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

October 15, 2024

Item #

9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland

9:01 - Closed Session
(Discussion regarding a personnel update, request to transfer to Scale Operator, request to promote to Parks Crew Leader, requests to hire Landfill Operator II, Landfill Operator I, Construction Supervisor, and Correctional Officer Trainees, and other personnel matters, receiving legal advice, discussion of acquisition of real property for a public purpose and performing administrative functions)

10:00 - Call to Order, Prayer, Pledge of Allegiance

10:01 - Report on Closed Session; Review and Approval of Minutes from October 1, 2024

10:02 - Proclamations (2)

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10:05 - Consent Agenda
(Request to Bid Housing Study, Request to Bid Nuisance Abatement, Request to Bid John Walter Smith Park Engineering, Request to Bid John Walter Smith and Newtown Park Bathrooms, Request to Bid Overhead Door Replacement, Change Order Sunset Avenue Relief Sewer, ARPA Funding Ocean City Volunteer Fire Company, Request to Purchase EV Safety Plugs, Nuisance Flooding Grant MOU, Findings of Fact Turning Point Solar, Findings of Fact Rezoning Case No. 445, Coalition Against Bigger Trucks Letter)

2-13

10:06 - Chief Administrative Officer: Administrative Matters
(Solar Bill Discussion with MACo, Buckingham MOU, BOE FY24 Surplus, Request to Purchase Work Order System, Request to Contract and Over Expenditure Ocean Pines WWTP, WWW Radio Water Meters, Solid Waste Over Expenditure Request, FY25 Rural Legacy Agreements, Cannabis Dispensary, Request for Public Hearing CIP, Public Service Commission Comment Period, Hurricane Helene Relief Efforts, Board Appointments)

14-26

10:30 - Public Hearing – MALPF FY25 and FY26 Easements

27

12:00 PM - Questions from the Press; County Commissioner's Remarks

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office
Please be thoughtful and considerate of others**. *Turn OFF all cell phones and notification during the meeting!***

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Minutes of the County Commissioners of Worcester County, Maryland

October 1, 2024

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: a personnel update; promoting Darcy Billetdeaux from parks crew leader to parks superintendent and hiring Chance Congleton as a program manager II within Recreation and Parks; hiring Thomas "Jason" Cooke as a plumbing inspector III within Environmental Programs; transferring Harold Roberts from landfill operator within the Solid Waste Division to correctional officer trainee and hiring Brandon Gilbow, Michael Sample, Musab Farah, Shane Kaufer, Terry Daniels, Donsheika Henry, and Elisha Kees as correctional officer trainees within the County Jail; receiving legal advice from counsel; discussing the acquisition of real property for a public purpose; and performing administrative functions, including discussing potential board appointments.

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

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Mark Piedmonte of Buckingham Presbyterian Church in Berlin 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 September 17, 2024 meeting as presented.

The commissioners presented a proclamation to Deputy Fire Marshal Rob Korb proclaiming October 6-12, 2024 as Worcester County Fire Prevention Week and recognizing October as National Fire Prevention Month.

The commissioners presented a proclamation to Karen Hughes and Maxine Hilliard of

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Life Crisis Center proclaiming October as Domestic Violence Awareness and Prevention Month.

Upon a motion by Commissioner Fiori, the commissioners unanimously approved by consent agenda item numbers 2-12 as follows: FY25 PACT, SOCM, and WAAG grant awards and acceptance packages for use within the Sheriff's Office; out-of-state travel for one staff member within the County Jail to attend a Wardens' Conference in Atlantic City, New Jersey October 8-10, 2024 and for two staff members within County Administration to attend the Association of Government Accountants Professional Development Training in Nashville, Tennessee July 26-31, 2025; a contract from Highland Tanks for a replacement steel collection tank for pump station I in the Ocean Pines Sanitary Service Area (SSA) for $54,219; a contract from Sherwood-Logan and Associates, Inc. for a replacement pump for pump station T in the Ocean Pines SSA for $51,795; a contract from Eastern Shore Lift Truck Company for a forklift for the Recycling Division for $49,985; a contract from Questica for budgeting software for County Administration for a one-year subscription cost of $139,861; transfer of the vacant senior accountant position in the Treasurer's Office to senior budget accountant in County Administration; and 911 Board grant applications for training expenses of $2,520 and for recurring Worcester County 911 Center operation and maintenance expenses for up to $225,000 for FY24 and up to $250,000 for FY25.

