11:00	08:00	08:00	09:00	09:00	10:00	09:00	08:00		09:00		
Vol.	3				1	2	3	6	7	7	6	3	1		24		
PM Peak	16:00	13:00	20:00	20:00	13:00	20:00	13:00	12:00	12:00	14:00	14:00	14:00	14:00	12:00	14:00		
Vol.	2	1	2	2	2	2	4	9	9	8	7	5	2	1	32		

2

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Old Furnace Road
Old Furnace Road
Latitude: 0' 0.0000 Undefined

East, West																	
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
07/15/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	64	64
02:00	0	0	0	0	0	0	0	1	1	1	0	0	0	1	4	57	59
03:00	0	0	0	0	0	0	2	2	1	3	0	1	1	0	10	67	72
04:00	4	0	0	0	0	0	1	5	4	4	5	2	0	1	26	63	66
05:00	0	1	0	0	2	0	0	2	6	3	5	1	2	0	22	64	72
06:00	0	0	0	0	0	0	0	2	3	4	4	3	0	0	16	66	68
07:00	0	2	0	0	0	1	3	3	6	9	4	0	0	0	28	59	63
08:00	3	1	0	0	0	0	0	5	3	5	2	0	0	0	19	59	62
09:00	1	0	1	0	1	3	1	3	5	5	2	0	0	2	24	58	62
10:00	0	0	0	0	0	1	1	5	3	6	0	1	0	0	17	58	65
11:00	0	0	0	0	0	1	3	2	4	1	3	0	1	1	16	62	71
12 PM	0	0	0	0	1	0	1	6	7	4	2	0	2	0	23	61	72
13:00	0	0	0	1	1	0	2	2	7	3	2	0	1	2	21	60	70
14:00	0	0	0	1	0	0	1	1	5	6	4	1	1	1	21	63	70
15:00	1	1	0	0	0	0	1	1	1	6	5	2	0	0	18	64	67
16:00	0	0	0	0	0	0	0	2	6	4	2	0	0	0	14	59	63
17:00	0	0	0	1	0	0	0	2	2	1	2	0	0	0	8	62	64
18:00	0	0	0	0	1	2	3	1	3	1	1	0	0	0	12	55	61
19:00	0	0	0	0	0	2	0	1	2	3	0	0	0	0	8	58	59
20:00	0	0	0	0	0	1	0	1	4	0	0	0	0	0	6	53	54
21:00	0	0	0	0	0	0	0	2	0	1	1	0	0	0	4	62	63
22:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	53	54
23:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
Total	9	5	1	3	6	12	19	50	74	70	45	11	8	8	321		
Percent	2.8%	1.6%	0.3%	0.9%	1.9%	3.7%	5.9%	15.6%	23.1%	21.8%	14.0%	3.4%	2.5%	2.5%			
AM Peak	04:00	07:00	09:00		05:00	09:00	07:00	04:00	05:00	07:00	04:00	06:00	05:00	09:00	07:00		
Vol.	4	2	1		2	3	3	5	6	9	5	3	2	2	28		
PM Peak	15:00	15:00		13:00	12:00	18:00	18:00	12:00	12:00	14:00	15:00	15:00	12:00	13:00	12:00		
Vol.	1	1		1	1	2	3	6	7	6	5	2	2	2	23		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001

Station ID:

Old Furnace Road

Old Furnace Road

Latitude: 0' 0.0000 Undefined

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
07/16/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	59	59
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	1	0	0	0	1	0	0	2	4	63	64
04:00	0	0	0	0	0	1	0	3	5	1	1	0	2	0	13	70	73
05:00	0	0	0	0	0	0	2	0	3	3	3	3	1	0	15	67	71
06:00	3	0	0	0	2	0	2	4	1	7	8	3	0	1	31	64	67
07:00	1	0	0	0	0	0	4	5	0	1	4	0	0	0	15	62	64
08:00	0	0	0	0	0	0	2	6	3	2	2	0	0	0	15	59	63
09:00	2	0	1	0	0	1	8	1	6	2	0	0	0	0	21	54	57
10:00	0	0	0	1	2	0	2	5	2	4	2	2	1	0	21	64	69
11:00	0	1	0	0	1	0	1	3	7	3	3	1	0	0	20	61	65
12 PM	0	0	0	0	0	0	0	4	5	4	0	2	1	0	16	66	70
13:00	0	0	0	0	0	0	2	0	4	3	2	1	0	0	12	62	66
14:00	2	0	0	0	0	3	4	3	3	2	3	1	0	1	22	61	64
15:00	1	0	0	1	0	0	3	4	8	11	3	3	1	2	37	62	68
16:00	0	0	2	0	0	2	1	2	3	13	6	1	0	0	30	62	64
17:00	0	0	1	0	1	0	0	4	3	4	2	1	0	0	16	61	65
18:00	0	0	0	0	0	0	2	3	0	2	1	0	0	0	8	59	62
19:00	0	0	0	1	1	1	3	0	1	0	0	0	0	0	7	44	53
20:00	0	0	0	0	0	0	1	5	0	4	0	0	0	0	10	58	59
21:00	0	0	0	0	1	0	2	0	2	0	0	0	0	0	5	53	54
22:00	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	33	34
23:00	0	0	0	0	0	1	0	0	0	0	0	1	0	0	3	67	69
Total	9	1	5	3	10	9	41	52	56	67	41	19	6	6	325		
Percent	2.8%	0.3%	1.5%	0.9%	3.1%	2.8%	12.6%	16.0%	17.2%	20.6%	12.6%	5.8%	1.8%	1.8%			
AM Peak	06:00	11:00	09:00	10:00	06:00	04:00	09:00	08:00	11:00	06:00	06:00	05:00	04:00	03:00	06:00		
Vol.	3	1	1	1	2	1	8	6	7	7	8	3	2	2	31		
PM Peak	14:00		16:00	15:00	22:00	14:00	14:00	20:00	15:00	16:00	16:00	15:00	12:00	15:00	15:00		
Vol.	2		2	1	2	3	4	5	8	13	6	3	1	2	37		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 0000001
Station ID:
Old Furnace Road
Old Furnace Road
Latitude: 0° 0.0000 Undefined

East, West																		
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th	
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent	
07/17/20	0	0	0	0	0	0	0	0	0	1	0	0	0	2	3	59	59	
01:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	59	59	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
03:00	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3	47	49	
04:00	0	0	0	0	0	0	0	1	0	2	0	0	0	2	5	58	59	
05:00	0	0	0	0	1	0	0	3	2	4	3	2	1	0	16	66	70	
06:00	1	0	1	0	1	0	3	4	1	6	4	3	0	1	25	64	68	
07:00	0	0	0	0	0	0	1	1	3	2	2	2	1	0	12	67	71	
08:00	0	0	1	0	2	1	4	2	4	5	1	1	1	1	23	59	69	
09:00	0	4	0	0	0	1	4	7	0	1	1	1	1	0	20	60	70	
10:00	0	0	0	0	0	0	0	2	5	3	3	0	0	1	14	61	63	
11:00	0	0	0	0	1	1	3	1	2	1	3	3	0	0	15	66	68	
12 PM	0	0	0	0	0	0	2	4	3	5	1	0	0	1	16	58	61	
13:00	0	0	0	0	0	0	2	3	3	1	3	1	0	0	13	63	66	
14:00	2	0	0	0	1	2	3	5	1	5	2	0	1	0	22	59	64	
15:00	0	0	0	0	2	0	3	5	5	5	8	1	4	2	35	65	72	
16:00	0	1	0	0	1	1	0	3	9	7	3	1	0	0	26	60	64	
17:00	1	0	0	0	0	0	0	3	2	3	1	0	0	1	11	59	62	
18:00	0	0	0	0	0	0	0	3	0	1	2	1	0	0	7	64	68	
19:00	0	0	0	0	0	0	1	3	1	2	2	0	1	0	10	63	72	
20:00	0	0	0	0	0	1	0	2	0	1	0	0	0	0	4	57	59	
21:00	0	0	0	0	1	0	0	1	0	0	1	0	1	0	4	72	74	
22:00	0	0	0	0	0	0	0	0	0	1	0	1	0	0	2	68	69	
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	19	19	
Total	4	6	2	0	10	8	27	54	41	57	40	17	11	11	288			
Percent	1.4%	2.1%	0.7%	0.0%	3.5%	2.8%	9.4%	18.8%	14.2%	19.8%	13.9%	5.9%	3.8%	3.8%				
AM Peak	06:00	09:00	06:00		08:00	03:00	08:00	09:00	10:00	06:00	06:00	06:00	05:00	00:00	06:00			
Vol.	1	4	1		2	1	4	7	5	6	4	3	1	2	25			
PM Peak	14:00	16:00			15:00	14:00	14:00	14:00	16:00	16:00	15:00	13:00	15:00	15:00	15:00			
Vol.	2	1			2	2	3	5	9	7	8	1	4	2	35			

5

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Old Furnace Road
Old Furnace Road
Latitude: 0' 0.0000 Undefined

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
07/18/20	0	1	0	1	0	0	0	1	0	0	0	0	0	0	3	47	49
01:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	54	54
02:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	63	64
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	63	64
05:00	0	0	0	1	1	0	0	0	2	1	1	0	0	0	6	60	63
06:00	0	0	1	0	0	0	0	1	2	2	0	0	0	0	6	57	59
07:00	0	0	0	0	0	0	2	1	4	5	0	0	1	0	13	59	71
08:00	2	1	0	0	0	1	0	0	4	4	3	0	1	0	16	62	70
09:00	1	0	2	0	0	2	2	3	3	5	2	0	1	0	21	59	64
10:00	0	0	0	0	0	1	1	2	6	4	3	2	2	0	21	67	72
11:00	0	1	0	0	1	2	2	7	3	5	3	1	0	1	26	60	64
12 PM	0	1	1	1	0	0	4	3	3	4	4	5	3	1	30	68	72
13:00	13	18	3	1	1	4	1	4	2	4	0	1	0	0	52	49	58
14:00	0	0	0	1	0	1	6	2	8	3	0	1	0	0	22	56	59
15:00	4	0	0	1	2	1	0	6	5	2	2	1	0	0	24	58	64
16:00	7	0	0	0	0	0	1	3	5	3	1	1	0	0	21	58	64
17:00	0	0	0	0	0	3	3	1	3	3	5	0	2	0	20	63	72
18:00	1	0	2	0	1	0	0	1	3	4	3	1	0	2	18	62	65
19:00	0	0	0	0	0	0	2	3	6	2	0	0	0	0	13	55	58
20:00	0	0	0	0	1	0	1	2	7	1	1	0	0	0	13	55	61
21:00	0	0	1	0	1	0	1	0	1	3	0	1	0	0	8	59	67
22:00	1	0	0	1	0	0	1	1	2	1	0	0	0	1	8	54	58
23:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	44	44
Total	29	22	10	7	8	15	29	41	70	57	30	14	10	5	347		
Percent	8.4%	6.3%	2.9%	2.0%	2.3%	4.3%	8.4%	11.8%	20.2%	16.4%	8.6%	4.0%	2.9%	1.4%			
AM Peak	08:00	00:00	09:00	00:00	05:00	09:00	07:00	11:00	10:00	07:00	08:00	10:00	10:00	11:00	11:00		
Vol.	2	1	2	1	1	2	2	7	6	5	3	2	2	1	26		
PM Peak	13:00	13:00	13:00	12:00	15:00	13:00	14:00	15:00	14:00	12:00	17:00	12:00	12:00	18:00	13:00		
Vol.	13	18	3	1	2	4	6	6	8	4	5	5	3	2	52		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001

Station ID:

Old Furnace Road

Old Furnace Road

Latitude: 0' 0.0000 Undefined

East, West

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
07/19/20	0	0	0	0	0	0	1	1	0	0	0	1	0	0	3	67	69
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	44	44
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	63	64
06:00	0	1	0	0	0	3	0	2	3	0	1	0	0	0	10	54	62
07:00	0	0	0	0	0	0	1	1	4	0	0	0	0	0	8	53	54
08:00	0	0	1	0	0	2	1	1	1	1	4	1	1	0	13	65	71
09:00	0	3	0	0	0	2	3	1	4	1	0	1	0	0	15	54	66
10:00	0	1	1	0	0	2	2	6	3	3	0	1	0	0	19	56	65
11:00	0	0	0	0	1	0	1	3	4	2	0	1	0	0	12	57	66
12 PM	0	1	0	0	0	0	2	5	7	4	1	1	0	0	21	58	64
13:00	2	0	0	0	0	1	0	3	6	6	2	0	1	3	24	59	64
14:00	0	0	0	0	0	0	0	7	2	2	2	0	0	1	14	60	63
15:00	0	0	0	1	0	0	1	4	6	2	1	1	0	0	16	58	65
16:00	0	0	0	1	0	1	4	4	9	5	0	0	1	0	25	57	59
17:00	0	0	0	0	0	1	1	1	3	1	0	0	0	0	8	59	62
18:00	2	0	1	0	0	0	1	6	4	4	1	1	0	0	20	58	65
19:00	2	0	0	0	0	0	1	3	1	1	1	0	1	1	11	62	72
20:00	0	0	0	1	0	1	1	3	5	1	2	0	0	0	14	59	63
21:00	2	0	0	0	1	0	2	1	2	1	2	0	0	0	11	60	63
22:00	3	2	1	1	2	4	2	4	2	0	0	0	1	0	22	49	54
23:00	0	3	0	1	0	0	1	1	0	0	0	0	0	0	6	45	48
Total	11	11	4	5	4	17	27	57	64	36	19	8	5	6	274		
Percent	4.0%	4.0%	1.5%	1.8%	1.5%	6.2%	9.9%	20.8%	23.4%	13.1%	6.9%	2.9%	1.8%	2.2%			
AM Peak Vol.		09:00	08:00		11:00	06:00	09:00	10:00	07:00	10:00	08:00	00:00	08:00	01:00	10:00		
PM Peak Vol.	22:00	23:00	18:00	15:00	22:00	22:00	16:00	14:00	16:00	13:00	13:00	12:00	13:00	13:00	16:00		
	3	3	1	1	2	4	4	7	9	6	2	1	1	3	25		

7

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001

Station ID:

Old Furnace Road

Old Furnace Road

Latitude: 0' 0.0000 Undefined

East, West																85th	95th	
Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total	Percent	Percent
07/20/20	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	64	64
01:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	59	59
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2	58	59
04:00	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	49	49
05:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2	63	64
06:00	0	0	0	0	0	1	2	1	6	3	3	1	2	1	20	65	72	
07:00	2	1	0	0	0	0	1	0	1	3	3	3	1	0	15	67	71	
08:00	1	0	0	0	3	1	0	2	2	4	1	1	0	1	16	59	66	
09:00	0	0	0	0	0	0	2	2	0	3	4	3	0	0	14	66	68	
10:00	0	0	0	0	0	0	2	3	5	1	2	0	1	0	14	62	71	
11:00	0	0	0	1	0	0	0	3	5	5	4	1	0	0	19	62	65	
12 PM	0	1	0	0	0	1	0	3	1	4	2	0	0	0	12	60	63	
13:00	0	0	0	1	0	3	3	2	0	2	1	0	0	1	13	57	61	
14:00	0	0	0	0	0	1	1	4	4	1	4	0	0	0	15	62	64	
15:00	0	0	0	0	1	1	1	1	4	6	2	1	0	2	19	61	65	
16:00	2	0	0	1	0	0	4	4	6	13	7	3	2	1	43	64	69	
17:00	0	0	0	0	0	0	1	0	4	6	2	1	0	0	14	62	66	
18:00	0	0	0	1	0	0	0	2	0	4	1	1	2	0	11	70	73	
19:00	2	0	0	0	0	1	0	2	5	4	0	0	0	0	14	57	59	
20:00	0	0	0	0	2	0	2	2	0	0	2	0	0	0	8	62	64	
21:00	0	0	0	0	0	1	0	0	0	0	1	0	0	0	2	63	64	
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
Total	7	2	0	4	6	11	19	33	43	62	41	15	8	6	257			
Percent	2.7%	0.8%	0.0%	1.6%	2.3%	4.3%	7.4%	12.8%	16.7%	24.1%	16.0%	5.8%	3.1%	2.3%				
AM Peak	07:00	07:00		11:00	08:00	03:00	06:00	10:00	06:00	11:00	09:00	07:00	06:00	06:00	06:00			
Vol.	2	1		1	3	1	2	3	6	5	4	3	2	1	20			
PM Peak	16:00	12:00		13:00	20:00	13:00	16:00	14:00	16:00	16:00	16:00	16:00	16:00	15:00	16:00			
Vol.	2	1		1	2	3	4	4	6	13	7	3	2	2	43			

8

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

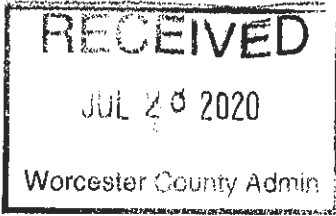
Site Code: 00000001
Station ID:
Old Furnace Road
Old Furnace Road
Latitude: 0° 0.0000 Undefined

East, West																85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
07/21/20	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	59	59
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	44	44
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	1	0	1	1	1	1	0	0	0	0	5	56	58
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	0	0	1	0	2	2	1	2	0	0	0	0	8		
Percent	0.0%	0.0%	0.0%	0.0%	12.5%	0.0%	25.0%	25.0%	12.5%	25.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak					05:00		02:00	03:00	05:00	00:00					05:00		
Vol.					1		1	1	1	1					5		
PM Peak																	
Vol.																	
Total	77	49	26	24	52	80	185	331	400	398	251	100	53	45	2071		
Percent	3.7%	2.4%	1.3%	1.2%	2.5%	3.9%	8.9%	16.0%	19.3%	19.2%	12.1%	4.8%	2.6%	2.2%			

15th Percentile : 39 MPH
 50th Percentile : 52 MPH
 85th Percentile : 61 MPH
 95th Percentile : 67 MPH

Stats
 10 MPH Pace Speed : 51-60 MPH
 Number in Pace : 798
 Percent in Pace : 38.5%
 Number of Vehicles > 55 MPH : 847
 Percent of Vehicles > 55 MPH : 40.9%
 Mean Speed(Average) : 50 MPH

ITEM
19



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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: William Bradshaw, P.E., County Engineer *WB*
DATE: July 27, 2020
SUBJECT: Worcester County Jail Improvement Project Phase 2

This memo is a request for approval to proceed with phase 2 of the Worcester County Jail Improvement project. This proposal is from Gipe Engineering. Gipe has successfully completed phase 1 improvements over the past year. As a result of previous facility studies, building condition assessment and recent work completed this engineering proposal includes the multi-discipline detailed design development with support for future bidding and construction contract execution. The detailed work generally includes the following major items:

- Replacement of the 1980's vintage heating and ventilating equipment in the housing units. This consists of 12 heating and ventilation units and associated equipment.
- Replacement of corridor and office heating and air conditioning systems associated with the 1988 addition.
- Replacement of work release heating and ventilating units.
- Addition of space temperature controls in the oldest sections of the facility and integration with the newer building sections.
- Updated fire alarm in select locations.
- Addition of HVAC in the 2008 program area room to match the 1980 multipurpose room systems recently installed.
- Sectional roof replacement based on condition assessment.
- Coating of exterior steel structures, replacement of select door systems, and resurfacing of work release shower facilities.

July 27, 2020

Re.: **Worcester County Jail Improvement Project Phase 2**

Page 2

The proposal is as a continuation of a phased project that began in 2017. These work items are recommended to maintain the oldest part of the facility infrastructure and to implement the current concept of space conditioning in corridors, work areas, and the multipurpose/program room in the newer part of the facility. This similar air conditioning plan was implemented last year in part of the original facility and has provided more comfortable conditions this summer. This project does not include the addition of air conditioning in the housing units.

The proposal includes Gipe Engineering as the primary professional and Davis, Bowen and Friedel (DBF) as a subcontractor for architectural and structural professional services. The proposal fee for the professional services is \$582,000 plus expenses. In order to support the design the County will need to perform certain testing to include material analysis, roof sampling and moisture scanning. These tests are estimated to cost \$25,000 and would be contracted separately. Where systems are replaced energy savings of 20% are expected by incorporating more efficient equipment and energy recovery ventilation. Also, two optional services are listed to address more recent equipment failures that are not required as the equipment is being replaced on an emergency basis.

pg. 7-d

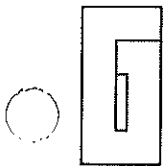
For the professional services to support the continued phased project at the Jail, County Commissioners approval is requested for the attached Gipe proposal in the amount of \$582,000 plus expenses and testing/support services estimated at \$25,000. Because the facility is continuously operating it is recommended to replace equipment before failure. Emergency equipment failures and repairs are more costly and disruptive to the operation.

Funding for this portion of the project is planned from fund balance and total project time is expected to be 3 to 4 years. Once detailed engineering is complete bidding for construction services may proceed.

Please contact me if there are additional questions.