In follow up to actions taken by the commissioners on August 6, 2024 and pursuant to the request of Development Review and Permitting Director (DRP) Jennifer Keener and upon a motion by Commissioner Abbott, the commissioners unanimously authorized staff to prepare a request for proposals for their consideration at a future meeting to abate the nuisance of a property located at 842 Colona Road in Pocomoke City and identified on Tax Map 99 as Parcel 12.

TurningPoint Energy (TPE) Project Manager Frances Yuhas and Kimley-Horn & Associations Civil Engineer Christopher Martin met with the commissioners, as part of a pre-application consultation. Ms. Keener advised that TPE is proposing a utility-scale solar energy system (5 MW AC) on MD Rt. 346 and identified on Tax Map 25 as Parcel 3, which is zoned R-2 Suburban Residential District. Ms. Keener advised that prior to applying to the Maryland Public Service Commission (PSC) a developer must either obtain local zoning approvals or perform a pre-application consultation with the local jurisdiction 90 days prior to filing the application. Ms. Keener stated that the location is not consistent with the County's Comprehensive Plan because it is in a growth area and a zoning district in which the County does not allow utility-scale solar projects. She then reviewed potential conditions to assure that protections are in place in the event that the PSC pre-empts the County and approves the application for this project.

Ms. Yuhas reviewed the proposed project, which she advised has been revised to reflect the recommendations of both the County and Town of Berlin. Commissioner Fiori expressed concern that the subject property is located in a growth area. In response to concerns raised by both Commissioners Bunting and Fiori, Ms. Keener reconfirmed that the County does not allow utility-scale solar projects in any residential district; however, the PSC has the final say in the siting of these projects. In response to comments by Commissioner Bunting, County Attorney Roscoe Leslie advised that the meeting today is a consultation, and the commissioners could

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send a letter suggesting the PSC deny this project for the reasons stated. He further advised that they could also choose to adopt or modify staff's suggestions.

Upon a motion by Commissioner Bunting, the commissioners agreed to deny support for the project.

Pursuant to the recommendation of Warden Tim Mulligan and upon a motion by Commissioner Abbott, the commissioners agreed to renew the medical services contract with Wellpath through June 30, 2025 at a cost of $1,822,336.

The commissioners conducted a public hearing to receive comments on the proposed FY25 General Fund Operating Budget Amendment. Budget Officer Kim Reynolds reviewed the changes, which include reducing the Local Core Match for the Health Department from $11,022,108 to $5,422,660, as well as funding of $3,982,229 for three critical projects.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the floor.

Upon a motion by Commissioner Fiori, the commissioners unanimously adopted Resolution No. 24-14 Budget Amendment for FY25.

The commissioners conducted a public hearing to receive comments on Rezoning Case No. 445 to amend the Official Zoning Maps to rezone approximately 18.54 acres of land located on the northerly side of Purnell Crossing Road in Berlin from RP Resource Protection District to A-1 Agricultural District. Mr. Leslie swore in those individuals who planned to give testimony during the hearing. Ms. Keener reviewed the application, which received a favorable recommendation from the commissioners. She advised that the applicant's basis for rezoning is that there was a mistake in zoning the petitioned area RP on November 3, 2009.

Commissioner Bertino opened the floor to receive public comment.

Attorney Kristina Watkowski, speaking on behalf of her clients, reviewed the reason for the request, noting that her client intends to preserve and maintain the existing environmental features and forested area, while subdividing the property for three farmette lots, withi minimal public impact. She stated that this reflects slow, smart growth, and she urged the commissioners to approve the rezoning, as it is more desirable in terms of the Comprehensive Plan.

Professional Land Surveyor Frank Lynch agreed that there had been a mistake in the zoning, and that the proposed rezoning is in conformance with the current Comprehensive Plan.

There being no further public comment, Commissioner Bertino closed the floor.

Following some discussion and upon a motion by Commissioner Bunting, the commissioners unanimously approved the requested rezoning and adopted the Findings of Fact.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bunting, the commissioners unanimously approved a $21,337 over expenditure in the FY25 Recycling Division Budget due to increased fuel costs and an unplanned vehicle repair.

Pursuant to the request of Procurement Officer Nicholas Rice and Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously approved the purchase of a bail hoist roll off truck from Mid-Atlantic Waste Systems through a cooperative Sourcewell contract for $323,885.60.

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Pursuant to the request of Mr. Rice and Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously approved the purchase of a tandem dump truck with snowplow from Bergey's Trucks, Inc. through a cooperative Sourcewell contract for $269,991.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Elder, the commissioners unanimously authorized staff to reduce the speed limit on Jones Road from 50 mph to 30 mph to address safety concerns.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Abbott, the commissioners unanimously accepted a donation of $438,342.41 from the Hill Foundation to purchase and install a new playground at Newtown Park through Cunningham Recreation.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Abbott, the commissioners unanimously approved the FY25 Media Plan.

Pursuant to the request of Ms. Reynolds and upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to approve the FY24 year-end budget transfers totaling $557,277, which includes a transfer in the Sheriff's Office of $214,140.11 to cover overtime. Commissioner Bertino reiterated that all departments and agencies seeking to transfer funds throughout the year must obtain approval from the commissioners before doing so.

Pursuant to the request of Ms. Reynolds and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved FY24 Reserve for Assigned Encumbrances totaling $1,167,798.

Pursuant to the request of Chief Administrative Officer Weston Young and upon a motion by Commissioner Mitrecic, the commissioners unanimously adopted Resolution No. 24-15 establishing the Worcester County Paramedic Scholarship Program, converting the previous pilot program to a permanent program, which provides reimbursement for up to two residents to receive 80% tuition reimbursement after obtaining their paramedic certification at Wor-Wic Community College.

Upon a motion by Commissioner Abbott, the commissioners unanimously authorized Commission President Bertino to sign a letter to the State Soil Conservation Committee supporting a request for longtime Worcester Soil Conservation District Board member and Professional Land Surveyor Gregory Wilkins to continue serving on the board and to waive the annual minimum meeting requirement for him in instances in which there is an overlap of both the SCD and Board of Zoning Appeals where he is frequently required to provide testimony.

Pursuant to the request of Mr. Young and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a strongly worded letter to the Maryland Department

of the Environment opposing the proposed regulations to implement the building electrification requirements associated with the Climate Solutions Now Act of 2022. Mr. Young stated that there are number of private and public buildings that would be impacted, and it is likely that enforcement would be pushed down to the local level. Commissioner Mitrecic stated that this would be devastating to the County and private businesses, which would be charged escalating fines for noncompliance.

The commissioners answered questions from the press.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter to Governor Wes Moore seeking his assistance to address an alarming situation in which insurance companies are refusing to issue or renew home insurance policies for older mobile and manufactured homes in Ocean City.

In response to concerns raised by Commissioner Abbott, Mr. Young agreed that County staff would support and publicize a donation drive being spearheaded by Sara Chapman of Eastern Shore Lanes to provide emergency relief to McDowell County, North Carolina residents impacted by Hurricane Helene.

Following a motion by Commissioner Fiori, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 11:17 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, and Public Information Officer Kim Moses. Topics discussed and actions taken included receiving legal advice from counsel and discussing the acquisition of real property for a public purpose.

The commissioners answered questions from the press, after which they adjourned to meet again on October 15, 2024.