Attachment

Cc: Warden Donna Bounds



Gipe Associates, Inc.
CONSULTING ENGINEERS

P.B. #: 19505

July 17, 2020

Mr. Bill Bradshaw, P.E., Building Administrator/County Engineer
County Commissioners of Worcester County, Maryland
1 W. Market Street
Room 1103, Government Center
Snow Hill, MD 21863

Project: Worcester County Detention Center – Phase II Renovations
Reference: Revised Scope and Agreement between Owner and Architect, AIA Document B101-2017

Dear Bill:

Enclosed is a revised Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 for the above referenced project. We have incorporated all of your and the attorney's comments into the same. Please review and have your attorney review.

To clarify, Gipe Associates, Inc. is the prime design professional with Davis, Bowen, and Friedel, Inc. working as a consultant to Gipe Associates, Inc. However, the architectural work will be designed by Davis, Bowen, and Friedel, Inc. and this agreement is being used with the understanding that Gipe Associates, Inc. is the prime design professional with Davis, Bowen, and Friedel, Inc. as the consultant.

In addition, I have added in the scope and optional fees for the load calculations/psychometric calculations for existing RTU #1/ERV #7 as Optional Service #1 and a separate Optional Fee #2 for the design/contract administration related to replacing RTU #1/ERV #7, including structural design for the same.

Please contact our office should you have any questions.

Sincerely,

GIPE ASSOCIATES, INC.

David R. Hoffman, P.E., C.P.D.; LEED AP
President

DRH/pvm

Enclosure: Revised Standard Form of Agreement between Owner and Architect with Exhibit A and B

1220 East Joppa Road
Suite 223
Towson, Maryland 21286
TEL 410.832.2420
FAX 410.832.2418

8719 Brooks Drive
Post Office Box 1147
Easton, Maryland 21601
TEL 410.822.8688
FAX 410.822.6306

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth (17th) day of July in the year Two thousand twenty (2020)

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County Commissioners of Worcester County, Maryland
1 W. Market Street
Room 1103 Government Center
Snow Hill, MD 21863
Contact: Bill Bradshaw, PE, Building Administrator/County Engineer
Telephone Number: 410-632-1200 ext 1150
Fax Number: 410-632-3008
Email: bbradshaw@co.worcester.md.us

and the Architect:
(Name, legal status, address and other information)

Gipe Associates, Inc.
8719 Brooks Drive
Easton, MD 21601
Contact: Dave Hoffman, PE, President
Telephone Number: 410-822-8688
Fax Number: 410-822-6306
Email: dhoffman@gipe.net

for the following Project:
(Name, location and detailed description)

Worcester County Detention Center - Phase II Renovations

Mechanical, (including heating, ventilation, and air conditioning), electrical (including power, interior lighting, and fire alarm,) plumbing, architectural design, structural design, and fire protection system design and contract administration for Worcester County Detention Center Phase II HVAC Renovations located in Snow Hill, Maryland.

Based on our site meeting on January 24, 2020 the M/E/P scope of work shall include the following as diagrammed and indicated on the enclosed air handling unit summary and floor plan (See Exhibits A & B):

1. Replacement of the heating and ventilation units that serve the "old side" housing units including the 1980 original housing units, 1988 cell block addition and the 1998 work release addition. This includes Work Release East, Work Release West, E-Block, D-Block, C-Block, A-Block, Maximum Security, Special Management #1/#2, 01, 02, 03-Blocks, and T-Block. The new HVAC units shall be heating and ventilating units with economizer cooling (ie: no mechanical cooling).
2. Replacement of rooftop unit serving the Work Release Management Area with a new rooftop unit that includes direct expansion (DX) cooling, hot water heat and

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- economizer cooling.
3. Air conditioning of the 1988 addition 01 & 02-Block corridors with rooftop units that include direct expansion (DX) cooling, hot water heat, and economizer cooling.
 4. Automatic temperature integration between the "new side" addition and the "old side" automatic temperature controls. A web-based browser shall be implemented and integrated with the Johnson Controls FX system that was installed by Modern Controls, Inc. under Phase I. A new server shall be specified to be installed in the "new side" and shall be interfaced with the ATC computer. Remote access and monitoring shall be mapped over to the Johnson Controls FX system that was installed in Phase I and the work in this Phase II.
 5. For all areas we are performing HVAC renovations in, we shall design new fire alarm devices. Expansion of the existing fire alarm system shall be provided as required.
 6. Replacement of the existing rooftop unit serving the "new side" multipurpose room with a new single zone VAV unit that includes direct expansion (DX) cooling, hot water heat, variable speed fans, energy recovery and economizer cooling. A new duct distribution system shall be provided to serve this room. The corridor adjacent to the "new side" multipurpose room shall be conditioned with ductwork from this new unit.
 7. The laundry make-up air unit that was designed under Phase I and was bid as an add alternate shall be incorporated into the base bid of this project.
 8. Where existing corridors need air conditioning, new rooftop units shall be provided with direct expansion (DX) cooling, hot water heat, and economizer cooling.
 9. All ductwork in the cell blocks including supply, return, and exhaust ductwork shall be replaced with new ductwork. All existing exhaust fans that serve the cell blocks shall be replaced or shall be incorporated into new energy recovery units.
 10. Piping and ductwork within the holding cell chases shall be replaced with new piping/ductwork.
 11. Existing showers in the "old side" shall be replaced and the rooms renovated excluding Work Release.
 12. A new supply duct shall be designed to provide air conditioning to the "Program Area Room" off of a new rooftop unit that will serve the 01-Block and 02-Block corridors. This new rooftop unit shall include DX cooling, hot water heat, and economizer cooling.
 13. Lighting- gym and other areas based on ceiling work.
 14. Water heater balancing on "old side" valving/circulation re-piping. "Old side" heating and boiler isolation valves shall be replaced.
 15. HVAC load calculations/psychrometric calculations for existing RTU #1 and ERV #7 in the "new side" (Optional Fee #1).
 16. MEP and structural design/contract administration for the replacement of existing RTU #1 and ERV #7 in the new side (Optional Fee #2).

Davis, Bowen, & Friedel, Inc. shall be a consultant to Gipe Associates to provide supporting architectural design and structural engineering services as described below:

ROOF REPLACEMENT AND INTERIOR/EXTERIOR RENOVATIONS

Roof Survey

1. Provide a visual survey of the areas of the roof proposed for coating or replacement.
2. Assist in the coordination of roof scanning and testing by an outside consultant. Review scanning and testing report and assist in the determination of which roofs should be replaced and which roofs can be coated, if any.

Design Drawings and Specifications:

1. Provide roof plan for the entire building indicating different areas for roof replacement, roof coating and phasing.
2. Provide roofing, insulation, wind speed, and attachment details, parapet wall details, coping details, roof drain details, scupper details, flashing details, equipment curb details, plumbing penetration details, and other miscellaneous roof penetration details.
3. Provide written technical specifications for bid documents.

Miscellaneous Architectural and Structural Services:

1. Provide specifications for replacement of doors and frames in the kitchen and restrooms.

2. Provide details and specifications for replacement of finishes in shower stalls excluding Work Release.
3. Provide specifications for cleaning and painting ten outdoor fresh air steel structures.

SUPPORT OF MECHANICAL UPGRADES

Architectural and Structural Services:

1. Provide base drawings of the existing building floor plan in CAD format.
2. Provide reflected ceiling plan where required.
3. Evaluate existing roof framing and roof dunnage as required for support of new rooftop equipment. Equipment to include HVAC in cell blocks, RTU in multipurpose room, RTU in corridors/office and laundry make-up air unit.
4. Provide structural details for roof penetrations.
5. Provide flashing details for equipment curbs as required.
6. Provide details for support of ducts on the roof.

We will also assist with providing support to obtain Maryland Grant Application and Delmarva Power Funding Grants.

The construction budget for the project is approximately \$8,000,000.00 to \$9,000,000.00. The square footage served by the new HVAC units is approximately 57,524 square feet. The additional square footage covered under the optional services for replacement of RTU#1 / ERV #7 in the "new side" is 15,000 square feet.

Our fee shall include demolition and new work documents including computer aided (CAD) drawings, and electronic specifications.

Gipe Associates will act as the Prime Design Professional with Davis, Bowen, and Friedel will provide architectural and structural engineering services as a consultant to Gipe Associates, Inc.

The Owner and Architect agree as follows:

(Paragraph Deleted)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Total Fee: Five Hundred eighty-two thousand dollars (\$582,000.00)

(Paragraphs Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in the Total Fee listed in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At a negotiated fee determined at the time of additional services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten Percent (10%)	Fifty-Eight Thousand Two Hundred Dollars (\$58,200.00)
Design Development Phase	Fifteen Percent (15%)	Eight-Seven Thousand Three Hundred Dollars (\$87,300.00)

Init.

Construction Documents Phase	Fifty-Five Percent (55%)	Three Hundred Twenty Thousand One Hundred Dollars (\$320,100.00)
Bidding & Negotiation Phase	Three Percent (3%)	Seventeen Thousand Four Hundred Sixty Dollars (\$17,460.00)
Contract Administration Phase	Seventeen Percent (17%)	Ninety-Eight Thousand Nine Hundred Forty Dollars (\$98,940.00)
Total Basic Compensation	One Hundred Percent (100%)	Five Hundred Eighty-Two Thousand Dollars (\$582,000.00)
Optional Service #1: HVAC Load Calculations Psychrometric Calculations for RTU #1 and ERV #7		Four Thousand Dollars (\$4,000.00)
Optional Service #2: Design/Contract Administration related to Replacing RTU #1 and ERV #7, including associated Structural/Roof Design		Fifteen Thousand Dollars (\$15,000.00)
Total Fee, including Optional Services		Six Hundred One Thousand Dollars (\$601,000.00)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Gipe Associates, Inc. hourly billing rates set forth below which involve salary, benefits, overhead, and profit:

1. Principals time at the fixed rate of two hundred forty-five dollars (\$245.00) per hour
2. Project Managers time at the fixed rate of one hundred fifty-five dollars (\$155.00) per hour
3. Project Engineers time at the fixed rate of one hundred fifteen dollars (\$115.00) per hour
4. Design Engineers time at the fixed rate of ninety dollars (\$90.00) per hour
5. Clerical time at the fixed rate of sixty-five dollars (\$65.00) per hour

(Table Deleted)

Davis, Bowen, & Friedel, Inc. hourly billing rates set forth below which involve salary, benefits, overhead, and profit:

1. Principals time at the fixed rate of \$190.00 per hour
2. Senior Architect time at the fixed rate of \$170.00 per hour
3. Architect time at the fixed rate of \$130.00 per hour
4. Senior Landscape Architect time at the fixed rate of \$170.00 per hour
5. Landscape Architect time at the fixed rate of \$130.00 per hour
6. Engineer time at the fixed rate of \$130.00 per hour
7. Construction Administrator time at the fixed rate of \$130.00 per hour
8. Senior Traffic Engineer time at the fixed rate of \$170.00 per hour
9. Traffic Engineer time at the fixed rate of \$130.00 per hour
10. GIS Specialist time at the fixed rate of \$105.00 per hour

11. Senior Surveyor time at the fixed rate of \$170.00 per hour
12. Surveyor time at the fixed rate of \$130.00 per hour
13. Senior Designer time at the fixed rate of \$115.00 per hour
14. Designer time at the fixed rate of \$100.00 per hour
15. CADD I time at the fixed rate of \$90.00 per hour
16. CADD II time at the fixed rate of \$80.00 per hour
17. 2 Man Field Crew time at the fixed rate of \$140.00 per hour
18. 3 Man Field Crew time at the fixed rate of \$175.00 per hour
19. GPS Unit (1 Man) time at the fixed rate of \$110.00 per hour
20. GPS Unit (2 Man Crew) time at the fixed rate of \$150.00 per hour
21. GPS Unit (3 Man Crew) time at the fixed rate of \$200.00 per hour
22. Resident Project Representative time at the fixed rate of \$90.00 per hour
23. Computer Graphics Designer time at the fixed rate of \$85.00 per hour
24. Computer Administrator time at the fixed rate of \$100.00 per hour
25. Clerical time at the fixed rate of \$60.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

(Paragraphs Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)



ITEM
20

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County


GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 27, 2020

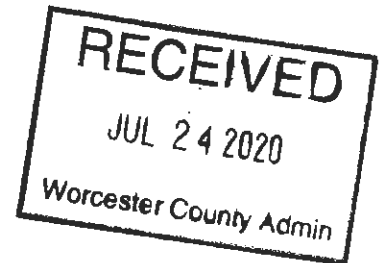
To: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant 

Subject: Diakonia, Inc. – CDBG Grant Amendment Extension

Attached for your review and approval is a 6 month extension of the MD-19-HI-2 grant agreement (Diakonia, Inc. Shelter Renovations). The grant was due to close in October 2020 and CDBG has granted Worcester County's request to extend the grant period through April 30, 2021. Due to the COVID-19 pandemic closing many businesses, indoor renovation could not be completed within the initial grant period. The 6 month extension will allow more time for the project completion.

July 20, 2020



The Honorable Joseph M. Mitrecic
President
Board of County Commissioners
Worcester County
One West Market Street
Snow Hill, MD 21863

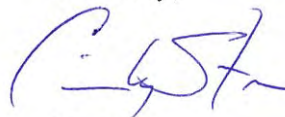
RE: Amendment
Maryland Community Development Block Grant (CDBG) Program
Grant Number: MD-19-HI-2 Diakonia Shelter Renovations

Dear President Mitrecic:

Enclosed are two copies of the Amendment to the Agreement between Worcester County and the State of Maryland. The Amendment provides additional time to complete grant activities. Please sign both copies of the Amendment and return them in the next five days. Once the amendment is fully executed, a copy will be sent to you for your records.

If you have any questions, please do not hesitate to contact me at (301) 429-7519.

Sincerely,



Cindy Stone
Director
Community Development Programs

Enclosures

cc: Kim Reynolds, County

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AMENDMENT TO GRANT AGREEMENT**

This amendment (the "Amendment") is entered into as of the date it is executed by DHCD (the "Effective Date") by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland, hereinafter referred to as "DHCD" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, a political subdivision of the State of Maryland, hereinafter referred to as the "Grantee."

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number MD-19-HI-2 dated January 28, 2019 (the "Agreement"); and

WHEREAS, pursuant to Sections 6 and 16 of the Agreement, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

- (1) The Project completion date set forth in section 6(b) of the Agreement shall be deleted, and April 30, 2021 shall be inserted in lieu thereof.
- (2) The Project Implementation Schedule set forth on Exhibit C shall be deleted in its entirety and replaced with the updated Project Implementation Schedule set forth on Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Project Implementation Schedule shall be resolved as set forth in Exhibit C-1.
- (3) Except as set forth in this Amendment and the amended Exhibit referenced above, the provisions of the Agreement and the Exhibits thereto shall remain in full force and effect.
- (4) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

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WITNESS our hands and seals, all as of the date first written above.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

Name and Title

By: _____ (SEAL)
Joseph M. Mitrecic
President

WITNESS:

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

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ___ day of _____, 2020.

Assistant Attorney General

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval

Date: October 4, 2018

Environmental

Review: To be completed and Release of Funds issued by December 31, 2018

Bidding/Award

Renovations: To be completed by February 2019

Renovations: On-going until completed

180 Day

Expenditure

Deadline: A minimum of 5% of grant funds must be expended by
April 20, 2019

Grant End Date: October 31, 2020

Amended

Grant End Date: April 30, 2021

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



ITEM
21

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
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COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

August 4, 2020

To: Harold Higgins, Chief Administrative Officer
County Commissioners of Worcester County

From: Kim Reynolds, Senior Budget Accountant

Subject: Worcester County Heroin Coordinator Grant Award FY2021

Attached is the Heroin Coordinator Grant Award and Acceptance for FY2021 for you review and approval. The grant has been awarded through the Governor's Office of Crime Control and Prevention in the amount of \$50,615.00 which is level funding from the previous year. This grant will allow the Worcester County Criminal Enforcement Team to maintain the coordination of entering all necessary data for drug investigations, drug seizures, drug arrests, heroin and opioid overdoses and other drug-related investigation activities.



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 03, 2020

Mr. Joseph M. Mitrecic
President
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

RE: MCIN-2021-0001

Dear Mr. Mitrecic:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County's Heroin Coordinator-Continuation**," in the amount of \$50,615.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Heroin Coordinator Program helps reduce existing gaps in services and fosters collaboration and cooperation among partner agencies and stakeholders in Worcester County. The current grant awarded Heroin Coordinator position is embedded in the Criminal Enforcement Team, the jurisdiction's Drug Task Force. This person has entered data related to drug investigations, drug seizures, drug arrests, heroin/opioid overdoses and other drug related investigative activities into HIDTA's Case Explorer. This person has regularly entered telephone records into the HIDTA Communication Analysis Portal (CAP). This person has regularly participated in various enforcement activities with the Criminal Enforcement Team related to the distribution of illegal narcotics including heroin and other opioids. The coordinator position has served all the jurisdictions of Worcester County. The budget for the continuation of the project will cover the personnel expenses and training required of the position.

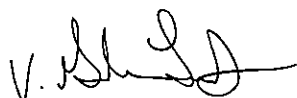
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

cc: Sergeant Nate Passwaters



8/3/2020

Governor's Office of Crime Control and Prevention



Control Number:

39601

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number:	MCIN-2021-0001	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	Worcester County's Heroin Coordinator- Continuation	
Implementing Agency:	Worcester County Board of County Commissioners	
Award Period:	07/01/2020 - 06/30/2021	CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$50,615.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$50,615.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Maryland Criminal Intelligence Network

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

- 1 Approved by the Governor's Office of Crime Control & Prevention (GOCCP) of the submitted application, and the sub-award that it has generated, is for the time period stated in this Sub-award Package and constitutes no commitment for the continuation of funding beyond that time period.
- 2 This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.
- 3 This sub-award is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the GOCCP website, as accepted by the Authorized Official on the official Award Acceptance document. GOCCP retains the right to add Special Conditions, if and when needed, during the life of the award period. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from GOCCP for grant funds, irrelevant of the funding source.
- 4 The original Award Acceptance document containing the original signature of the Executive Director of GOCCP must be signed, preferably in BLUE INK, by the Authorized Official noted on the submitted application. This document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Acceptance of this sub-award constitutes a commitment. Failure to comply will prevent program/project activity and result in the delay of reimbursement.

The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the sub-award.

- 5 The Notice of Project Commencement/Delay form must be signed (initialed in Section II, AND signed at the bottom) by the Project Director and must be uploaded in the Grants Management System (GMS) WITHIN 30 CALENDAR DAYS of the receipt of the award package. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by GOCCP.

NOTE: If the project will not commence within 30 calendar days of the Starting Date of the Period of Award, an explanation of the steps taken to initiate the project, the reason for delay, and the expected commencement date must be explained and justified on the Notice of Project Commencement/Delay Form in Section III. Failure to comply will result in delay of reimbursement.

ANY delay of your project AFTER submission of the Project Commencement/Delay Form will require the submission of a Grant Modification Form and approval by GOCCP. One blank Modification form is sent with every award package. For potential future modifications of any kind you may access the form through the GOCCP GMS.

Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

- 6 The Federal Civil Rights Questionnaire (FCRQ) and Certification Form are a post award process that occurs bi-annually (2011, 2013, etc), and are for federal funds only. Submission of certification is completed through online registration. These documents must be completed and returned, with any additional attachments (posters, complaint forms), to GOCCP within 90 CALENDAR DAYS of the receipt of the Award and may be uploaded electronically to GMS. For internal assistance please contact your Department of Human Resources, Personnel Department, Fair Practices, or internal Human Resource/Personnel contact. The FIRST PAGE of the actual questionnaire MUST reference only ONE sub-award number. This must always be the second page of your response packet, with a copy of the federal Certification Form being the first. The certification process must be completed online as the Office of Justice Programs (OJP) no longer accepts paper forms. The Certification Form and additional instructions may be obtained at <http://www.ojp.gov/about/ocr/eeop.htm>.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

7 The Start Date of the Period of Award is the earliest date that can be used as the project commencement date. No obligation or expenditure of funds is allowed prior to this date.

The sub-award may be terminated by one or both parties with written notice. If the sub-award is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses MUST be provided within 60 calendar days. Also see General Condition #35.

8 The sub-recipient must implement this project according to the goals, objectives, and plans as proposed, accepted, and set-forth in this sub-award.

9 The attached Budget Notice is made part of the final grant proposal and sub-award. Where this Budget Notice may have been modified from the project budget submitted in the original application, it represents final approved expenses for the project and governs expenditures accordingly.

All NEW project personnel supported with grant funding MUST BE HIRED WITHIN 45 CALENDAR DAYS of receipt of the sub-award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the sub-award package. If project personnel are not hired within 45 calendar days, project personnel ALLOCATIONS MAY BE DE-OBLIGATED at the discretion of GOCCP. Also see General Condition #14.

10 SUPPLANTING is the use of GOCCP grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this sub-award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with GOCCP grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

11 The sub-recipient's acceptance of this sub-award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award.

The sub-recipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this sub-award. Any requested change to this match (if applicable) must be submitted in writing on a GOCCP Grant Modification form and is subject to prior approval by GOCCP. Also see General Condition # 13.