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

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

OFFICE OF THE
COUNTY COMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
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WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, the Commissioners join with the Eastern Shore Chapter of the National Federation of the Blind of Maryland to celebrate October 15, 2024 as White Cane Awareness Day, recognizing that the white cane is an essential tool that gives those who are blind the ability to live independently and to move freely and safely from place to place; and

WHEREAS, the white cane demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment. The white cane allows every blind person to participate in and contribute to their communities; and

WHEREAS, we urge motorists and cyclists to recognize that the law requires them to exercise appropriate caution when approaching a blind person carrying a white cane and remind employers to recognize the worth of blind individuals and to utilize their diverse employment skills in this increasingly competitive labor market.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim October 15, 2024 as **White Cane Awareness Day** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of October, in the Year of Our Lord Two Thousand and Twenty-Four.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, this Economic Development Week, October 21-25, 2024, we highlight the efforts of Worcester County Tourism and Economic Development (WCTED), local chambers of commerce, and other local and state partners to attract new residents and businesses, spur job growth, and promote countywide tourism. View WCTED's series of commercials, videos, interviews, and shows at www.youtube.com/@MarylandsCoast; and

WHEREAS, WCTED kicked off Economic Development Week with a networking mixer at Reverie in Berlin, and all community members are invited to participate in these upcoming Economic Development Week activities: marketing workshops at Maryland's Coast Office on West Green Street October 15 and 22 on LinkedIn Recruitment and Customer Reviews and on Website Creation and Management. Then on October 23 from 3-6 p.m. those seeking new career opportunities are invited to take part in the Worcester County Job Fair at the Snow Hill Volunteer Fire Company.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim October 21-25, 2024 as **Economic Development Week** and celebrate the initiatives of WCTED in partnership with area chambers of commerce that are energizing our communities, strengthening our competitiveness and boosting our quality of life.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of October, in the Year of Our Lord Two Thousand and Twenty-Four.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

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Theodore J. Elder

Joseph M. Mitrecic

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MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Bid – Housing Study

Attached for your review and approval are proposal documents for contracting with a consulting firm for the purpose of updating the 2004 Affordable Housing Report and Substandard Housing Study. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

The County has received grant funding in the amount of $50,000 for these services in account 100.1008.6180.040 - Housing Rehabilitation Program CDBG Housing Rehab Grant.

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

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

REQUEST FOR PROPOSAL

PROJECT: Worcester County Housing Study

DEPARTMENT: Development, Review and Permitting

VENDOR:

NAME: _____

ADDRESS: _____

_____

PROPOSAL OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract with a consulting firm for the purpose of updating the 2004 Affordable Housing Report and Substandard Housing Study in conformity with the requirements contained herein ("Proposal Document(s)").

B. **CLARIFICATION OF TERMS**

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

C. **QUESTIONS AND INQUIRES**

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

D. **FILLING OUT PROPOSAL DOCUMENTS**

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

E. **SUBMISSION OF PROPOSAL DOCUMENTS**

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
b. Character, integrity, reputation, experience and efficiency.
c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
e. Evidence of adequate insurance to comply with Contract terms and conditions.
f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
g. Explanation of methods to be used in fulfilling the Contract.
h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.