12 All grant funds related to the sub-award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the sub-award period or any pre-authorized extension thereof.

Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the sub-recipient.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

- 13** ANY requests for changes or modifications of any kind to any portion of this sub-award **MUST BE SUBMITTED IN WRITING PRIOR TO OCCURRENCE** using the GOCCP GRANT MODIFICATION FORM and may not take place until the Authorized Official or Project Director receives written approval from GOCCP. Written approval is sent in the form of a Grant Adjustment Notice (GAN).

This includes, but is not limited to: 1) budget revisions of any type, including proposed expenditures in a budget category that was not previously approved in the application stage; 2) change to award period; 3) change to Project Director or Fiscal Officer; 4) change to staff specified in the personnel category; 5) change to scope of program; and 6) ANY change that was not approved when the funds were originally awarded.

These changes may not be requested via telephone, fax, or email. See the Grantee's Toolbox area of the GOCCP website for specific instructions: <http://www.goccp.maryland.gov/grants/grantee-toolbox.php>

- 14** ANY intended or proposed changes to Key Personnel whose salary is funded in whole or part by this sub-award **MAY NOT TAKE PLACE UNTIL** a Grant Modification Form has been signed by the Authorized Official or Project Director, and submitted to GOCCP 15 CALENDAR DAYS PRIOR TO the intended change AND written approval (Grant Adjustment Notice - GAN) has been sent by GOCCP to the requesting sub-recipient. In addition, accurate and identifiable time and attendance records must be maintained on-site for all personnel hired/employed under this project. See the Grantees Toolbox area of the GOCCP website. Look under the section entitled Time and Effort Reports (timesheets).
- 15** If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to GOCCP, acknowledging the replacement and signed by the person exiting the position. However, should said person have already vacated the position, then the letter must come from the entities actual Authorized Official, acknowledging the change and name of the replacement person. If documentation is available please attach it to the original letter (e.g. Executive Order, acknowledgement of election, Board notes acknowledging confirmation, etc.).
- 16** The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer.

To authorize an alternate signature, the person granting authorization for another party to sign on their behalf must submit a letter, on letterhead, to GOCCP with their original signature in blue ink. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.).

If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings, etc.

- 17** If the sub-recipient does not have written procurement guidelines, the sub-recipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <http://www.michie.com/maryland>.

Double click "MARYLAND CODE", select "STATE FINANCES AND PROCUREMENT", select "TITLE 13: SOURCE SELECTION, select: "SUBTITLE 1, 2, 3, or 4" based on applicability.

- 18** The submission of the Property Inventory Report Form (PIRF) is a requirement for any equipment that costs \$5,000 or more per unit cost, that is approved under this sub-award. The form is included in the Project Director's award package.

BPVP sub-awards are additionally referred to their Special Condition for the PIRF, all other conditions remain the same.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

- 19 The principal activities of this project may NOT be sub-contracted to another organization WITHOUT PRIOR APPROVAL by GOCCP. If prior approval was not obtained through the application process and is required after the program has been awarded, a Grant Modification Form must be submitted with detailed information and justification. Activities cannot occur until written approval in the form of a Grant Adjustment Notice (GAN) is received from GOCCP.
- 20 Sub-recipients are subject to the applicable requirements regarding the Drug Free Workplace of the governor's Drug and Alcohol Free Workplace executive order and implementing policies. This information may be obtained through the State of Maryland website at www.maryland.gov.
- 21 When issuing requests for proposals, bid solicitations, or other procurement requests, all sub-recipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.
- 22 When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the sub-recipient agrees that the source of funding of this project and the role of GOCCP must and will be clearly acknowledged. The sub-recipient will ensure that all publications resulting from this project will have the following language on the publication:

"The Governor's Office of Crime Control & Prevention funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."
- 23 GOCCP has the rights to reproduce, with attribution, and share any and all materials and documents generated as a result of this sub-award and project.
- 24 All sub-recipients are required to view the GOCCP Grants Management System (GMS) Training Videos, which can be accessed at: <http://www.goccp.maryland.gov/gms-training/>.

These videos provide step-by-step guidance through the online system, from application to reporting.

If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the GOCCP IT Staff at support@goccp.freshdesk.com.
- 25 The sub-recipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.
- 26 All GOCCP required forms must be generated by GOCCP or printed from the GOCCP web-based Grants Management System (GMS). Applications, and or reports, that are not in "Submitted" status online, will print with verbiage that includes the words "PENDING SUBMISSION." These forms will be rejected.

Rejected forms will be returned to the sub-recipient with a Notice of Dispute. The return of forms may delay programmatic and/or financial activity of this sub-award including, but not limited to, reimbursement of funds.
- 27 ALL Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the GOCCP web-based Grants Management System (GMS). Hard copies of reports are not required. Reports that are not in "Submitted" status online will have the words "Pending Submission" on them and will be returned with a Notice of Dispute.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

In accordance with policy, GOCCP may freeze the release of funds until a sub-recipient is current in the filing of all programmatic and financial reports.

8



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

28 PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GOCCP Grants Management System (GMS) on a quarterly basis. Hard copies of programmatic reports are not required. ** All programmatic reports (including matrix, DCTAT and PMT if applicable) are due NO LATER THAN 15 CALENDAR DAYS after the end of each quarter. This due date is PRIOR to submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30 reports due 10/15
- 10/01 - 12/31 reports due 01/15
- 01/01 - 03/31 reports due 04/15
- 04/01 - 06/30 reports due 07/15

In addition the GOCCP Regional Division Chief, Program Fund Manager, or Program Monitor, may request an Annual Progress Report. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

29 The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. In order to process a Financial Report, the Programmatic Reports must be in "Submitted" status.

The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to any financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned with a Notice of Dispute.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30 reports due 10/30
- 10/01 - 12/31 reports due 01/30
- 01/01 - 03/31 reports due 04/30
- 04/01 - 06/30 reports due 07/30

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

30 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be electronically submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports submitted with Programmatic reports cannot be processed for payment unless programmatic reports are in "Submitted" status online.

FINAL Financial Reports must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, the sub-recipient must email the Fiscal Specialist and copy the Regional Monitor stating that the report is not final.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. All final financials must be submitted within 60 days or GOCCP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written across the top of the report. The corrections must be actual expenditures, not the variance. New signatures and current dates are required and can the report can be either emailed to the Fiscal Specialist and copying the Regional Monitor or uploaded into the documents tab of the grants management system.

31 Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. Financial reports cannot be processed for payment unless programmatic reports are in "Submitted" status in the online system (GMS).

If late reporting occurs, the expenditure or obligation may become the responsibility of the sub-recipient.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

32 In accordance with policy, GOCCP will freeze the release of funds until a sub-recipient is current in the filing of all reports, submission of documentation, and have resolved any remaining Notices of Disputes or issues.

33 In order to verify the appropriateness of all grant fund related expenditures, the GOCCP program staff will monitor the use of grant fund proceeds as reported by sub-recipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this sub-award and other such standards as they apply, are being met.

At any time during normal business hours, and as deemed necessary by GOCCP, the sub-recipient shall make available to GOCCP, fund source agencies, or State Legislative Auditors, or any of their authorized representatives, any of the fiscal and/or program records for inspection and audit. Also see General Condition # 39.

34 GOCCP may allow or require that a sub-recipient report, and be reimbursed, in increments other than quarterly under such conditions that are deemed appropriate.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

35 The performance of work under this award may be terminated by GOCCP in accordance with this clause in whole, or in part, whenever GOCCP determines that such termination is in the best interest of the State.

If the sub-recipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the sub-award, GOCCP may terminate the award by written notice to the sub-recipient. The notice shall specify the acts or omissions relied upon as cause for termination.

All finished or unfinished supplies and services provided by the sub-recipient shall become GOCCP property. GOCCP will pay all reasonable costs associated with this program that the sub-recipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the sub-award. An accounting of the current quarterly and year-to-date expenditures must be provided within 60 calendar days of the termination date. Also see General Condition #7.

36 The sub-recipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The sub-recipient also agrees to include a provision similar to that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. Also see General Condition # 6 (above).

The sub-recipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors, to file a discrimination complaint directly with the Implementing Agency or Grantee (sub-recipient via complaint form), the GOCCP (prime recipient via website), and/or directly with the Maryland Commission on Human Relations, St. Paul Street, 9th Floor, Baltimore, MD 21201 (410-767-8600), the Baltimore Office of the U.S. Equal Employment Opportunity Commission (EEOC), 10 South Howard Street, 3rd Floor, Baltimore, MD 21201 (410-962-3932), or directly with the Office of Civil Rights Office of Justice Programs in Washington, D.C.

37 ALL submissions of ANY kind to GOCCP (U.S. mail, hand delivered, etc.), should be mailed to:

Governor's Office of Crime Control and Prevention
100 Community Place
Crownsville, MD 21032

38 All sub-recipients must have proper documentation to present to GOCCP upon request, to prove compliance with the following Audit Regulations that apply:

Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their sub-award.

Non-Profit Organizations that have gross income from charitable contributions of at least \$500K must have proof that they received an annual audit by a certified public accountant.

Non-Profit Organizations that have a gross income between \$200K - \$500K must have proof that they have been reviewed by an independent auditor.

Proof must be provided that each of the above reports has been submitted to the Secretary of State within 6 months of the end of the entity's fiscal year.

Non-Profits that have gross income of less than \$200K must provide proof that they filed a 990-Form to the IRS for their fiscal year.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

- 39 All financial and programmatic information and receipts/back-up documentation must be retained during the award period, and for 3 years from the date of last activity, for monitoring and auditing purposes, and be made available upon request.
- 40 The sub-recipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 41 The sub-recipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.
- 42 In addition to GOCCP's General (Post Award Instructions) and Special Conditions, the sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by GOCCP. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf
- 43 On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding newly enacted conference costs and reporting requirements ([http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_\(2\).pdf](http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_(2).pdf)).

In order to follow the federal guidelines, GOCCP will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the new federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

GOCCP may consider exceptions to this General Condition for non-OJP funded grants.

- 44 All sub-recipients of federal funds must comply (and will require any sub-contracts 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).
- 45 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.

- 46 No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 47 All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of GOCCP.



Grant Award - General Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

- 48** Sub-recipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 49** The 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>
- 50** Your entity falls under the following federal requirement: 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/eop.htm>.
- 51** Sub-recipients need to pay particular attention to the type of records that need to be maintained to support reimbursement claims for salaries, wages, and fringe benefits. Guidance can be referenced on page 70 of the OJP Financial Guide.

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include time sheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor.

When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

- 52** If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514 to be submitted to the Federal Audit Clearinghouse. If the audit discloses findings on GOCCP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.



Grant Award - Special Conditions

Grant Award Number:	MCIN-2021-0001	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Worcester County Board of County Commissioners
Project Title:	Worcester County's Heroin Coordinator- Continuation		

1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCCP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.

3 Throughout the award cycle, data must be entered into the CAP and Case Explorer systems.

4 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.

5 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

6 The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

7 The sub-recipient agrees to submit the final financial report to GOCCP on or before 30 days after the end of the award. If the reports are not received by this date, GOCCP will not be able to reimburse the sub-recipient for the expenditures. Additionally, the financials cannot be revised.



Budget Notice

Grant Award Number:	MCIN-2021-0001	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	Worcester County's Heroin Coordinator- Continuation	
Implementing Agency:	Worcester County Board of County Commissioners	
Award Period:	07/01/2020 - 06/30/2021	CFDA: STATE

Funding Summary	Grant Funds	100.0 %	\$50,615.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$50,615.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Heroin Coordinator	Fringe	Grant Funds	\$3,328.00
Heroin Coordinator	Salary	Grant Funds	\$47,287.00

Personnel Total: \$50,615.00

Approved: _____

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2020



Governor's Office of Crime Control and Prevention

Control Number: 39601

Regional Monitor: Jones, Quentin

Fiscal Specialist: Lee, Dorothy

Submitted Date:

Programmatic Reporting

Grant Award Number:	MCIN-2021-0001	
Sub-recipient:	Worcester County Board of County Commissioners	
Project Title:	Worcester County's Heroin Coordinator- Continuation	
Implementing Agency:	Worcester County Board of County Commissioners	
Award Period:	07/01/2020 - 06/30/2021	CFDA: STATE

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (1)

1	During the quarter, was all data entered into HIDTA's CAP and Case Explorer? Select 1 for yes and 2 for no.	
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Progress Report Questions (7)

1	Please explain how this award helped reduce crime and/or improve public safety in your jurisdiction.
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2	Describe in detail the Heroin Coordinator's activity/participation during this quarter.
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3	Please list any successes and/or best practices developed through this GOCCP funded program.
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4	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
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5	Is your agency following the spending plan described in your application? If not, please explain.
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6	If no funds or minimal funds (less than 25%) were expended during this reporting period please provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
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7	Please provide a brief narrative describing how the quarterly performance measures data is collected and what method or system is currently used to track the required measures for this award.
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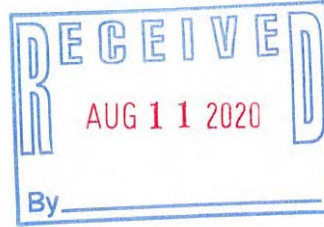
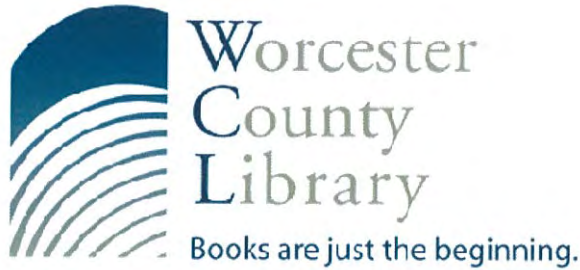
Signed: _____ **Date:** _____

Project Director - Passwaters, Nate

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

ITEM
22



To: Harold Higgins, Chief Administrative Officer
From: Jennifer Ranck, Library Director *JR*
Date: August 11, 2020
Re: FY 21 Certification for Cooperative Local-State Library Aid Programs

The library received the annual request from the Maryland State Library to certify the annual operating budget for the Worcester County Library Board for FY 2021. The County operating budget is 2,760,765 and State Aid for the library is \$170,290.

I request approval from the County Commissioners for the certification to be signed which will be forwarded to the Library for the Board of Library Trustees signature before sending to the State. I am available for any questions you may have.



Irene M. Padilla
Maryland State Librarian

25 S. Charles Street, Suite 1310 • Baltimore, Maryland 21201 • 667-219-4800

August 1, 2020

TO: Public Library Administrators

FROM: Irene M. Padilla

SUBJECT: Certification for State Aid - FY 2021

Enclosed is the **Certification for Cooperative Local-State Library Aid Programs for FY 2021**. In order to be eligible for its State Share of the minimum cooperative local-state library aid program, a county government must provide the required minimum contribution (§23-503 of the Education Article, Annotated Code of Maryland).

Please certify that the local contribution matches the required minimum contribution of the cooperative local-state library aid program as specified in column 11 of the final calculations for the Public Library Formula Program for Fiscal Year 2021 (attached). If you would also like to include the amount your county provides for Special or Capital Expenditures (such as matching amounts for county library capital grants or debt payments on library CIP projects) you may include it on the Other Expense line.

This certification must be signed and dated by the designated library and county officials.

Please return the signed certification form to Donna Liberto no later than **Friday, August 28, 2020** at donna.liberto1@maryland.gov. A scan of the signed form is acceptable.

Should you have any questions regarding this form, please free to contact Ms. Liberto.

Thank you.

Attachment

cc: Donna Liberto, Finance and Support Services Administrator

2



25 S. Charles Street, Suite 1310 • Baltimore, Maryland 21201 • 667-219-4800

CERTIFICATION FOR COOPERATIVE LOCAL-STATE LIBRARY AID PROGRAMS FY 2021

TO: Maryland State Library

We hereby certify that:

- I. The Board of Trustees of Worcester County has or will receive the monies noted below as county contributions for current operating expenses.
II. The Government of Worcester County has made an appropriation of monies equal to the total noted below as county contributions for capital expenditures.
III. The State share \$ 170,290 for this county will be utilized as noted below as State contributions.
IV. The distribution of monies will be:

Table with 3 columns: Expense Category, TOTAL COUNTY CONTRIBUTIONS, STATE SHARE. Rows include Current Expense and Other Expense.

DATE

FOR THE BOARD OF LIBRARY TRUSTEES

DATE

FOR THE COUNTY COUNCIL/COMMISSION OR CITY COUNCIL FOR BALTIMORE CITY

RETURN TO:

Donna Liberto Maryland State Library 25 S. Charles Street, Suite 1310 Baltimore, MD 21201 Donna.liberto1@maryland.gov

RETURN BY:

Friday, August 28, 2020

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



ITEM
23

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

MEMORANDUM

TO: Chief Administrative Officer Harold Higgins
FROM: Kim Moses, Public Information Officer
DATE: August 10, 2020
RE: All Hallows Episcopal Church Request for Letters of Grant Support

All Hallows Episcopal Church members are requesting two letters of support from the County Commissioners to include with applications they will be submitting for a Heritage Fund grant through Preservation Maryland and a Beach to Bay Heritage Area grant through the Lower Eastern Shore Heritage Council. Grant funds will be used to develop a Condition Assessment and Preservation Plan to protect and restore this historic church, which was constructed between the years 1748 and 1756 and to this day remains a focal point of the Snow Hill community.

Two draft letters supporting the All Hallows Episcopal Church grant requests are attached for Commission President Mitrecic to sign.

July 30, 2020

President Joe Mitrecic
Worcester County Commissioners
1 West Market street
Snow Hill, MD 21863

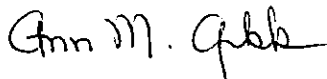
Dear Commissioner Mitrecic:

As Senior Warden of All Hallows Church in Snow Hill, I am requesting support from the County Commissioners as our church applies for two grants this fall. All Hallows Church is seeking grant funding to help it develop a professionally prepared *Condition Assessment & Preservation Plan*. Built in 1749, the church is in need of several major restoration projects that will preserve this treasure in Worcester County for many years to come. All Hallows Church was listed on the National Register for Historic Places in 1979 and remains a highly visible asset to the Town of Snow Hill.

I am attaching letters of support to the Lower Eastern Shore Heritage Area and Preservation Maryland. It is our hope that the Commissioners will sign these letters in support this effort by All Hallows.

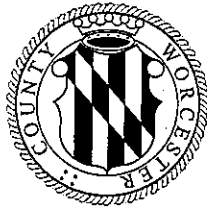
Thank you very much for your consideration for this request.

Sincerely,



Ann M. Gibb
Senior Warden of All Hallows Church

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



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195

August 18, 2020

Jessica Feldt
Preservation Initiatives Manager
Preservation Maryland
3600 Clipper Mill Road, Suite 248
Baltimore, MD 21211

Dear Ms. Feldt:

On behalf of the Worcester County Commissioners, I would like to express our support of the All Hallows Episcopal Church application for a Heritage Fund grant to be used to develop a comprehensive and professionally prepared Condition Assessment & Preservation Plan. The hope is that this encompassing plan will chart a course of action to meet the urgently needed preservation requirements to protect this aging historic church, which is a focal point of our community.

All Hallows is an excellent example of mid-18th century vernacular church architecture, few of which still remain. Even though additions and alterations have been made over time, the church still retains its original form and is a key-contributing resource within the Snow Hill Historic District. Construction was funded in 1748 by an act of the Maryland Colonial Assembly, which taxed tobacco for the church. Completed in 1756, All Hallows Episcopal Church has been in continuous use for more than 250 years and was added to the National Register of Historic Places in 1979. All Hallows also remains an active and significant parish as part of the Episcopal Diocese of Easton.

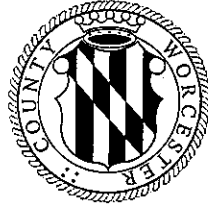
We thank you for your favorable consideration in awarding grant funds to support the historic preservation of the All Hallows Episcopal Church.

Sincerely,

Joseph M. Mitrecic
President

Citizens and Government Working Together

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



COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

August 18, 2020

Acting Director Lisa Challenger
Lower Eastern Shore Heritage Area Council
212 W. Main Street, Suite 309
Salisbury, MD 21801

Dear Ms. Challenger:

On behalf of the Worcester County Commissioners, I would like to express our support of the All Hallows Episcopal Church application for a Beach to Bay Heritage Area mini grant. The funds will be used to develop a comprehensive and professionally prepared Condition Assessment & Preservation Plan to meet the urgently needed preservation requirements to protect this aging historic church, which is a focal point of our community.

All Hallows is an excellent example of mid-18th century vernacular church architecture, few of which still remain. Even though additions and alterations have been made over time, the church still retains its original form and is a key-contributing resource within the Snow Hill Historic District. Construction was funded in 1748 by an act of the Maryland Colonial Assembly, which taxed tobacco for the church. Completed in 1756, All Hallows Episcopal Church has been in continuous use for more than 250 years and was added to the National Register of Historic Places in 1979. All Hallows also remains an active and significant parish, as part of the Episcopal Diocese of Easton.

We thank you for your favorable consideration in awarding grant funds to support the historic preservation of the All Hallows Episcopal Church.

Sincerely,

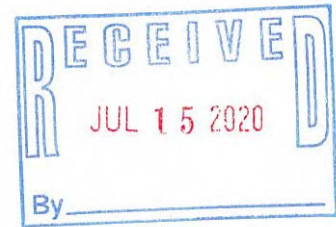
Joseph M. Mitrecic
President



Worcester County

HEALTH DEPARTMENT

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



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

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

MEMORANDUM

To: Kathy Whited

Date: July 14, 2020

From: David M. Beach II *DMB II*

RE: FY21 Core Public Health
Services Funding Agreement

Attached is the FY2021 Core Public Health Services Funding Agreement, which needs the signature of the Commissioner's President Joseph Mitrecic.

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

Thank you for your help.

REVIEWED *Kathy Whited*
Worcester County Budget Officer

MEMORANDUM

To: Rebecca Jones
From: David M. Beach II
Date: 07/13/2020
Subject: FY21 Core Public
Health Services
Funding

Dear Rebecca:

Attached is the FY21 Core Public Health Services Funding Agreement. This agreement is used to report our county match to Health Systems and Infrastructure Administration (Core). This form needs your signature and will be forwarded to the County Commissioners for their signature. Also attached is the approved FY21 County Budget.

Thank you,

David M. Beach II
Accountant Supervisor

Heather Barton

Heather Barton

7/14/2020

Date

Core Public Health Services Funding Agreement
July 1, 2020 through June 30, 2021

The Maryland Department of Health and Worcester County agree as follows:

1. The amounts listed below are State and local funding available for Core Local Health Services. The State share is limited to the expenditures declared eligible for matching in COMAR 10.04.01 Funding for Core Local Health Services.

(a) Maryland Department of Health shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	26.7287%		
State Match amount		\$1,143,712	
Additional State dollars for Core (COLA adjustment)		\$0	
Subtotal - State Share of match			\$1,143,712
Total STATE funds			\$1,143,712

(b) Worcester County shall provide funds as follows:

Match Percentage (%) LOCAL	73.2713%		
Required Match (local funds required for match)		\$3,135,254	
100% Local funds eligible for match (beyond match requirement)		\$1,887,478	
Subtotal		\$5,022,732	
100% Local funds (LHD) not eligible for match		\$661,065	
Total LOCAL funds			\$5,683,797
Total Funds			\$6,827,509

2. Political subdivision wishes to purchase biologicals through a master contract, which will be written annually by the State.

Yes

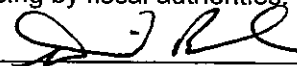
(yes or no)

3. Political subdivision elects to be paying agent for items other than salaries.

No

(yes or no)

4. Person authorized to approve bills before processing by fiscal authorities.


(SIGNATURE)

David M Beady II
(Print Name)

5. Political subdivision certifies that it will comply with the requirements of COMAR 10.04.01 Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIEN Subtitle 04 FISCAL Chapter 01 Funding for Core Local Health Services and materials for all actions up to the date of signature of this agreement have been furnished to the State Department of Health and Mental Hygiene or are attached to this document.

6. Political subdivision elects to audit State financial records.


No
(yes or no)

7. Advance plan and budget are acceptable to political subdivision.

Yes
(yes or no)

8. This award is based on anticipated State funding levels (General and Federal funds) and is subject to change. Written notification will be provided to the local health officer if funding levels are modified.

Date: _____
(Secretary, MDH)

Date: 7/14/2008 
(Local Health Officer)

Date: _____
(Local Executive Authority)

FY 2021 Approved Expense Budget - Health Dept

Account Number	Account Description	2021 Approved
EXPENSES		
Department: 1301 - Health Department		
6100.010	Administrative Expense-Administrative Expenses	3,000
6550.030	Building Site Expenses Carpet/VCT Cleaning	7,200
6550.040	Building Site Expenses Cleaning Contract	68,270
6550.050	Building Site Expenses Custodial Supplies	350
6550.060	Building Site Expenses Electricity	121,279
6550.070	Building Site Expenses Elevator Testing	2,500
6550.080	Building Site Expenses Fire Alarm Testing	2,350
6550.081	Building Site Expenses Fire Extinguishers	327
6550.085	Building Site Expenses Generator Fuel Oil	1,250
6550.090	Building Site Expenses General Maintenance Repairs	47,137
6550.100	Building Site Expenses Generator Services & Repairs	2,900
6550.110	Building Site Expenses Heating Fuel Oil	13,500
6550.120	Building Site Expenses Heating Propane	80,935
6550.124	Building Site Expenses HVAC Loop Water Treatment	2,250
6550.180	Building Site Expenses Pest Control/Termite Insp	1,375
6550.220	Building Site Expenses Security Alarm Monitoring	1,095
6550.230	Building Site Expenses Security System Expenses	75
6550.242	Building Site Expenses Sewage Pump Monitoring	500
6550.250	Building Site Expenses Sprinkler Testing	3,300
6550.255	Building Site Expenses Stormwater Utility Fee	200
6550.270	Building Site Expenses Telephone	48,779
6550.280	Building Site Expenses Tipping Fees	1,620
6550.300	Building Site Expenses Trash Removal	4,610
6550.310	Building Site Expenses Water & Sewer	4,200
7120.050	Other Non-Matching Expenses Health Dept Ocean City Apartment	15,840
7120.060	Other Non-Matching Expenses Health Dept On Call	26,468
7120.200	Other Non-Matching Expenses Local Management Board	10,000
7120.350	Other Non-Matching Expenses School Safety	189,755
7130.020	Matching Appropriation Health Department State Share	5,022,732
Department Total: 1301 - Health Department		5,683,797



ITFM
25

TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JENNIFER C. SWANTON, CPA
ASSISTANT FINANCE OFFICER

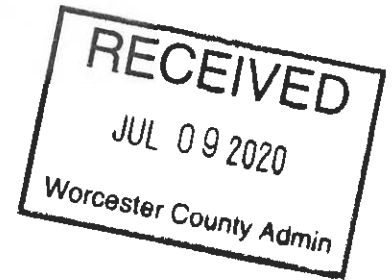
TO: Harold L. Higgins, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
RE: Tax Credit
DATE: August 2, 2020

I would like to request the County Commissioners authorize 100% tax credits totaling \$12,878.66 for the three Ocean City Chamber of Commerce properties attached pursuant to Section 9-325 of the Tax Property Code. Included with this request is a copy of the letter from the Chamber requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.



**The Greater Ocean City, Maryland
Chamber of Commerce, Inc.**



July 8, 2020

Worcester County Board of County Commissioners
Joseph Mitrecic, President
Room 1103 – Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear President Mitrecic:

We are in receipt of our property tax bills for 2020-2021, copies of which are enclosed for your convenience. I would like to request that the Board of County Commissioners grant property tax credits for the Greater Ocean City Chamber of Commerce for account numbers 10-012139, 10-011108, and 10-012147 pursuant to Tax-Property Article §9-325(a)(5) and reissue adjusted bills if necessary.

If you have any questions or require any additional information, please feel free to contact me at 410-213-0144. Thank you for your assistance in this matter.

Sincerely,

Nancy Schwendeman
Interim Executive Director

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012139	2020	07/01/20 - 06/30/21	3471 / 564	State Real Property	1,192,500	.112000	1,335.60
				County Real Property	1,192,500	.845000	10,076.63
MAP GRID PARCEL BILL YEAR BILL DATE 0026 0006 0392 27529 07/01/20				IF CHECKED CALL (410) 632-0686 EXT. 3 PRIOR YEAR TAXES DUE TAX SALE			
COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$0.845 - \$0.8278 = \$.0172				CONSTANT YIELD RATE INFORMATION			



14173 *****SCH 5-DIGIT 21872 T 41 P 1
 OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 12320 OCEAN GTWY
 OCEAN CITY, MD 21842-8688

TOTAL TAXES 11,412.23

PROPERTY DESCRIPTION
PARCEL A 15985 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2020	27529	07/01/2020	Jul	-50.38	11,361.85				
PARCEL A 15985 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR				Aug	0.00	11,412.23				
				Sep	0.00	11,412.23				
				Oct	57.06	11,469.29				
				Nov	114.13	11,526.36				
				Dec	171.18	11,583.41				
				Jan	285.30	11,697.53				
				Feb	399.44	11,811.67				
				LEVY PERIOD 07/01/20 - 06/30/21				IF CHECKED CALL (410) 632-0686 EXT. 3 PRIOR YEAR TAXES DUE TAX SALE		

MAIL WITH FULL ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 12320 OCEAN GATEWAY
 OCEAN CITY, MD 21842

02402082020600027529700011361854

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2020	27529	07/01/2020	Jul	-25.19	5,680.92				
PARCEL A 15985 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR				Aug	0.00	5,706.11				
				Sep	0.00	5,706.11				
				Oct	0.00	5,706.11				
				Nov	0.00	5,706.11				
				Dec	0.00	5,706.11				
				LEVY PERIOD 07/01/20 - 06/30/21				IF CHECKED CALL (410) 632-0686 EXT. 3 PRIOR YEAR TAXES DUE TAX SALE		

MAIL WITH SECOND SEMI-ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 12320 OCEAN GATEWAY
 OCEAN CITY, MD 21842

02402082020600027529700005680921

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT				
10012139	2020	27529	07/01/2020	Jul	-25.19	5,680.93				
PARCEL A 15985 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR				Aug	0.00	5,706.12				
				Sep	0.00	5,706.12				
				Oct	57.06	5,763.18				
				Nov	114.13	5,820.25				
				Dec	171.18	5,877.30				
				LEVY PERIOD 07/01/20 - 06/30/21				IF CHECKED CALL (410) 632-0686 EXT. 3 PRIOR YEAR TAXES DUE TAX SALE		

MAIL WITH FIRST SEMI-ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 12320 OCEAN GATEWAY
 OCEAN CITY, MD 21842

02402082020600027529700005680939

Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 012139

Owner Information

Owner Name: OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 Use: COMMERCIAL
 Principal Residence: NO
 Mailing Address: 12320 OCEAN GATEWAY OCEAN CITY MD 21842
 Deed Reference: /03471/ 00564

Location & Structure Information

Premises Address: 12320 OCEAN GATEWAY OCEAN CITY 21842-0000
 Legal Description: PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0026	0006	0392	10080.24	72E0				2019	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2003	6,210 SF		15,965 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		OFFICE BUILDING	/	C4			

Value Information

	Base Value	Value As of 01/01/2019	Phase-In Assessments As of 07/01/2019	As of 07/01/2020
Land:	354,900	322,900		
Improvements	855,600	869,600		
Total:	1,210,500	1,192,500	1,192,500	1,192,500
Preferential Land:	0			0

Transfer Information

Seller:	Date:	Price:
WILLIAM LARSON 1		\$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /03471/ 00564	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	PROPERTY & CHARGES	ASSESSMENT	RATE	AMOUNT	
10011108	2020	07/01/20 - 06/30/21	6234 / 329	State Real Property	317,300	.112000	355.38	
MAP	GRID	PARCEL	BILL#	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3			
0026	0006	0392	27447	07/01/20	County Real Property	317,300	.845000	2,681.19
CONSTANT YIELD RATE INFORMATION				COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$0.845 - \$0.8278 = \$0.0172				
				PRIOR YEAR TAXES DUE				
				TAX SALE				

14174SCH 5-DIGIT 21872 T 41 P 1
OCEAN CITY MARYLAND CHAMBER OF COM
12320 OCEAN GTWY
OCEAN CITY, MD 21842-9688

TOTAL TAXES	3086.57
PROPERTY DESCRIPTION	LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21284-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL#	BILL DATE	REPAID IN	DISC/INT	PAY THIS AMOUNT
10011108	2020	27447	07/01/2020	Jul	-13.40	3,023.17
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM				Aug	0.00	3,036.57
LEVY PERIOD: 07/01/20 - 06/30/21				Sep	0.00	3,036.57
IF CHECKED CALL (410) 632-0686 EXT. 3				Oct	15.19	3,051.76
PRIOR YEAR TAXES DUE				Nov	30.36	3,066.93
TAX SALE				Dec	45.55	3,082.12
				Jan	75.92	3,112.49
				Feb	106.27	3,142.84

MAIL WITH FIRST ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027447200003023173

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21284-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL#	BILL DATE	REPAID IN	DISC/INT	PAY THIS AMOUNT
10011108	2020	27447	07/01/2020	Jul	-6.70	1,511.58
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM				Aug	0.00	1,518.28
LEVY PERIOD: 07/01/20 - 06/30/21				Sep	0.00	1,518.28
IF CHECKED CALL (410) 632-0686 EXT. 3				Oct	0.00	1,518.28
PRIOR YEAR TAXES DUE				Nov	0.00	1,518.28
TAX SALE				Dec	0.00	1,518.28

MAIL WITH SECOND SEMI ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027447200001511583

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21284-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL#	BILL DATE	REPAID IN	DISC/INT	PAY THIS AMOUNT
10011108	2020	27447	07/01/2020	Jul	-6.70	1,511.59
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM				Aug	0.00	1,518.29
LEVY PERIOD: 07/01/20 - 06/30/21				Sep	0.00	1,518.29
IF CHECKED CALL (410) 632-0686 EXT. 3				Oct	15.19	1,533.48
PRIOR YEAR TAXES DUE				Nov	30.36	1,548.65
TAX SALE				Dec	45.55	1,563.84

MAIL WITH FIRST SEMI ANNUAL PAYMENT

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027447200001511591

5

Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 011108

Owner Information

Owner Name: OCEAN CITY MARYLAND CHAMBER OF COMMERCE INC
 Use: COMMERCIAL
 Principal Residence: NO
 Mailing Address: 12320 OCEAN GATEWAY
 Deed Reference: /06234/ 00329
 OCEAN CITY MD 21842-

Location & Structure Information

Premises Address: OCEAN GATEWAY
 OCEAN CITY 0-0000
 Legal Description: LOTS 1 37 38 39 40
 S SIDE R-50
 PL C LEWIS FARM

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0026	0006	0392	10080.24	72ME			1	2019	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			29,125 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Value	Phase-in Assessments
		As of	As of
		01/01/2019	07/01/2019
			As of
			07/01/2020
Land:	290,700	274,700	
Improvements	33,400	42,600	
Total:	324,100	317,300	317,300
Preferential Land:	0		0

Transfer Information

Seller: HARPER JOHN & KATHERINE HARPER & Type: NON-ARMS LENGTH OTHER	Date: 09/03/2013 Deed1: /06234/ 00329	Price: \$220,000 Deed2:
Seller: HARPER FRANK B & Type: NON-ARMS LENGTH OTHER	Date: 08/27/1986 Deed1: WCL /01210/ 00482	Price: \$0 Deed2:
Seller: HARRY N & EDITH B RUEBEL Type: NON-ARMS LENGTH OTHER	Date: 10/09/1964 Deed1: FWH /00181/ 00483	Price: \$0 Deed2:

Exemption Information

Partial Exempt Assessments:	Class		07/01/2019	07/01/2020
County:	000		0.00	
State:	000		0.00	
Municipal:	000		0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012147	2020	07/01/20 - 06/30/21	546 / 40	State Real Property	14,300	.112000	16.02
MAP GRID PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	14,300	.845000	120.84
0026 0006 0392	27530	07/01/20					
CONSTANT YIELD RATE INFORMATION	COUNTY RATE - CONSTANT YIELD = DIFFERENCE		PRIOR YEAR TAXES DUE				
	\$0.845 - \$0.8278 = \$0.0172		TAX SALE				

14172 *****SCH 5-DIGIT 21872
OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GTWY
OCEAN CITY, MD 21842-9688

T 41 P 1

TOTAL TAXES	PROPERTY DESCRIPTION
388.86	PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	PAID IN	DISC/INT	PAY THIS AMOUNT						
10012147	2020	27530	07/01/2020	Jul	-0.60	136.26						
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/20 - 06/30/21	IF CHECKED CALL (410) 632-0686 EXT. 3	PRIOR YEAR TAXES DUE	Aug	0.00	136.86				
						Sep	0.00	136.86				
						Oct	0.68	137.54				
						Nov	1.37	138.23				
						Dec	2.05	138.91				
						Jan	3.42	140.28				
						Feb	4.79	141.65				
						MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027530500000136267

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH SECOND SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	PAID IN	DISC/INT	PAY THIS AMOUNT						
10012147	2020	27530	07/01/2020	Jul	-0.30	68.13						
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/20 - 06/30/21	IF CHECKED CALL (410) 632-0686 EXT. 3	PRIOR YEAR TAXES DUE	Aug	0.00	68.43				
						Sep	0.00	68.43				
						Oct	0.00	68.43				
						Nov	0.00	68.43				
						Dec	0.00	68.43				
						MAIL WITH SECOND SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027530500000068130

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH FIRST SEMI-ANNUAL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	PAID IN	DISC/INT	PAY THIS AMOUNT						
10012147	2020	27530	07/01/2020	Jul	-0.30	68.13						
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD 07/01/20 - 06/30/21	IF CHECKED CALL (410) 632-0686 EXT. 3	PRIOR YEAR TAXES DUE	Aug	0.00	68.43				
						Sep	0.00	68.43				
						Oct	0.68	69.11				
						Nov	1.37	69.80				
						Dec	2.05	70.48				
						MAIL WITH FIRST SEMI-ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082020600027530500000068130

7

Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 012147

Owner Information

Owner Name: OCEAN CITY MD CHAMBER OF COMMERCE INC THE Use: COMMERCIAL
 Mailing Address: 12320 OCEAN GATEWAY OCEAN CITY MD 21842 Principal Residence: NO
 Deed Reference: /00546/ 00040

Location & Structure Information

Premises Address: OCEAN GATEWAY OCEAN CITY 21842-0000 Legal Description: PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0026	0006	0392	10080.24	7228			7	2019	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			833 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Value	Phase-in Assessments	As of
		As of	As of	07/01/2020
Land:	14,300	14,300	07/01/2019	
Improvements	0	0		
Total:	14,300	14,300	14,300	14,300
Preferential Land:	0			0

Transfer Information

Seller: JOHN DALE SHOWELL III	Date: 10/01/1976	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: FWH /00546/ 00040	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

DRAFT

RESOLUTION NO. 20 - ____

**RESOLUTION AUTHORIZING A 100% TAX CREDIT
FOR REAL PROPERTY OWNED BY THE
OCEAN CITY, MARYLAND CHAMBER OF COMMERCE, INC.**

BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that pursuant to Section 9-325 of the Tax-Property Article of the Annotated Code of Maryland that there is hereby granted a tax credit of 100% for real property owned by the Ocean City, Maryland Chamber of Commerce, Inc. for the July 1, 2020 tax year.

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

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

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



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
Kelly Rados, Director of Recreation and Parks *(Signature)*
DATE: August 10, 2020
SUBJECT: Memorandum of Understanding (MOU)-Mid Atlantic Amateur Sports Alliance (MAASA)

We are seeking approval for the Memorandum of Understanding between the Mayor and City Council of Ocean City, Maryland, Wicomico County, Maryland, and Worcester County, Maryland to continue the joint agreement of the Mid Atlantic Amateur Sports Alliance (MAASA). MAASA allows the three jurisdictions to link and leverage the combined assets of the three jurisdictions to attract and retain and build sports marketing events, with a focus on amateur athletics, to establish a national retention and grow the region’s economic impact.

Current MAASA events include the United States Specialty Sports Association (USSSA) Eastern World Series and the Beachfest Volleyball Tournament with We Build You Play.

Our annual contribution to the MAASA budget is \$6,000. Our portion of the bid fees for these two events average about \$10,315 each year for the USSSA Eastern Nationals and \$620 for the Beachfest Tournament. Bid Fees paid out are based on hotel room stays and not fields played on. Bid Fees for Worcester County continue to rise due to the increase of hotels being built, regardless if Worcester County fields and facilities are being used for play. In regards to rental fees generated from these two events, we average \$7,085 for the USSA World Series and \$3,106.25 for the Beachfest Tournament.

Please note the Beachfest tournament for 2020 was cancelled due to COVID. The USSSA tournament was held, but no Worcester County fields were used due to the decrease of teams that participated. Worcester County will still be responsible for their share of the Bid Fee for USSSA based on the hotel report that will come out on room usage.

Thank you, in advance, for your consideration of this request. Please do not hesitate to contact me at (410) 632-2144, extension 2505, should you have questions or need additional information. Should you have any questions, please feel free to reach out at your convenience.

Attachment

AGREEMENT BETWEEN THE
MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND, WICOMICO COUNTY,
MARYLAND AND WORCESTER COUNTY, MARYLAND

MID-ATLANTIC AMATEUR SPORTS ALLIANCE (MAASA)

An Agreement (“Agreement”) made on the ___ day of _____, 2020, between the Mayor and City Council of Ocean City, Maryland, a municipal corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the “Town,” County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as “Worcester,” and Wicomico County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as “Wicomico,” each hereinafter also individually referred to as “Party” and collectively referred to as the “Parties” to establish the Mid-Atlantic Amateur Sports Alliance (MAASA).