4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

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

I. **DESCRIPTIVE LITERATURE**

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

J. **NOTICE TO VENDORS**

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

K. **PIGGYBACKING**

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. **ECONOMY OF PROPOSAL**

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

B. **PUBLIC INFORMATION ACT (PIA)**

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

C. **CONTRACT AWARD**

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

D. **AUDIT**

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

E. **NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. **MODIFICATION OR WITHDRAWL OF PROPOSAL**

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

G. **DEFAULT**

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

H. **COLLUSION/FINANCIAL BENEFIT**

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

I. **TAX EXEMPTION**

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

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

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

M. **APPROVED EQUALS**

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

N. **DELIVERY**

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

O. **INSURANCE**

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

P. **PROPOSAL EVALUATION**

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

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

B. **MATERIALS, SERVICES AND FACILITIES**

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

C. **INSPECTION AND TESTING**

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

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

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

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

G. **LICENSES AND PERMITS**

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

H. **SUPERVISION**

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

I. **CLEAN UP**

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

J. **CHANGES IN WORK**

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

K. **TIME FOR COMPLETION**

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

L. **LIQUIDATED DAMAGES**

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. **CORRECTION OF WORK**

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

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

O. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which

the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. **GUARANTEE**

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. **SCOPE**

1. The County is seeking proposals from qualified Vendors for the purpose of preparing a comprehensive housing study in accordance with the terms and conditions and specifications set forth in this solicitation.
2. The Project will entail the preparation of a Housing Report to include the following:
    a. An update to the 2004 Substandard Housing Survey to identify and map substandard single-family housing units as indicated by the condition of the exterior structure and grounds, to include all municipalities of Worcester County.
    b. An update to the Affordable Housing report from 2004.
    c. An analysis of current demographic, economic and housing market conditions in Worcester County.
    d. A household and housing demand forecast for the County to the year 2050.
    e. Identification of current programs and potential funding sources that could be utilized to improve the County's housing stock; and
    f. Provide recommendations that will allow the County to develop an overall housing program that will improve the existing housing stock, target areas identified in the study to provide the highest and best use of funding and provide a greater supply of affordable housing.
    g. Presentation of the findings to the Worcester County Commissioners at a public meeting.

B. **CONTRACT PRICING**

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. **OVERVIEW AND BACKGROUND**

1. Worcester County has a year-round population of 52,607 people according to the 2020 Census, an increase of 6,064 persons over the last twenty-year planning period. The incorporated towns of Ocean City, Berlin, Snow Hill and Pocomoke City are in the County. Although each jurisdiction has its own governing body and planning authority, each of these towns contribute to the County's development patterns, attraction of visitors, and represent the County's growth centers. In addition, the unincorporated residential waterfront community of Ocean Pines is a high growth area, located in the County's north end near Ocean City and has an estimated year-round population of over 12,000 residents.
2. The County's population growth continues to be dominated by in-migration and second home demand. The County has a high level of owner-occupied units (76.6%), but a high vacancy rate (58%) indicating that much of the existing housing stock is comprised of second homes. As acknowledged in the 2004 Affordable Housing Report, it is common for a second homeowner to become a full-time resident upon retirement.
3. Housing affordability has become a growing issue in Worcester County, with 32% of homeowners and 54.7% of renters considered housing burdened, which is defined as housing costs exceeding 30% of the household income. Worcester County has also experienced a higher-than-average share of residential units becoming a part of the short-term rental market each year. This factor impacts the local workforce, as many seasonal employees in the hospitality industry are now struggling to find housing that is affordable.

4. The Worcester County Housing Rehabilitation Program currently focuses on the rehabilitation or replacement of owner-occupied, single-family dwellings throughout the county to benefit low- and moderate-income (LMI) persons and households. The program is focused on funding rehabilitation projects that target the dwelling units described as "marginal or gray areas" in the 2004 Substandard Housing Survey that are at risk for classification as "substandard" without receiving the necessary repairs and maintenance.
5. Current funding sources are primarily through the Maryland Department of Housing and Community Development (DHCD). Worcester County receives grant funds via the Community Development Block Grant (CDBG) and assists customers via a combination of grants and loans through the state Special Loans Program. Funds are also leveraged with non-profit partnerships; however, the need exceeds the amount of funding received.

D. **SCHEDULE AND PROJECT TIMELINE**

1. The anticipated RFP Schedule and Project Timeline are as follows (please note that the dates for the tasks listed after the Proposal Due Date may be revised if necessary):
    a. RFP Release: Tuesday, October 15, 2024
    b. Proposals Due:
    c. Review Committee Evaluation Complete:
    d. Selection by County Commissioners:
    e. Execute Contract:
    f. Project Completion: Nine (9) months after contract execution (Tentative)
        i. Vendors shall submit a project schedule showing key task target dates, including public meetings, and estimated task duration.