RECITALS

Whereas, the Parties recognize the benefits of attracting, retaining, and building sports events, with a focus on amateur athletics to grow the region's economy and reputation as a premiere destination; and

Whereas, the Parties also undertake in varying degrees the promotion and support of sports events, focusing on amateur athletics; and

Whereas, the Parties find mutual benefit in the creation, operation and funding of the Alliance, they elect to enter into this Agreement for the purpose of defining the Parties' on-going roles regarding the operation and funding of the Alliance.

Therefore, the Parties mutually agree as follows:

AGREEMENT

I. PURPOSE

- A. To link and leverage the combined assets of Ocean City, Maryland, Wicomico, and Worcester Counties to attract, retain, and build sports events, with a focus on amateur athletics to grow the region's economy and reputation as a premiere destination. These events will be large in scope requiring facilities & accommodations which exceed the Parties' individual inventories. This Agreement does not prohibit or restrict the ability or right of any party to individually market their respective jurisdictions, facilities and assets. All Parties must agree to accept an event as a MAASA-funded one.
- B. To establish the duties and responsibilities of the Parties in the operation and funding of MAASA.

II. DURATION OF AGREEMENT

The term of this Agreement is July 1, 2020, through June 30, 2021, unless otherwise terminated as provided herein, and may be extended on a yearly basis thereafter upon written mutual consent of the Parties.

III. TERMINATION OF AGREEMENT

- A. If a party chooses not to extend this Agreement for the next fiscal year, then the Parties shall notify the other Parties in writing no later than March 1st of any given year, so that the remaining Parties have time to determine how to proceed for the following fiscal year. Upon one Party giving notice of termination to the other Parties as provided for herein, current activity and future obligations shall continue through the current contractual year.
- B. If two or more Parties decide not to extend this Agreement for the following fiscal year, then all activity of MAASA will be suspended immediately until such time as the Parties further mutually agree to proceed or until the Agreement terminates.
- C. Termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve any party of its obligations previously incurred. For example, if two or more Parties refuse to extend the Agreement on March 1, 2021, but the parties have previously entered into a contract with respect to a tournament occurring on August 1, 2021, the Parties' obligation with respect to the tournament will continue notwithstanding that MAASA has been discontinued.
- D. In the event, unexpended and unencumbered MAASA operating budget funds are held within Wicomico County's Tourism Budget at the time MAASA terminates, it shall be divided and refunded in proportion to the amount contributed by each party.
- E. Upon termination of two Parties, the name and brand of the Mid-Atlantic Amateur Sports Alliance (MAASA) shall be abandoned and will not be used by any party for marketing sports events in its respective jurisdiction.

IV. DUTIES

The Ocean City Tourism Director, Worcester County Director of Recreation and Parks and Wicomico County Director of Recreation, Parks and Tourism shall:

- Develop strategic plans;
- Prepare an annual operating budget;
- Develop and adhere to event procurement protocols in order to clearly outline parties' roles and responsibilities;
- Respond to requests and develop proposals;
- Provide group room blocks, rates; and
- Provide information as requested by event organizers including the availability and cost of facilities.

- Shall collectively determine which events should be labeled as MAASA events.
- Determine a primary host that will be responsible for funding and operating individual event budgets.

V. FINANCIAL

- A. The Parties will each contribute \$6,000 annually to fund the FY operating budget.
- B. Funds from the operating budget shall be used to maintain a web page, provide marketing collateral, promotional material and sales. Such expenditures shall be approved by a majority vote of the Ocean City Tourism Director, Worcester County Director of Recreation and Parks and the Wicomico County Director of Recreation, Parks and Tourism.
- C. Annual operating budgets shall be submitted to the Town of Ocean City Office of Tourism, Worcester Department of Recreation, Parks and Wicomico County Department of Recreation, Parks & Tourism by January 15th of each year and shall operate on a fiscal year beginning on July 1st.
- D. Funds shall be used to market and sell this alliance to organizers of amateur sports events. These funds shall be administered by Wicomico County within its Tourism Budget in a specific account designated for MAASA. Wicomico County shall not use these funds for any other purpose.
- E. Wicomico County shall prepare financial statements quarterly and annually, which will be submitted to each of the Parties.

VI. EVENT PROCUREMENT

- A. Funding needed to obtain and retain events (bid fees) shall be shared by all Parties in proportion to the hotel rooms booked within each jurisdiction. This funding would come from the operating budget of each Party and be subject to the appropriation process of each Party. These funds would be above and beyond the annual operating budget contribution of \$6,000.
- B. Funding will be estimated and agreed upon by all Parties before submitting a proposal to the event organizer and reconciled 60 days following the event's last day. Final reconciliation will be based upon a hotel occupancy report generated through participant surveys, Wicomico County's hotel room booking service and/or the event organizer.
- C. Estimated funding for the United States Specialty Sports Association Eastern World Series will remain as follows: Wicomico County 60%, Ocean City 35% and Worcester County 5%. Actual funding required by each Party will be determined and reconciled once the hotel rooms booked in each jurisdiction is known.

VII. THIRD PARTY BENEFICIARY

The Parties do not intend there to be any third-party beneficiary to this Agreement.

VIII. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

Steve Miller, Director
Wicomico County Department of Recreation, Parks & Tourism
8480 Ocean Highway
Delmar, Maryland 21875

Jessica Waters, Acting Director
Town of Ocean City Office of Tourism
4001 Coastal Highway
Ocean City, Maryland 21842

Tom Perlozzo, Director
Worcester County Department of Recreation & Parks, Tourism and Economic
Development
6030 Public Landing Road
Snow Hill, Maryland, 21863

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

VIX. WAIVER

No waiver by the Parties of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

X. AMENDMENT

The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each agency, and executed by the duly authorized official of each Party.

XI. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be three (3) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the Parties, each such signed original shall constitute an Agreement binding upon all Parties.

XIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.

XV. COUNTERPARTS

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

XVI. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a Maryland mediator agreed upon by the Parties to the dispute. The cost of said mediator shall be shared equally among the disputing Parties. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Wicomico County, Maryland.

ATTEST:

WICOMICO COUNTY, MARYLAND

Wicomico County

TOWN OF OCEAN CITY, MARYLAND

Doug Miller
City Manager

ATTEST:

WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic
President



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
Kelly Rados, Director of Recreation and Parks (initials)
DATE: August 10, 2020
SUBJECT: Memorandum of Understanding (MOU)-Mid Atlantic Amateur Sports Alliance
(MAASA) and We Build You Play Sports, LLC

We are seeking approval for the Memorandum of Understanding between the Mayor and City Council of Ocean City, Maryland, Wicomico County, Maryland, Worcester County, Maryland and We Build You Play Sports Group, LLC. The MOU allows MAASA and We Build You Play Sports Group, LLC to work cooperatively to hold the Beachfest Volleyball Tournament in the Town of Ocean City, MD, Worcester County, MD, and Wicomico County, MD in 2021, 2022 and 2023.

MAASA just completed the last Beachfest MOU for 2018, 2019, 2020. The Beachfest Volleyball Tournament was held successfully in 2018 and 2019, but was not held in 2020 due to COVID. The proposed MOU includes increased bid fees option for We Build You Play Sports Group, LLC based on the number of teams that are registered for the tournament, outside of a 60-mile radius. Should the promoter not use our recreation center, we would readdress things as needed. We do recommend the appropriate out clause to be added by our county attorney.

Thank you, in advance, for your consideration of this request. Please do not hesitate to contact me at (410) 632-2144, extension 2505, should you have questions or need additional information.

Attachment

MEMORANDUM OF UNDERSTANDING

MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND, WORCESTER COUNTY, MARYLAND, WORCESTER COUNTY, MARYLAND AND WE BUILD YOU PLAY SPORTS GROUP, LLC.

This memorandum of understanding (the "MOU") is made this ____ day of _____, in the year _____, by and between The Mayor and City Council of Ocean City, Maryland, a municipal corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the "Town", County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as "Worcester", and Wicomico County, Maryland, a body corporate and politic of the State of Maryland, herein after referred to as "Wicomico", each hereafter referred to as the "Event Hosts" and We Build You Play Sports Group, LLC, hereafter referred to as the "Event Organizer."

RECITALS

The Event Hosts and the Event Organizer intend to work cooperatively to hold the Beachfest Volleyball Tournament in the Town of Ocean City, Maryland, Worcester County, Maryland and Wicomico County, Maryland in 2021, 2022 and 2023.

The parties enter into this MOU to set forth their mutual understanding on what roles each organization shall fulfill in planning and conducting the event(s).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby agree as follows:

- 1) The Recitals to this Agreement are incorporated by reference in and made a substantive part hereof.
- 2) Scheduled events.
 - a) The 2021 Beachfest Volleyball Tournament shall take place May 8-9, 2021.
 - b) The 2022 Beachfest Volleyball Tournament shall take place May 7-8, 2022.
 - c) The 2023 Beachfest Volleyball Tournament shall take place May 13-14, 2023.
 - d) Additional dates or transfer of dates may be completed by mutual consent of the Event Organizer and the Event Hosts under the same conditions in this MOU, pending Facility Host availability.
- 3) Obligations, Duties and Responsibilities of Event Organizer. The Event Organizer shall:
 - a) Insurance Requirements.
 - i) Event Organizer shall obtain and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name Event Hosts, its employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with the County 60 days prior to the event dates, providing coverage in the amount of \$1,000,000 per person and \$2,000,000 per

- accident/incident and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- ii) Event Hosts shall in no way have responsibility for Workers' Compensation Insurance for individuals that are contracted and paid directly by the Event Organizer.
 - iii) All insurance policies shall have a minimum 60 days notice of cancellation. Immediate written notice to the Event Hosts shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
 - iv) When insurance coverage is renewed Event Organizer shall provide new certificates of insurance prior to expiration of current policies.
- b) Compliance with Law. The Event Organizer hereby represents and warrants that:
- i) It has the power and authority to enter into and perform the contract, that the contract, when executed and delivered, shall be a valid and binding obligation of Event Organizer enforceable in accordance with its terms;
 - ii) Its performance under the MOU shall be in a safe, good and workmanlike manner and in accordance with the professional standards;
 - iii) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - iv) It is not in arrears in the payment of any obligations due and owing the Town of Ocean City, Maryland, Worcester County, Maryland and Wicomico County, Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this MOU;
 - v) It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU;
 - vi) It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this MOU;
 - vii) It shall accept the Facility Host as is and releases, discharges and waives the Event Host from any and all rights of action, either legal or equitable, which the Event Organizer has or ever may have against the Event Host by reason of use of the said site, excepting only any such injury or damage resulting from the gross negligence or willful misconduct of the Event Host.
- c) Event Organizer shall abide by any rules and regulations set forth by the Facility Hosts. Event Organizer shall be responsible for any and all damages to the Facility Host and any other facilities used, caused by the acts or omissions of the Event Organizer, Event Organizer's agents, volunteers, employees, patrons, or guests, whether accidental or otherwise. The Event Organizer further agrees to leave the facilities in the same condition as existed on the date that possession thereof commenced.
- d) Solicit and register teams who shall participate in the event(s), manage all event communication with potential and registered teams, report on the number of registered teams as requested and submit a final report reflecting the number of participating teams to the Event Hosts within (10) days of event's end.
- e) Prepare and submit a detailed housing report to the Event Hosts monthly from January to May and within thirty (30) days following the completion of the event demonstrating hotel participation and room night pick-up per property.

- f) Ensure that all Hotel Properties located in the Town of Ocean City, Maryland, Worcester County, Maryland, and Wicomico County, Maryland are afforded the opportunity to participate in the event.
- g) Submit a list of event rules and policies to the Event Hosts (4) weeks prior to the start of the event that may impact Facility Host and its operations. Examples may include but are not limited to gate admission, cooler policies, time limits on games, bathroom facilities, field preparation requirements, etc.
- h) Provide Event Hosts to display banners and signage at all facilities including but not limited to Mid Atlantic Amateur Sports Alliance (MAASA) and Maryland Sports signage.
- i) Schedule and host games at a minimum of one (1) facility per jurisdiction between the Event Hosts of the Town of Ocean City, Maryland, Worcester County, Maryland and Wicomico County, Maryland pending appropriate facility availability. The schedule shall reflect an effort on the Event Organizer's part to schedule teams with the intention of maxing out all available facilities per year of the agreement.
- j) Recognize MAASA as a major event partner in all marketing efforts including press releases, interviews, social media posts, etc.
- k) Prepare and administer game scheduling and conduct direct communication with teams leading up to and during the event regarding game schedules and possible schedule changes. The schedule layout shall be finalized and sent to the Event Hosts at least seven (7) days prior to the start of the event.
- l) Provide, compensate and oversee a trained and professional staff to administer all aspects of the tournament and surrounding events. This shall include and not be limited to team disputes, scheduling and all event-related issues that arise.
- m) Arrange for, provide, and compensate all referees, including their hotel stays.
- n) Event Organizer is responsible for all costs and expenses in connection with the tournament.

4) Obligations, Duties and Responsibilities of Event Hosts. The Event Hosts shall:

- a) The Event Hosts shall each share in payment of the total bid fees due pursuant to Section 5.b of this Agreement, in accordance with the following:
 - i) The Event Organizer will provide a final housing report indicating the number of nights and location of all hotel rooms booked in connection with the tournament.
 - ii) The Event Hosts shall share the bid fee pro rata based on the total number of nights booked in each jurisdiction compared to the total number of nights booked in all three jurisdictions.
- b) In addition, the Town of Ocean City, Maryland, shall:
 - i) Assist the Event Organizer in securing Facility Hosts within The Town of Ocean City, Maryland as required for tournament play and surrounding events mutually agreed upon by Event Host and Event Organizer.
 - ii) Provide event information to the Event Organizer for posting on the Event Organizer's website. Information shall be mutually approved by both parties and include dates and locations, facility amenities, and/or other related materials.

c) In addition, Worcester County, Maryland, shall:

i) Assist the Event Organizer in securing Facility Hosts within Worcester County, Maryland as required for tournament play and surrounding events mutually agreed upon by Event Host and Event Organizer.

ii) Provide event information to the Event Organizer for posting on the Event Organizer's website. Information shall be mutually approved by both parties and include dates and locations, facility amenities, and/or other related materials.

d) In addition, Wicomico County, Maryland, shall:

i) Assist the Event Organizer in securing Facility Hosts within Wicomico County, Maryland as required for tournament play and surrounding events mutually agreed upon by Event Host and Event Organizer.

ii) Provide event information to the Event Organizer for posting on the Event Organizer's website. Information shall be mutually approved by both parties and include dates and locations, facility amenities, and/or other related materials.

iii) Assist the Event Organizer in securing labor (at Event Organizer's expense) for event set up and tear down in all facilities utilized by the event.

iv) Assist the Event Organizer with on-site support including supervision and management of labor for set up and tear down in facilities that have been mutually agreed upon between Event Organizer and Event Host.

v) Assist the Event Organizer with marketing support from MAASA through press releases, social media channels and other promotional avenues to grow awareness and support of the event.

5) Financial Terms

a) The Event Organizer will be responsible for the administration and execution of the event budget and the obligations set forth herein.

b) The Event Hosts will pay the Event Organizer a bid fee for each team participating in the event that is outside a 60 mile radius from the center of Salisbury, Maryland, as follows:

i) \$100/team registered outside a 60 mile radius from the center of Salisbury, Maryland if registration is 250 total teams or less.

ii) \$115/team registered outside a 60 mile radius from the center of Salisbury, Maryland if registration increases to over 250 total teams, but less than or equal to 275 teams.

iii) \$130/team registered outside a 60 mile radius from the center of Salisbury, Maryland if registration increases to over 275 total teams, but less than or equal to 300 teams.

- iv) \$145/team registered outside a 60 mile radius from the center of Salisbury, Maryland if registration increases to over 300 total teams.
- v) Final payment shall be made within 30 days of the Event Hosts receiving the final housing report.
- vi) Payment shall be made directly from each Event Host to Event Organizer for the appropriate portion of the bid fee payment.

6) Termination; Limitations

- a) This MOU may terminated by the Event Organizer upon written notice to the County received on or prior to January 1, 2021.
- b) If funds are not available for any fiscal period of this Agreement after the first fiscal period, then this Agreement will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Agreement will be to discharge both the Event Organizer and the Event Hosts from future performance of the Agreement but not from their rights and obligations existing at the time of termination. The Event Organizer will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The Event Hosts will notify the Event Organizer if it has knowledge that funds are not available for the continuation of this Agreement for a fiscal period beyond the first period.
- c) If this Agreement is terminated or the event does not occur, then the Event Hosts will not be obligated to pay any bid fees set out in Section 5.
- d) Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or
- e) Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract, in whole or in part, 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 work or costs incurred by the Event Organizer up to the date of termination, but the Event Organizer will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- f) Limitation on Obligations of Wicomico County. Wicomico County's total payment obligations hereunder after the fiscal year in which this agreement is entered cannot exceed \$50,000 unless such limit is waived or increased by the approval of the Wicomico County Council by resolution.

7) Miscellaneous Provisions.

- a) Time is of the essence. Time is of the essence in Event Organizer and Event Hosts' performance of each and every obligation and duty under this MOU;
- b) Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Maryland and Wicomico County without regard to principles of conflicts of law;
- c) Notice. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

Steve Miller, Director
Wicomico County Department of Recreation, Parks & Tourism
8480 Ocean Highway
Delmar, Maryland 21875

Jessica Waters, Acting Director
Town of Ocean City Office of Tourism
4001 Coastal Highway
Ocean City, Maryland 21842

Tom Perlozzo, Director
Worcester County Department of Recreation and Parks, Tourism & Economic Development
6030 Public Landing Road
Snow Hill, Maryland, 21863

Richard Comly, Jr, President
We Build You Play Sports Group, LLC.
P.O. Box 1906
Berlin, MD 21811

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

- d) Whole Contract. This MOU constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract;
- e) Amendment. The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved as required by law for the governmental unit in question, and executed by the duly authorized official of each Party.
- f) Attorneys' Fees and Costs. All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.
- g) Counterparts. This MOU may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- h) Document Execution and Filing. The Parties agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the Parties, each such signed original shall constitute an Agreement binding upon all Parties.

- i) Severability. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- j) Relationship. It is understood that none of the Event Hosts has any ownership in the Event Organizer's enterprise and that this contract shall not be constructed as a joint venture or partnership between any of the parties hereto. Further, the Event Organizer is not and shall not be deemed to be an agent or representative of any of the Event Hosts.
- k) Disputes. Disputes among the Parties regarding this Agreement shall be referred to mediation using a Maryland mediator agreed upon by the Parties to the dispute. The cost of said mediator shall be shared equally among the disputing Parties. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Wicomico County, Maryland.
- l) Indemnification. The Event Organizer will indemnify each Event Host, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance, or failure to perform, of any of the Event Organizer's obligations, duties and responsibilities under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Event Organizer's agents or employees, except that it is not applicable to an Event Host for injury, death, or damage to the property arising from the sole negligence of such Event Host, its officers, agents, or employees.

- m) Nondiscrimination. Event Organizer may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, perceived disability, or other characteristic protected by law and that such provision will be incorporated into all subcontracts entered into by the Event Organizer in connection with this Contract.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding on the date first above-mentioned.

ATTEST:

WICOMICO COUNTY, MARYLAND

R. Wayne Strausburg
Director of Administration

Bob Culver
County Executive

ATTEST:

TOWN OF OCEAN CITY, MARYLAND

Doug Miller
City Manager

ATTEST:

WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic
President

WE BUILD YOU PLAY, LLC

Richard Comly, Jr.
President

Please sign and mail the original copy of this document and the enclosed contract to:
Kristen Goller, P.O. Box 2333, Salisbury, MD 21804

KATHRYN CAUSEY
Director
kcausey@co.worcester.md.us

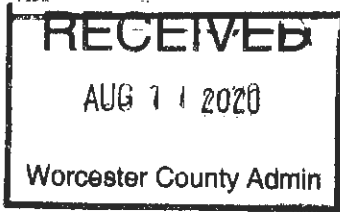
100 Pearl Street Suite B
Snow Hill, Maryland 21863
Phone: 410-632-3112
Fax: 410-632-5631

LACHELLE SCARLATO
Deputy Director
lscarlato@co.worcester.md.us

ITEM
28



DEPARTMENT OF
ECONOMIC DEVELOPMENT



Worcester County

TO: Worcester County Commissioners
FROM: Tom Perlozzo, Director of Recreation & Parks, Tourism, Economic Development
Kathryn Causey, Director of Economic Development *KS* & *T.P.*
DATE: August 11, 2020
RE: Riverboat Operation - Economic Activity on the Pocomoke River Concept

Worcester County Economic Development had planned to present several concepts and ideas for consideration during the budget process to continue its efforts to make Worcester County a better place to live work and play, but unfortunately, COVID changed things. Those efforts included opportunities that would resonate all over the county and more importantly stimulate opportunities in Snow Hill and Pocomoke.

We understand the sensitivity of our current status, but felt the commissioners should become aware of the potential opportunity that can contribute to the start of year round stimulus utilizing Worcester County's gem, the Pocomoke River. The opportunity can drive jobs, tourism and heritage efforts along the river captivating experiences that cannot be duplicated in other parts of the county.

It's a riverboat watercraft designed for inland navigation. Our access has provided an option for a luxury tour, dining, entertainment, potential gaming and other enterprises. This boat can offer accommodation, food service, and entertainment while providing a scenic and relaxing trip along the river. The Pocomoke River is a natural resource used frequently for many outdoor activities such as kayaking, paddle boarding, fishing, and boating, creating the right opportunity for a riverboat tour operation to succeed.

While Ocean City is somewhat limited to summer, the riverboat concept can be run year round whether in port or cruising. It is a destination attraction opportunity for locals and visitors to view our county and its natural lands and waterways from a new perspective. It can allow for a unique venue for local events such as lunch/dinner cruises, corporate events, non-profit fundraising, sightseeing, and more while cruising up and down the Pocomoke River. A riverboat on the Pocomoke River has the potential to increase tourism traffic and visitor spending in downtown Pocomoke City and Snow Hill supplying hundreds of guests to each downtown area.

Worcester County welcomes approximately 8 million visitors a year with the majority seen in the summer months. Not all days are spent on the beach; many families are travelling inland within Worcester, discovering the natural beauty of our county through outdoor recreation activities. An attraction such as this appeals to our existing target market and has the potential to tap into new targets. We estimate that the attraction can bring 500 visitors to downtown Pocomoke City and Snow Hill daily/weekly it also has the potential to create additional riverboats entering the county.

From a tourism, recreation and economic development perspective, we are encouraged at the potential of a year-round riverboat tour operation. The opportunity can supply direct jobs and indirect employment year round. The riverboat will support our small businesses located within each town.

We understand the cost of acquisition and operation are not provided, however, we are confident that both public and private partners are excited about the opportunity. Worcester County Economic Development has the opportunity to acquire a small grant for the project as well as researching other state funding programs including the potential partnership with Pocomoke City and Snow Hill. With this, I respectfully request approval of the concept and begin discussions through the county administrator, towns and state to explore further the riverboat project. Timing is somewhat of an issue as we have some inside knowledge of an existing opportunity.





SKN

CAST

B



Small white sign above the door with illegible text.



THE BLACK-EYED SUSAN

BALTIMORE, MD



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
DATE: August 11, 2020
SUBJECT: Tourism Report and Branding – August 18th Commissioner Meeting

Please find enclosed a *tourism report* and proposed new “branding” for Worcester County. Our combined departments (Recreation, Parks, Tourism and Economic Development) in late December of 2019 took the challenge to identify, position and develop a platform to sell Worcester County as a place to live, work and play. Please keep in mind this process is ongoing.

The process began with the hiring of Choptank Communication – Andrea Vernot and team, our staff and more importantly our “stakeholders”. Business leaders, families, entrepreneurs, large and small participated in this 6 week endeavor. We had representation of our county culture lead the discussions and provided the direction being presented today. Those focus groups and those unable to attend provided survey’s to help us.

The attached power point will be presented during the August 18, 2020 Commissioner meeting and dives deeper into the proposed “brand”. Your feedback being leaders will be included and adopted as we move our Tourism efforts in a new direction. The development of a multi-pronged communication and marketing program engaging and establishing partners, tools, ideas, data and content will be the forefront moving forward. The department will establish goals, key metrics to qualify and quantify our approach. This will include all paid media, earned media, created content and concepts for co-op marketing leading to increased revenues for the county and our businesses from living, working and playing within Worcester County. One new item will be the unveiling of our go coastal mobile app in weeks to come. Lastly, we will target, use public relations and design for messaging reaching every touch point.

Thanks again and look forward to the 18th!

Attachment



THE *Challenge*

What Defines a Place?

Every place - large or small - is challenged to answer one simple, yet powerful question.

Why choose here?

Every place - large or small - is challenged to answer one simple, yet powerful question.
"Why choose here?"

THE *Goal*

Why place branding?



Place Branding

- Identify and harness a community's strengths, values and personality
- Leverage core assets: Geography, culture, resources and infrastructure
- Proclaim forward looking vision: Where we're going and why it matters
- Energize resident pride and aspirations

It's a way to tell Worcester County's story to the people whom you want to visit, work, live and play here

THE *Process*

Community Outreach & Engagement

PERSONALITY TRAITS & VALUES

- Friendly, close community
- Fun, playful
- Laid-back, easy going
- Bucolic, quiet, peaceful
- Safe, supportive



DISTINGUISHING CHARACTERISTICS

- Beautiful, natural scenery
- Unspoiled, conserved environment
- Beaches, ocean
- Water: Back bays, river, creeks
- Charming, historic towns



SURVEY FINDINGS

- 92% Worcester residents
- 2 of 5 own/owned a county business
- Most (87%) employed
- One-third have school age children
- 98% rated county favorably



THE *Process*

What We Learned



Distinguished by close-knit communities, excellent schools and affordable lifestyle, Worcester offers:

- Rural country dotted by charming small towns,
- Peaceful outdoor places to connect with nature, and
- A lively beach scene, boardwalk, high rises and countless ways to soak in family fun, dining and entertainment.

Only place in Maryland
Where the ocean
meets the land.

THE Place

Only place in Maryland
Where the ocean
meets the land.



Invigorated by salt air, endless waterways and spectacular scenery, Maryland's Coast beckons families, entrepreneurs, vacationers, and students to visit, play, return and stay; often planting roots for generations.

Friendly, playful and laid-back,

We fuse traditions and trends in a timeless brand of coastal cool.

We appreciate the rhythms and rituals of a seasonal economy, and find inspiration in our natural surroundings, soothing waters and community bonds.

We Are

MARYLAND'S
Coast
WORCESTER COUNTY

Visual Identity & Tagline

MARYLAND'S
Coast
Naturally *Cool*

How will Maryland's Coast Come to Life?

MARYLAND'S Coast
WORCESTER COUNTY
Economic Development

About Business Resources Real Estate & Relocation Snapshot of Worcester

BLUE RIBBON SCHOOLS
Worcester County's Public Schools have been awarded the National Blue Ribbon School Award by the U.S. Department of Education.

ABOVE AVERAGE INCOME
Worcester County's average household income ranks higher than the U.S. average household income.

8 MILLION
Visitors pass through the Route 50 Corridor each year.

THREE ENTERPRISE ZONES
3 municipalities are designated as Enterprise Zones for real property tax, income tax, and job creation tax credits.

MAJOR TAX CREDITS AVAILABLE
One Maryland Enterprise Zone, Job Creation, R&D, More Jobs for Maryland's Act Their 1 Designation.

175 ACRES
Pocomoke Industrial Park is the largest manufacturing hub in Worcester County.

3 INSTITUTIONS OF HIGHER LEARNING
within 20 miles of Worcester County, including 2 University System of Maryland institutions.

Worcester County, Maryland Means Business

- Home
- Explore
- Notifications
- Messages
- Bookmarks
- Lists
- Profile
- More

worcester County Economic Development
564 Tweets

Worcester County Economic Development
@BizAtBeach Follows you

The official Twitter of Worcester County Economic Development

Maryland chooseworcester.org Joined October 2013

245 Following 497 Followers

Followed by Mike Gill, Ted Shockley, and 25 others you follow

Tweets Tweets & replies Media Likes

MARYLAND'S Coast
WORCESTER COUNTY

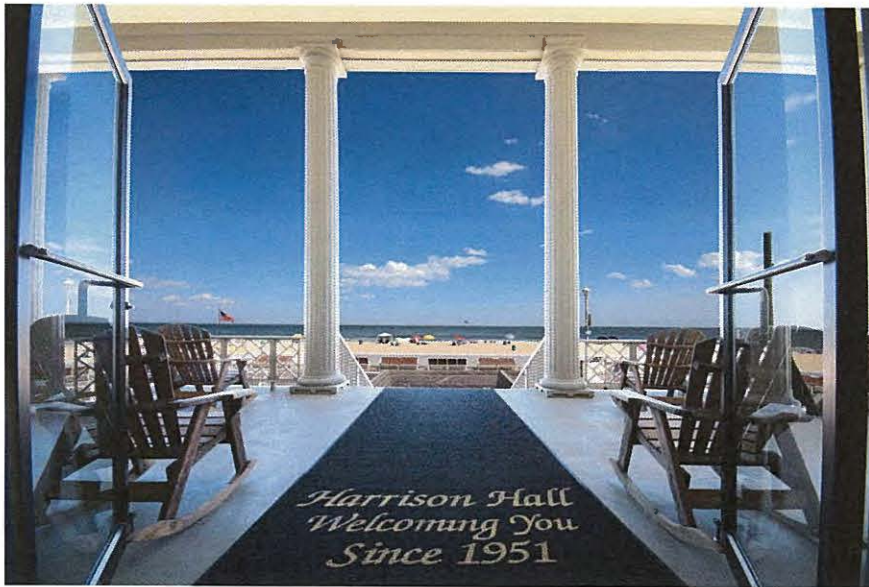
Worcester County Economic Development
@WorcesterCountyEconomicDevelopment

MARYLAND'S Coast
Naturally Cool

Cool Diverse Free
Fresh Green Playful
Refined Sustainable
Talented Wild Coarse

Home Liked Following Share Send Message

Attract Entrepreneurs, Employers & Talent



MARYLAND'S
Coast
WORCESTER COUNTY

MARYLAND'S
Coast
WORCESTER COUNTY

Tom Perlozzo
Managing Director

Worcester County Department of
Recreation, Tourism & Economic
Development

5030 Public Landing Road
Snow Hill MD 21863
tperlozzo@marylandscoast.org
(410) 632-2144 x-2305

Worcester County Department of Recreation, Tourism & Economic Development
©2022 PAR - Landing Road | Snow Hill MD 21863 | www.co.worcester.md.us

Leverage & Strengthen Marketing

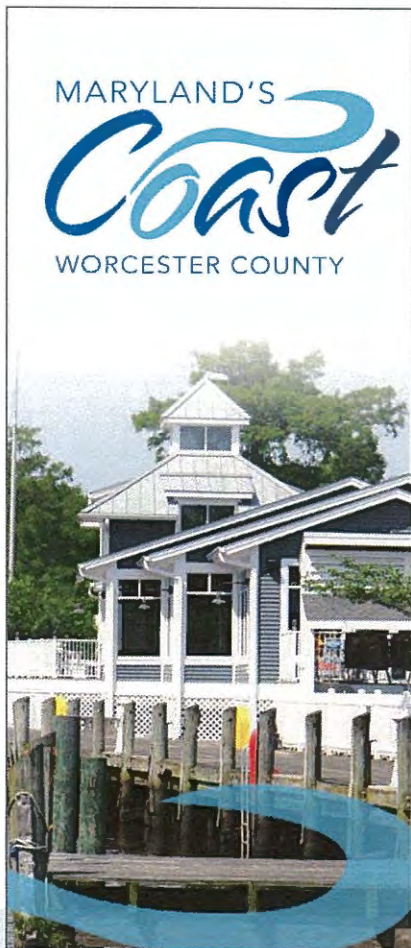


Present a Strong Coordinated Identity

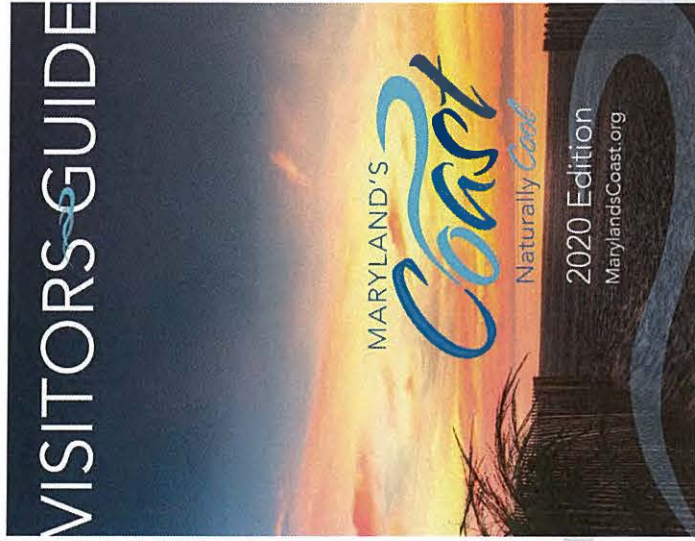
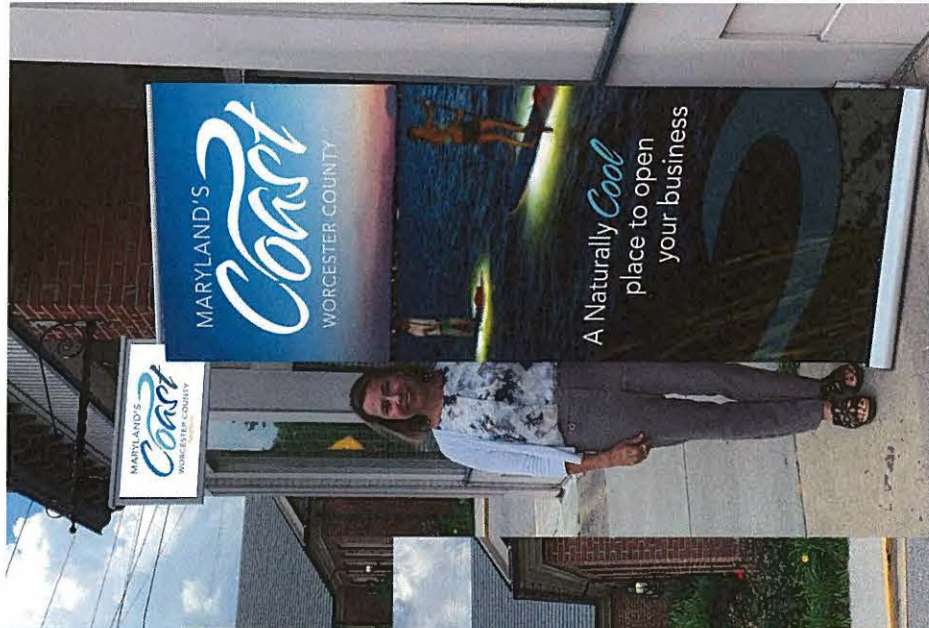


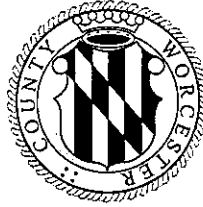
Tom Perlozzo, Managing Director
Worcester County Department of Recreation, Tourism
& Economic Development

6030 Public Landing Road, Snow Hill MD 21863
tperlozzo@marylandscost.org
(410) 632-2144 x-2505
Website | Facebook | Twitter



Communicate Countywide





ITEM
30

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
SNOW HILL, MARYLAND
21863-1195
July 22, 2020



TO: *The Daily Times Group and Ocean City Today Group*
FROM: *Weston S. Young, Assistant Chief Administrative Officer WSY/*

Please print the attached notice in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on August 6, 2020. Thanks.

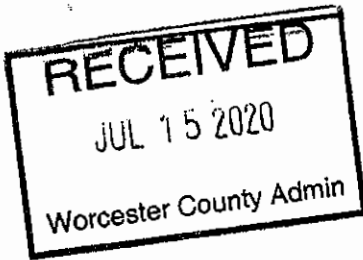
NOTICE OF PUBLIC HEARING 2020 Worcester County Hazard Mitigation and Resilience Plan

The Worcester County Commissioners will hold a public hearing to consider adoption of the 2020 Worcester County Hazard Mitigation and Resilience Plan (the Plan) which updates the Worcester County Hazard Mitigation Plan of 2014. The Plan seeks to eliminate or reduce hazard related human, economic and environmental losses in Worcester County. Upon adoption, the County and towns will remain eligible for funding from several state and federal sources for pre-disaster and post-disaster mitigation projects as well as recovery and reconstruction following natural hazards. The intent of the plan is to cultivate a hazard resistant and resilient community through awareness, preparedness and action-oriented projects. The Plan specifically addresses the standards contained in 44 Code of Federal Regulations (CFR), Part 201, as authorized by the Disaster Mitigation Act of 2000 (DMA2K). The proposed Plan is available for review at www.co.worcester.md.us/departments/emergency. For additional information, please contact Director of Emergency Services Billy Birch at 410-632-1315. The public hearing on this matter will be held on:

TUESDAY, AUGUST 18, 2020
at 10:30 A.M.
in the COUNTY COMMISSIONERS MEETING ROOM
ROOM 1101 - COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863

All interested citizens are encouraged to attend the hearing and express their views on this matter. Both written and oral testimony will be accepted.

THE WORCESTER COUNTY COMMISSIONERS



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

*PROPOSED PUBLIC
HEARING DATE OF
AUGUST 18TH*

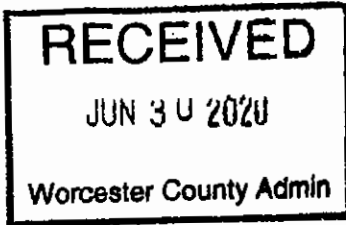
To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *BB*
Re: 2020 Hazard Mitigation & Resilience Plan
Date: 15 July 2020

The Department of Emergency Services is requesting a public hearing at a future Commissioners meeting followed by a resolution for adoption the 2020 Hazard Mitigation & Resilience Plan (HMP&R). Additionally, an updated copy of the HMP&R plan on the Department of Emergency Services website for public review.

Once approved, the next steps in the process include Emergency Services staff delivering copies of the plan to the local municipalities (ex. Pocomoke, Snow Hill, Berlin, Ocean Pines, and Ocean City) for their review and acceptance Ocean City's Office of Emergency Services provided its own plan to the City Government.

Staff and I are available to answer any questions at your convenience.

1 - Attachment



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *BB*

Re: 2020 Hazard Mitigation & Resilience Plan

Date: 30 June 2020

Attached with this memo is the latest revision to the county's updated 2020 Hazard Mitigation & Resilience Plan. The Department of Emergency Services is requesting issuing a press release announcing the posting of the draft plan on the county website, a public hearing at a future Commissioners meeting followed by a resolution for adoption.

Once approved, the next steps in the process include Emergency Services staff delivering copies of the draft plan to the local municipalities (ex. Pocomoke, Snow Hill, Berlin, Ocean Pines, and Ocean City) for their review and acceptance. Ocean City's Office of Emergency Services provided its own plan to the City Government.

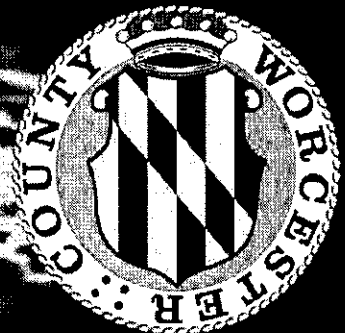
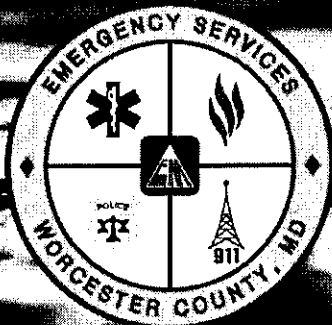
Tom and I are available to answer any questions at your convenience.

1 - Attachment

*DUE TO FILE SIZE
COPY WILL BE SENT
BY EMAIL AND A
HARD COPY MADE BY
REQUEST.*

3

2020 Worcester County Hazard Mitigation & Resilience Plan





FEMA

May 20, 2020

JaLeesa Tate, CFM
State Hazard Mitigation Officer
Maryland Emergency Management Agency
5401 Rue Saint Lo Drive
Reisterstown, Maryland 21136

Dear Ms. Tate:

The Federal Emergency Management Agency (FEMA) has completed our review of the Worcester County Hazard Mitigation and Resilience Plan, based on the standards contained in 44 Code of Federal Regulations (CFR), Part 201, as authorized by the Disaster Mitigation Act of 2000 (DMA2K). These criteria address the planning process, hazard identification and risk assessment, mitigation strategies and plan maintenance requirements.

The plan received a "satisfactory" rating for all required criteria and is approvable pending adoption. However, prior to formal approval, Worcester County is required to provide FEMA with a resolution of adoption.

We commend you for your dedication demonstrated in supporting the DMA2K and your commitment to reduce future disaster losses. If you have questions, please contact Sarah Wolfe, Chief, Floodplain Management & Insurance Branch, at (215) 931-5532.

Sincerely,

A handwritten signature in black ink, appearing to read "S Wolfe", written over a light blue horizontal line.

Sarah Wolfe, Branch Chief
Floodplain Management and Insurance Branch
FEMA Region III

Enclosure:

cc: Kristen Forti, Lead Hazard Mitigation Specialist, MEMA
Billy Birch, Director, Department of Emergency Services, Worcester County



2020 Plan Update Synopsis

The 2020 Worcester County Hazard Mitigation & Resilience Plan has been updated. Summary highlights by chapter are provided in the table below.