E. **SUBMITTAL REQUIREMENTS**

1. Vendors are required to provide the following within their proposal:
    a. Letter of Interest – Introduce the team and demonstrate the team's understanding of the nature of the proposal.
    b. Personnel - Provide a resume for each of your current key professional staff that may be involved in this project.
    c. Experience - State the number of years your organization has provided this type of service. List similar projects your organization has completed. Include project description, completion date, and jurisdiction.
    d. Project Approach – Describe how you would approach this project, given your experience and the scope as presented. Identify key tasks, who will be responsible for completing them, and what is needed from the client or other sources to ensure successful completion. Include timeline expectations that reflect your experience in what is practical.
    e. Estimated Effort and Proposed Budget – Demonstrate how you can complete the desired work in the timeline presented in this RFP. Provide a statement that clearly conveys the ability of the proposed project personnel to complete the project in view of the firm's current workload. Provide a detailed budget breakdown, including costs for each component of the project.
    f. Client References – Please provide three references for those who are familiar with your company's ability to undertake and complete comparable projects. Include contact names, titles, and contact information.

F. **GENERAL REQUIREMENTS**

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

G. **ATTACHMENT**
   1. Required Conflict of Interest Disclosure forms from the State of Maryland.

H. **PAYMENT**
   1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
   2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
      a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
      b. The County will <u>not</u> be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
   3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

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

J. **AWARD**
   1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
20%	Qualifications of the Organization
20%	Vendor's knowledge, experience and availability to perform the specified work (based on previous jobs of a similar nature)
20%	Vendor's understanding of the purpose and objectives of the specified work, with the ability to be flexible and implement ideas or concepts
10%	Familiarity and knowledge of Worcester County, Maryland
30%	Proposal Cost

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

   a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "WORCESTER COUNTY HOUSING STUDY" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the Worcester County Housing Study as stated in the Proposal Specifications.	

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

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

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

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

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

REFERENCES

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

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

_____ _____

Sign for Identification Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

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

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

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

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

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

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____
_____

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

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

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

_____
_____
_____

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

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

_____ _____
Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

Conflict of Interest Disclosure
Contractor*

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 _____. 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 _____ 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 non-construction contracts and for single family housing rehabilitation only .*

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
□ **Conflict of Interest does not exist**	□ **Conflict of Interest exists**	
Date Sent to State:	□ **Waiver Granted**	□ **Waiver Denied**

Conflict of Interest Disclosure
Financial Assistance

All applicants for direct financial assistance through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest related to participation in the program. A conflict of interest may occur if an application is related to or has a business relationship with an employee, officer or elected official of _____. If it is determined there is a conflict of interest or potential conflict of interest, you may not be approved for assistance. The _____ 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 you now or have you ever been an employee, agent, consultant, officer, elected official or appointed official of _____? □ Yes □ No
   If yes, please identify:_____

2. Are you 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 you 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 Grantee Use Only:

CDBG Grant Number:	**Date Received:**
□ Conflict of Interest does not exist	**□ Conflict of Interest exists**
Date Sent to State:	**□ Waiver Granted □ Waiver Denied**

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Bid – Nuisance Abatement

Attached for your review and approval are bid documents for the purpose of abating the nuisance conditions per Nuisance Abatement Order No. 24-1 located at 842 Colona Road, Pocomoke City, Maryland. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

The Development, Review and Permitting department will review and accept the bills then forward them to the Treasurer's Office for payment from the property owner. If left unpaid, these will be added to the owner's taxes.

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

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

INVITATION FOR BID

PROJECT: **Nuisance Abatement – 842 Colona Road, Pocomoke City**

DEPARTMENT: **Development, Review and Permitting**

VENDOR:

NAME: _____

ADDRESS: _____

_____

BID OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to contract for the purpose of abating the nuisance conditions per Nuisance Abatement Order No. 24-1 located at 842 Colona Road, Pocomoke City, Maryland in conformity with the requirements contained herein ("Bid Document(s)").

B. **CLARIFICATION OF TERMS**

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

C. **QUESTIONS AND INQUIRES**

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

D. **FILLING OUT BID DOCUMENTS**

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

E. **SUBMISSION OF BID DOCUMENTS**

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **NUISANCE ABATEMENT – 842 COLONA ROAD** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. **OPENING OF BIDS**

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

G. **ACCEPTANCE OR REJECTION OF BIDS**

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

a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
b. Character, integrity, reputation, experience and efficiency.
c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
e. Evidence of adequate insurance to comply with Contract terms and conditions.
f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
g. Explanation of methods to be used in fulfilling the Contract.
h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.

4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

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

I. **DESCRIPTIVE LITERATURE**

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

J. **NOTICE TO VENDORS**

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

K. **PIGGYBACKING**

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. **ECONOMY OF BID**

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

B. **PUBLIC INFORMATION ACT (PIA)**

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

C. **CONTRACT AWARD**

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

D. **AUDIT**

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

E. **NONPERFORMANCE**

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

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

F. **MODIFICATION OR WITHDRAWL OF BID**

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

G. **DEFAULT**

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

H. **COLLUSION/FINANCIAL BENEFIT**

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

I. **TAX EXEMPTION**

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. **APPROVED EQUALS**

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

N. **DELIVERY**

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

O. **INSURANCE**

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

P. **BID EVALUATION**

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

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

B. **MATERIALS, SERVICES AND FACILITIES**

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

C. **INSPECTION AND TESTING**

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

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

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

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

G. **LICENSES AND PERMITS**

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

H. **SUPERVISION**

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

I. **CLEAN UP**

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

J. **CHANGES IN WORK**

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

K. **TIME FOR COMPLETION**

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

L. **LIQUIDATED DAMAGES**

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. **CORRECTION OF WORK**

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

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

O. **BID BOND**

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

P. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred

percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.

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

Q. **GUARANTEE**

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. **SCOPE**

1. The County is seeking proposals from qualified Vendors for the purpose of abating a declared nuisance condition in accordance with the terms and conditions and specifications set forth in this solicitation.
2. The Project will entail the abatement of a nuisance at 842 Colona Road, Pocomoke City, Maryland, to include the following:
    a. Removal of household trash and debris within the area delineated on the attached aerial exhibit.
    b. Removal of overgrown grass, weeds and other rank vegetation exceeding one foot on the subject property.
    c. Retention of all existing trees within the delineated work area.
    d. Coordinate the protection of all utilities that serve the structure, including electric, phone, internet and cable television by the appropriate utility company. Secure and maintain an updated Miss Utility ticket.
    e. Septic serving this property is an elevated system with adjacent reserve area, pump station, distribution box, and tank. All features shall be clearly marked in the field and protected prior to any work commencing. No heavy equipment (track loaders, backhoes, etc.) shall traffic through or impact these areas. Confirmation that the areas are properly located shall be obtained from the Department of Environmental Programs prior to the issuance of a Notice to Proceed.
    f. Restoration of the site.
        i. Backfill any excavated and below exterior grade area because of the debris removal.
        ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.
        iii. Areas damaged and disturbed shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.
    g. The Contractor shall supply sanitary facilities for site use by workers. All facilities shall be maintained and comply with local State health standards.
3. All work must be completed within 60 days of issuance of Notice to Proceed.
    a. Bid responses shall include contractor's first available date for work at site.

B. **CONTRACT PRICING**

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. **BACKGROUND**

1. On August 1, 2024, the Worcester County Commissioners declared a public nuisance to be abated at 842 Colona Road, Pocomoke City, Maryland pursuant to Nuisance Abatement Order No. 24-1. The property owners were provided with 30 days to remove the household trash and debris and cut the vegetative overgrowth. Compliance was not obtained.

D. **GENERAL REQUIREMENTS**

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

E. **ATTACHMENTS**

1. Aireal map of the property

F. **PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

G. **QUESTIONS**

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

H. **AWARD**

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

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "NUISANCE ABATEMENT – 842 COLONA ROAD, POCOMOKE CITY" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the Nuisance Abatement of 842 Colona Road, Pocomoke City as stated in the Bid Specifications.	