Chapter	Overview
1 - Introduction	Revised the purpose and detailed the planning requirements and planning process involved in the development of the 2020 Hazard Mitigation and Resilience Plan. Detailed organization of the Plan, as well as the composition and members of the Hazard Mitigation Planning Committee (HMPC) and the plan review processes. Added new information on regional planning meetings, Local Emergency Planning Committee Members table, hazard mitigation committee outreach and public stakeholder outreach.
2 - County Profile	Updated data tables pertaining to population projections, population estimates, property assessment, new development, permits, and National Flood Insurance statistics. Added new seasonal peak population figure. Updated new development mapping.
3 – Hazard Identification & Risk Assessment	Renamed this Chapter from <i>Chapter 3: Vulnerability Assessment</i> to <i>Chapter 3: Hazard Identification & Risk Assessment</i> . Chapter 3 was reorganized and the remaining sections pertaining to Flood Hazard Vulnerability was moved to <i>Chapter 4: Flood Related Hazards</i> . Added new probability & future risk and climate impacts sections to this chapter.
4 – Flooding Related Hazards	This chapter has been renamed from <i>Chapter 4: Riverine Flooding</i> to <i>Chapter 4: Flooding Related Hazards</i> . This chapter includes new information on hazard profiles, historical occurrences, and vulnerability for tropical storm & hurricane, riverine and coastal flood, sea level rise & shoreline erosion. Vulnerability has been assessed based on both coastal and riverine flooding flood inundation areas. New Hazard Impact Tables and Flood Hazard Risk Assessment data tables have been added. Updated Hurricane Storm Surge Inundation Area map. New Hurricane Storm Surge At-Risk Structures map, and FEMA Special Flood Hazard Areas (SFHA) maps were added. Refined HAZUS loss estimates and number of at-risk structures provided for coastal and riverine flood events were added.

<p>4 – Flooding Related Hazards cont.</p>	<p>New sections added within chapter includes Essential Facilities At-Risk to Riverine and Coastal Flood Hazards, Water and Wastewater Facilities At-Risk to Riverine and Coastal Flood Hazards, Riverine & Coastal Flood Debris Generation, and Riverine & Coastal Flood Projected Shelter Needs. Sea Level Rise & Shoreline Erosion was moved from Chapter 5 to Chapter 4. New Rate of Shoreline Erosion and Sea Level Rise Hazard Rank by County tables included. A new section on Social Vulnerability & Flood Related hazards was added with mapping to address all flood related hazards captured within this chapter.</p>
<p>5 – Non-Flood Related Hazards</p>	<p>Sea Level Rise & Shoreline Erosion was moved to Chapter 4. New Hazard Impact Tables and Hazard Risk Assessment data tables have been added for each hazard. Updated information provided on hazard profiles and historical occurrences. Thunderstorms was listed as its own hazard apart from Wind. New tables included: Hazmat Incidents 1994-2018, Wildfire Events 2000-2017, and Southern Eastern Shore Climate Division I Drought Periods. A new section on Social Vulnerability & Non-Flood Related Hazards was added with mapping to address all hazards captured within this chapter.</p>
<p>6 – Capability Assessment</p>	<p>Updated overview and added new sections include: All-Hazards Planning, Building Codes, and Notification and Alarms. Updated capability for each identified hazard. In addition, tables were added for Worcester Hazard Mitigation Funded by FEMA, Critical Facilities Generator Installation & Capabilities, Worcester County Shelter Locations, and Mitigation Actions & Capabilities by Worcester County Health Department under each section.</p>
<p>7 – Jurisdictional Perspective</p>	<p>This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i>. The chapter details the physical location, demographics, economy, development trends, hazard event data, National Flood Insurance data, and riverine flood at-risk structures for each jurisdiction. This includes the Town of Berlin, the City of Pocomoke, the Town of Snow Hill, and the Ocean Pines community. Mapping and data tables included. In addition, the 2014 Community Mitigation Strategies Assessment and Results were detailed, and a status table was provided. An additional table was added detailing new Mitigation Action Items. County-wide Mitigation Strategies Assessment & Results are Captured in <i>Chapter 8: Mitigation Status Report</i>.</p>
<p>8 – Mitigation Status Report</p>	<p>This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i>. 2014 County-wide Mitigation Strategies Assessment and Results and Table are included within this chapter.</p>

9 – Mitigation Strategies	This is a new chapter in the <i>2020 Worcester County Hazard Mitigation & Resilience Plan</i> . New objectives were added to existing goals and two new goals and associated objectives were added as part of the update process. Climate Adaptation & Resilience Strategies were added, as well as updated Repetitive & Nuisance Flooding. An updated new Mitigation Action Items table and six “High” priority projects sheets were identified and detailed.
10 – Plan Maintenance & Implementation	This chapter has been reviewed and updated during the 2020 planning process.





Table of Contents

CHAPTER 1: INTRODUCTION 1-1
EXECUTIVE SUMMARY 1-1
PROMULGATION STATEMENT 1-2
INTRODUCTION 1-2
PURPOSE 1-3
GOALS 1-4
PLANNING REQUIREMENTS 1-5
PLANNING PROCESS 1-5
ORGANIZING RESOURCES 1-6
DATA COLLECTION 1-8
PUBLIC INVOLVEMENT 1-11
HAZARD MITIGATION COMMITTEE OUTREACH 1-13
PUBLIC STAKEHOLDERS OUTREACH 1-14
PLAN ORGANIZATION 1-15
PLAN REVIEW AND ADOPTION PROCESS 1-15
CHAPTER 2: COUNTY PROFILE 2-1
LOCATION 2-1
PHYSICAL 2-1
DEMOGRAPHICS 2-4
ECONOMY 2-6
DEVELOPMENT TRENDS 2-7
MITIGATION RECORD 2-10
NATION FLOOD INSURANCE 2-12
CHAPTER 3: HAZARD IDENTIFICATION & RISK ASSESSMENT 3-1
INTRODUCTION 3-1
RISK ASSESSMENT 3-1
PROBABILITY AND FUTURE RISK 3-3
CLIMATE IMPACTS 3-5
CHAPTER 4: FLOODING RELATED HAZARDS 4-1
INTRODUCTION 4-1
TROPICAL STORMS AND HURRICANES
HAZARD PROFILE 4-4
STORM SURGE 4-7
STORM SURGE ZONES (INUNDATION AREAS) 4-8
TROPICAL STORM & HURRICANE HISTORICAL OCCURRENCES 4-10
TROPICAL STORM & HURRICANE VULNERBILITY ASSESSMENT 4-11
RIVERINE & COASTAL FLOOD
HAZARD PROFILE 4-13
FLOOD HISTORICAL OCCURRENCES 4-14
FLOOD ZONES 4-14
FLOOD HAZARD ZONE REQUIREMENTS 4-17
RIVERINE & COASTAL FLOOD VULNERBILITY ASSESSMENT 4-18
ESSENTIAL FACILITIES AT-RISK TO RIVERINE AND COASTAL FLOOD HAZARDS 4-23
WATER & WASTEWATER FACILITIES AT-RISK TO RIVERINE AND COASTAL FLOOD HAZARDS 4-26
RIVERINE AND COASTAL FLOOD DEBRIS GENERATION 4-26
RIVERINE AND COASTAL PROJECTED SHELTER NEEDS 4-27
NOR`EASTERS

HAZARD PROFILE	4-28
NOR'EASTER HISTORICAL OCCURRENCES	4-28
SEA LEVEL RISE & SHORELINE EROSION	
HAZARD PROFILE	4-29
SEA LEVEL RISE & SHORELINE EROSION HISTORICAL OCCURRENCES.....	4-33
SEA LEVEL RISE & SHORELINE EROSION VULNERABILITY ASSESSMENT.....	4-35
SOCIAL VULNERABILITY & FLOOD HAZARDS	4-36
CHAPTER 5: NON-FLOOD RELATED HAZARDS.....	5-1
TORNADO	
HAZARD PROFILE	5-1
TORNADO HAZARD IMPACTS.....	5-2
TORNADO HISTORICAL OCCURRENCES	5-3
HAZARDOUS MATERIALS	
HAZARD PROFILE	5-5
HAZARDOUS MATERIAL HAZARD IMPACTS.....	5-5
HAZARDOUS MATERIAL HISTORICAL OCCURRENCES	5-6
WILDFIRE	
HAZARD PROFILE	5-10
WILDFIRE HAZARD IMPACTS.....	5-12
WILDFIRE HISTORICAL OCCURRENCES	5-12
WIND	
HAZARD PROFILE	5-15
WIND HAZARD IMPACTS	5-15
WIND HISTORICAL OCCURRENCES	5-16
THUNDERSTORM (LIGHTNING & HAIL)	
HAZARD PROFILE	5-18
THUNDERSTORM HAZARD IMPACTS	5-18
THUNDERSTORM HISTORICAL OCCURRENCES	5-19
LIGHTNING STRIKE.....	5-20
HAIL.....	5-21
WINTER STORM	
HAZARD PROFILE	5-22
WINTER STORM HAZARD IMPACTS	5-22
WINTER STORM HISTORICAL OCCURRENCES	5-23
DROUGHT	
HAZARD PROFILE	5-25
DROUGHT HAZARD IMPACTS	5-25
DROUGHT HISTORICAL OCCURRENCES	5-26
EXCESSIVE HEAT	
HAZARD PROFILE	5-28
EXCESSIVE HEAT HAZARD IMPACTS	5-28
EXCESSIVE HEAT HISTORICAL OCCURRENCES.....	5-29
SOCIAL VULNERABILITY & LESS COMMUN HAZARDS	5-31
CHAPTER 6: CAPABILITY ASSESSMENT.....	6-1
OVERVIEW	6-1
TYPES OF CAPABILITIES	6-1
ALL-HAZARDS PLANNING.....	6-1
PLAN INTEGRATION.....	6-1
BUILDING CODES	6-2
COUNTY AND MUNICIPAL DEPARTMENTS.....	6-3
NOTIFICATIONS AND ALARMS	6-3
FLOODING RELATED HAZARDS – COASTAL AND RIVERINE.....	6-4
SEA LEVEL RISE & SHORELINE EROSION	6-6

TORNADOS 6-7

TOXIC CHEMICALS AND NATURAL HAZARDS..... 6-7

WILDFIRES 6-8

WORCESTER HAZARD MITIGATION PROJECTS FUNDED BY FEMA 6-8

CRITICAL FACILITIES GENERATOR INSTALLATION & CAPABILITIES 6-8

MITIGATION ACTIONS & CAPABILITIES BY WORCESTER COUNTY HEALTH DEPARTMENT 6-9

CHAPTER 7: JURISDICTIONAL PERSPECTIVE..... 7-1

INTRODUCTION..... 7-1

TOWN OF BERLIN

PHYSICAL LOCATION..... 7-3

DEMOGRAPHICS 7-3

ECONOMY 7-3

DEVELOPMENT TRENDS 7-4

HAZARD EVENT DATA 7-4

NATIONAL FLOOD INSURANCE..... 7-5

FLOOD HAZARD VULNERABILITY 7-6

NON-FLOOD RELATED HAZARDS VULNERABILITY 7-7

CITY OF POCOMOKE

PHYSICAL LOCATION..... 7-8

DEMOGRAPHICS 7-8

ECONOMY 7-10

DEVELOPMENT TRENDS 7-11

HAZARD EVENT DATA 7-11

NATIONAL FLOOD INSURANCE..... 7-12

FLOOD HAZARD VULNERABILITY 7-13

NON-FLOOD RELATED HAZARDS VULNERABILITY 7-13

TOWN OF SNOW HILL

PHYSICAL LOCATION..... 7-16

DEMOGRAPHICS 7-16

ECONOMY 7-16

DEVELOPMENT TRENDS 7-17

HAZARD EVENT DATA 7-17

NATIONAL FLOOD INSURANCE..... 7-19

FLOOD HAZARD VULNERABILITY 7-20

NON-FLOOD RELATED HAZARDS VULNERABILITY 7-21

OCEAN PINES

PHYSICAL LOCATION..... 7-23

DEMOGRAPHICS 7-23

ECONOMY 7-23

DEVELOPMENT TRENDS 7-24

HAZARD EVENT DATA 7-26

NATIONAL FLOOD INSURANCE..... 7-27

FLOOD HAZARD VULNERABILITY 7-28

NON-FLOOD RELATED HAZARDS VULNERABILITY 7-28

2014 COMMUNITY MITIGATION STRATEGIES ASSESSMENT AND RESULTS 7-30

NEW COMMUNITY MITIGATION ACTIONS 7-33

CHAPTER 8: MITIGATION STATUS REPORT 8-1

INTRODUCTION 8-1

2014 MITIGATION STRATEGIES ASSESSMENT AND RESULTS..... 8-1

MITIGATION ACTION STATUS TABLE 8-2

11

CHAPTER 9: MITIGATION STRATEGIES..... 9-1

- INTRODUCTION..... 9-1
- GOALS AND OBJECTIVES..... 9-1
- CLIMATE ADAPTATION & RESILIENCE STRATEGIES 9-4
- REPETITIVE & NUISANCE FLOODING..... 9-4
- MITIGATION ACTIONS 9-6
- MITIGATION ACTIONS RANKINGS 9-6
- POTENTIAL MITIGATION PROJECTS 9-7
- HAZARD MITIGATION HIGH PRIORITY PROJECTS 9-15

CHAPTER 10: PLAN MAINTENANCE & IMPLEMENTATION 10-1

- RECOVERY AND RECONSTRUCTION PLANNING 10-1
- IMPLEMENTATION AND LEADERSHIP 10-1
- PLAN MONITORING AND EVALUATION..... 10-2



CHAPTER 1: INTRODUCTION

Executive Summary

The *2020 Hazard Mitigation & Resilience Plan (Plan Update)* seeks to eliminate or reduce hazard related human, economic, and environmental losses. This is a plan written by and for Worcester County, MD. The plan includes unincorporated areas of Worcester County and the towns of Berlin, Pocomoke and Snow Hill. Ocean City is addressed somewhat; however, Ocean City has its own plan and recently completed the *2017 Ocean City, Maryland Hazard Mitigation Plan*. To that end, the *2014 Worcester County Hazard Mitigation Plan* has been updated to include new data, mapping, *HAZUS Level 2 Enhanced Analysis*, status of 2014 mitigation action items and new Mitigation actions and projects.

As with the 2014 Plan, the Plan Update is intended as a dynamic assessment of natural hazards that will be maintained and updated as needed. It primarily focuses on high risk natural hazards. The plan pays particular attention to the County's coastal location and character. Coastal related hazards including hurricanes, nor'easters, floods, and wind can and have caused significant damage, while threatening life and limb. Therefore, coastal hazards have been identified as high-risk hazards by Worcester County, and prioritized within this Plan Update. Coastal hazards include coastal storms; storm surge; hurricane/tropical storm; nor'easter; potential sea level rise; and shoreline erosion. In addition to coastal hazards, the plan analyzes the County's vulnerability to riverine flooding, tornado, wildfires, wind, drought, extreme heat, thunderstorm, winter storm and hazmat incidents.

For each hazard identified in the Plan Update, a profile, historical occurrences, vulnerability, and mitigation actions have been provided. The intent of the plan is to cultivate a hazard resistant and resilient community through awareness, preparedness, and action-oriented projects. Implementing the items outlined in this plan will heighten awareness and better prepare individuals as well as agencies to help themselves in the event of a disaster.

Finally, with an approved Plan Update, Worcester County and the towns of Berlin, Pocomoke and Snow Hill will remain eligible for funding from several sources including the Maryland Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA). Funding is available for pre-disaster and post-disaster mitigation projects as well as recovery and reconstruction. This funding is not available without an approved plan.

An updated plan is required every five years. The intent of the Departments of Emergency Services is to keep the plan relevant and current, easing the five-year plan update process. It is therefore essential that those implementing the plan carefully document their process and the results of the mitigation actions taken.

ITEM
31



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, LEHS 
Director, Environmental Programs

Subject: **Public Hearing for Proposed FY 21 MALPF Easement Applications**
Public Hearing Applicant Listing and Maps

Date: July 27, 2020

The County Commissioners approved a Public Hearing for the FY 21 Funding Cycle at their meeting on July 7, 2019. Attached is a tabulation of the FY21 MALPF applications and maps showing the location of the properties relative to protected lands, county zoning, and the 2006 Land Use Plan. We have a total of six (6) applications for agricultural preservation easements for the MALPF application this year. Of those four (4) are resubmitted applications and two (2) are new applications. Pg. 4
Pg. 5-13

The Commissioners may approve the recommendations of the Land Preservation Advisory Board to forward all six (6) ranked subject properties for potential funding of their easement applications. The Commissioners may alternatively send less than the recommended number but specific justification would be needed to do that. We would note that while we have typically been awarded just three (3) to four (4) easements based on limited funding, there is always the chance to be offered secondary funding in the second round for an additional 3 easements so it would be very beneficial to have all six (6) of our vetted and recommended properties sent up to the state for potential easement funding. Staff is respectfully recommending that the Commissioners send all six (6) ranked properties to the state, as recommended by the Agricultural Land Preservation Advisory Board.

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

Citizens and Government Working Together

Enclosures

1. Applicant Listing
2. Maps

cc: Katherine Munson

NOTICE OF PUBLIC HEARING
FOR AGRICULTURAL EASEMENT ACQUISITION
Worcester County, Maryland

Notice is hereby given that the Worcester County Commissioners will hold a
Public Hearing

on
Tuesday, August 18, 2020 at 11:00 AM
in the
COUNTY COMMISSIONERS MEETING ROOM
Room 1101- Government Center,
One West Market Street,
Snow Hill, MD 21863

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

Re-applications

1. Fair, Freddie and Fay; Tax Map (TM) 93, Grid 16, Parcel (P) 41; west side of Steel Pond Road, Stockton; 102.0 acres
2. Gross, Mark; TM 32, Grid 16, P 217; Harrison Road, Berlin; 210.13 acres
3. Holland, Glenn and Jean; TM 100, Grid 1, P 6, 55, and 84; Colona and New Bridge Roads; 53.8 acres
4. Wilkins, Tom et al; TM 77, Grid 5, P 102; Route 364; 139.97 acres

New Applications

5. Aberdeen Farm, LLC; TM 92, Grid 3, P 69; 2836 Sheepphouse Road, Pocomoke City; 144.93 acres
8. Lambertson, Jason and Kelly; TM 92, Grid 4, P 8; 3105 Sheepphouse Road, Pocomoke City; 74.82 acres

Once County Government Offices are opened to the public, additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm, Monday through Friday (except holidays). In the interim, the case files may be reviewed on the County website at www.co.worcester.md.us. Questions may be directed to Katherine Munson, Planner V, by calling (410) 632-1220, extension 1302, or by email at kmunson@co.worcester.md.us.

County Commissioners of Worcester County, Maryland

FY21 MALPF Applications

Landowner name	TM	P	Acres	Development Rights	Lot option selected	% class I, II, III soils	Reapplication
Aberdeen Farms, LLC	92	69	144.9	4	waive all rights	90%	N
Fair, Freddie and Fay	93	41	102.0	4	One Unrestricted	58%	Y
Gross, Mark	32	217	190.5	3	One Unrestricted	69%	Y
Holland, Glenn and Jean (Trust)	100	6, 55, 84	53.8	11	waive all rights	100%	Y
Lambertson, Jason	92	8	74.8	6	One Unrestricted	50%	N
Wilkins, Tom et al	77	102	140.0	2	waive all rights	99%	Y
Total Acres			566.1				

Average Bid/acre (FY18/19) \$2,593.33

Average Bid/acre (FY20) \$2,662.73

Average Bid/acre (FY21) \$2,489.67

Average offer/acre (FY 18/19) \$2,003/acre

Average offer/acre (FY 20) \$2,325/acre

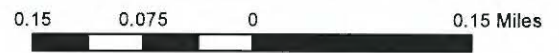
7/10/2020

Freddie and Fay Fair
TM 93, P 41
102 acres

Soils index: 28.1
58% class 1, 2, 3 soils
4 subdivision rights remaining



2019 Aerial Image



Glenn and Jeanne Holland Revocable Trusts
TM 100, Parcels 6, 55; TM 99, Parcel 84
53.81 acres

Soils index 52.9
100% class 1, 2, 3 soils
11 subdivision rights remaining



2019 Aerial Image

0.045 0.0225 0 0.045 Miles



Mark Gross
TM 32, P 217
190.53 easement payment acres
210.13 total acres

Soils index 45.2
62% Class I, II, III soils
3 subdivision rights remaining



019 image

Jason and Kimberly Lambertson
TM 92, Parcel 8
72.841 acres

Soils index: 27.5
50% Class I, II and III soils
6 subdivision rights remaining

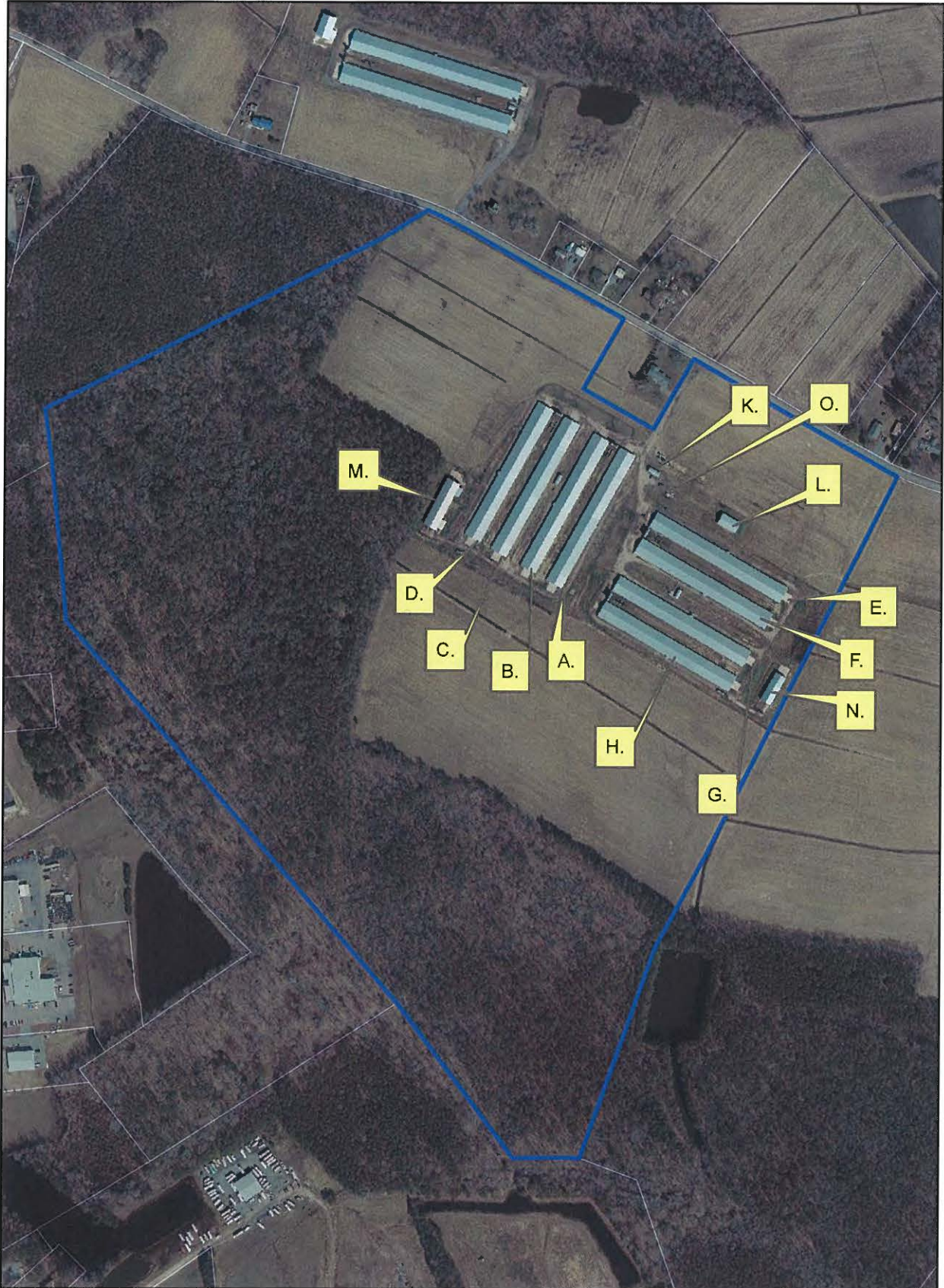


2019 Aerial Image

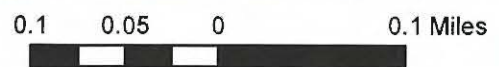


Aberdeen Farms
TM 92, Parcel 69
144.93 acres

Soils index 41.57
90% class 1, 2, 3 soils
3 subdivision rights remaining (4 residential units)

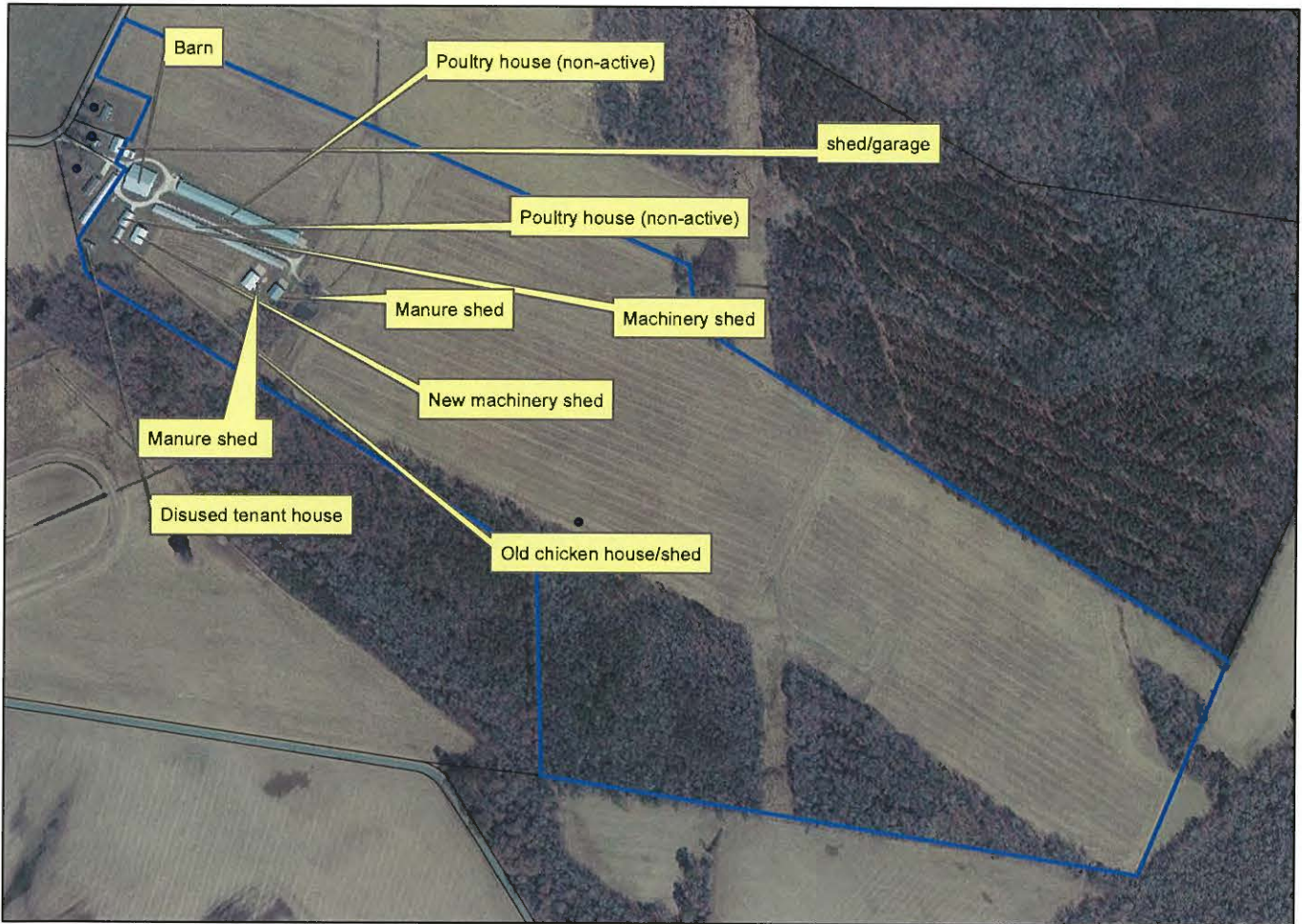


2019 Aerial Image

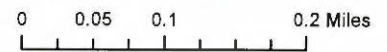


Wilkins, Thomas, Beverly and Paul
Map 77, Parcel 102
139.9713 acres

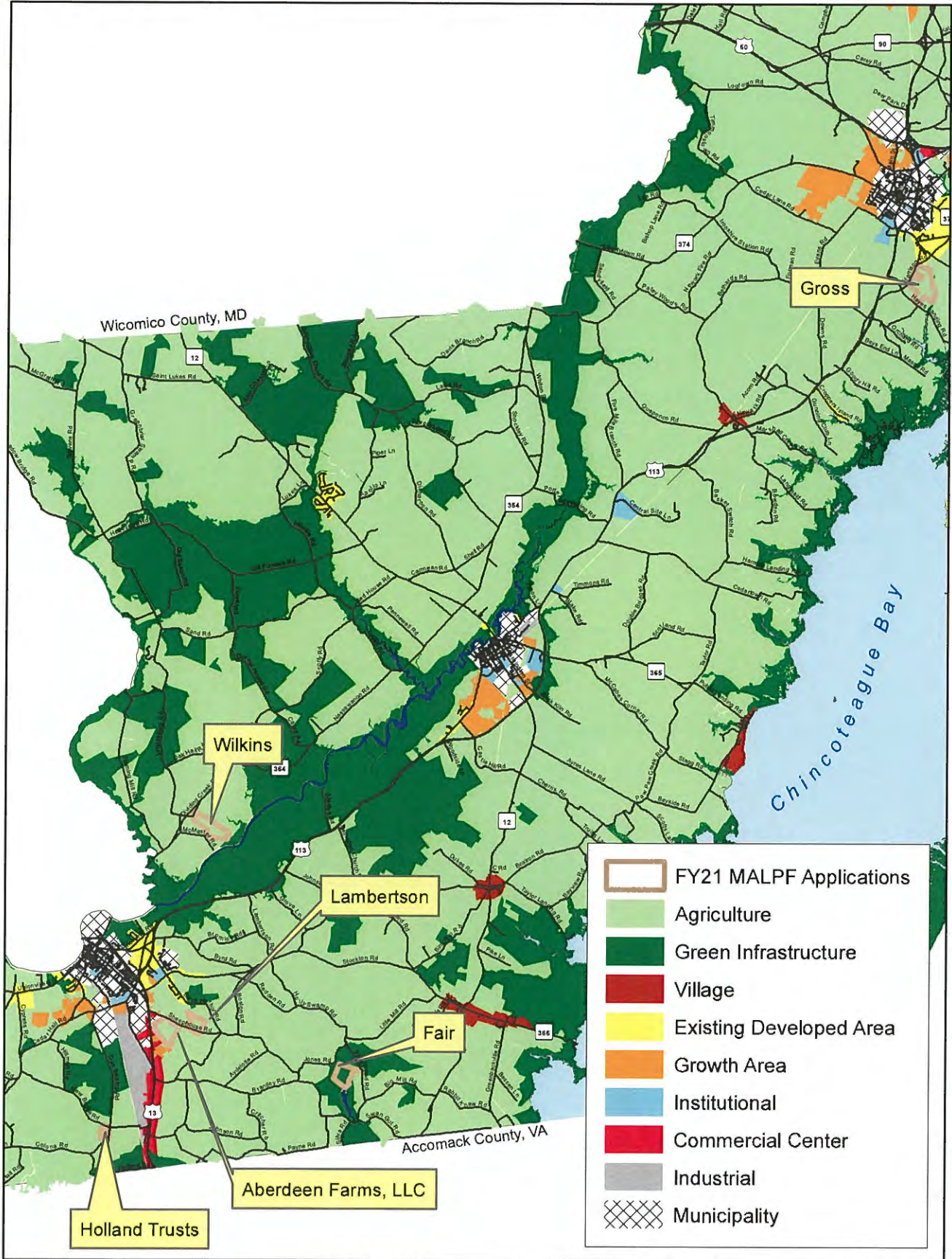
Soils index 70.7
99% class 1, 2, 3 soils
2 subdivision rights remaining



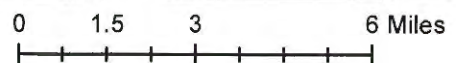
2019 Aerial Image



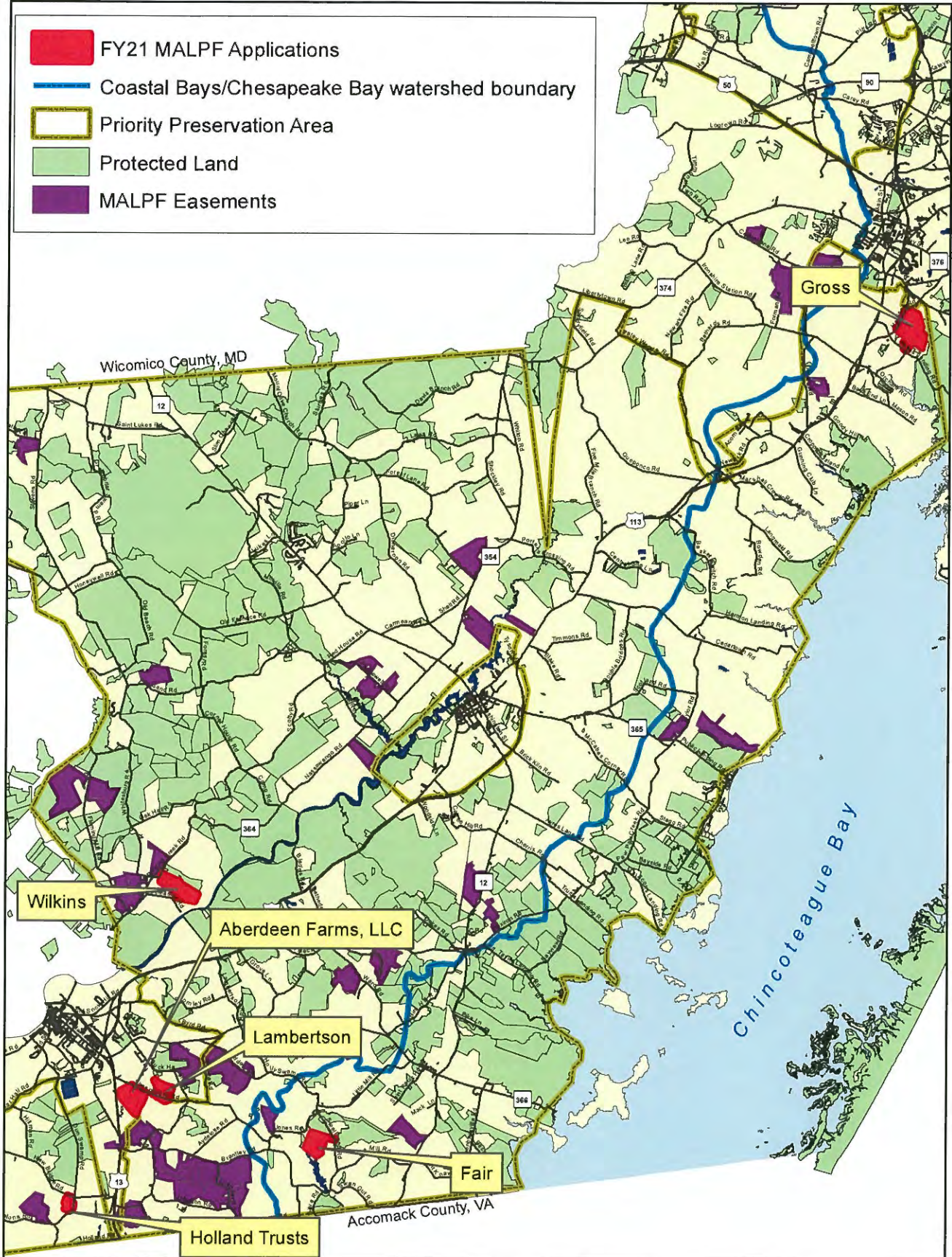
FY20 MALPF Applications and Land Use Plan Map



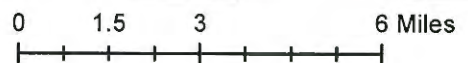
June 2020



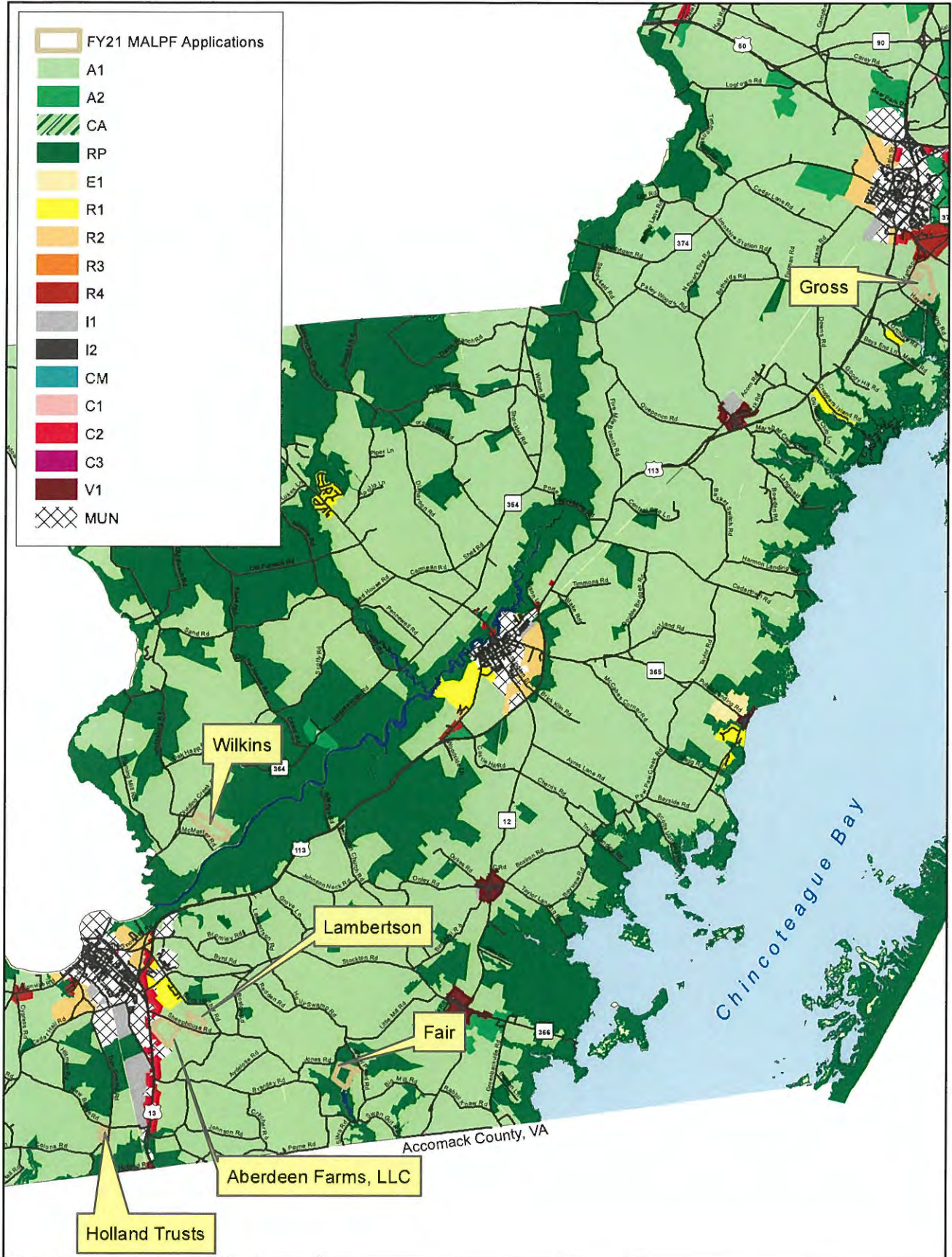
FY21 MALPF Applications



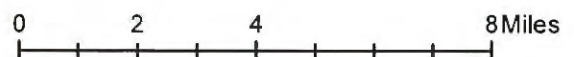
June 2020



FY21 MALPF Applications and Zoning

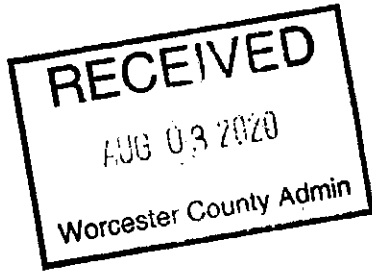


June 2020



Newport Farms

P.O. BOX 572
OCEAN CITY, MARYLAND 21843-0572
410-289-9100



July 29, 2020

**Worcester County Commissioners
Room 1101 – Government Center
One West Market Street
Snow Hill, MD 21863**

Re: Gross, Mark; TM 32, Grid 16, P 217; Harrison Road, Berlin; 210.13 acres

Dear County Commissioners:

Please be advised that we are in support of the petition of Mr. Mark Gross to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the property listed above.

This land and its water shed is on the opposite side of Newport Creek which is in protective easements. Your approval of this would be a major improvement for this environmentally sensitive area.

Yours truly,

A handwritten signature in black ink, appearing to read "Charles R Jenkins".

Charles R Jenkins

CRJ/mmc