First Available date to begin work at site? _____

Vendor agrees to have the Work completed within 60 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

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

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

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

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

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

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

REFERENCES

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

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

_____ _____

Sign for Identification Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

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

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

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

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

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

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of

_____ whose address is
(name of corporation)

_____

_____

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

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

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

_____

_____

_____

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

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

_____ _____

Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

Public Health Article: Environmental Health Hazards - Nuisance Abatement
State Department of Assessment & Taxation ID No: 24-01-011995
842 Colona Road, Pocomoke City, Maryland
September 2024

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Bid – John Walter Smith Park Site/Civil Engineering Services

Attached for your review and approval are proposal documents for site and civil engineering services at John Walter Smith Park. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

The intent is to improve parking conditions along both side of John Walter Smith Rd. Parking. Improvements to include either a paved or gravel surface, demarcation of parking spaces, drainage and stormwater management.

Funding for this project was approved by Program Open Space under account 100.1602.500.6160.241, Grant Programs New Park Development. Project Open Space funding is 90% reimbursable.

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

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

REQUEST FOR PROPOSAL

PROJECT:	**John Walter Smith Park** **Site/Civil Engineering Services**
DEPARTMENT:	**Recreation and Parks**

VENDOR:

NAME:	
ADDRESS:	

PROPOSAL OPENING:

DATE:	
TIME:	**2:30pm**

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract for site and civil engineering services for the proposed development of Tax Map: 63, Parcel 140 located at 6022 Public Landing Road in conformity with the requirements contained herein ("Proposal Document(s)").

B. **CLARIFICATION OF TERMS**

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

C. **QUESTIONS AND INQUIRES**

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

D. **FILLING OUT PROPOSAL DOCUMENTS**

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

E. **SUBMISSION OF PROPOSAL DOCUMENTS**

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

H. **QUALIFICATIONS**

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

I. **DESCRIPTIVE LITERATURE**

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.

2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. **NOTICE TO VENDORS**

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

K. **PIGGYBACKING**

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. **ECONOMY OF PROPOSAL**

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

B. **PUBLIC INFORMATION ACT (PIA)**

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

C. **CONTRACT AWARD**

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

D. **AUDIT**

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

E. **NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. **MODIFICATION OR WITHDRAWL OF PROPOSAL**

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

G. **DEFAULT**

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

H. **COLLUSION/FINANCIAL BENEFIT**

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

I. **TAX EXEMPTION**

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

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

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

M. **APPROVED EQUALS**

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

N. **DELIVERY**

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

O. **INSURANCE**

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

P. **PROPOSAL EVALUATION**

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

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

B. **MATERIALS, SERVICES AND FACILITIES**

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

C. **INSPECTION AND TESTING**

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

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

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

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

G. **LICENSES AND PERMITS**

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

H. **SUPERVISION**

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

I. **CLEAN UP**

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

J. **CHANGES IN WORK**

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

K. **TIME FOR COMPLETION**

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

L. **LIQUIDATED DAMAGES**

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. **CORRECTION OF WORK**

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

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

O. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings,

covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. **GUARANTEE**

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. **SCOPE**
   1. The County is seeking proposals from qualified Vendors to provide site and civil engineering services for the proposed development of Tax Map: 63, Parcel 140 located at 6022 Public Landing Road in accordance with the terms and conditions and specifications set forth in this solicitation.
   2. The proposed project consists of providing a permanent hard surface parking area in five (5) separate grass parking areas totaling approximately 43,000 SF providing a permanent physical vehicular barrier to delineate parking from other recreational uses.
      a. The existing parking areas extend approximately 1,300 LF and are accessible directly from John Walter Smith Road.

B. **CONTRACT PRICING**
   1. Pricing must include all labor, materials, tools, and equipment to perform Work.
   2. Pricing will not change during the Contract Period.

C. **SUMMARY**
   1. The Successful Vendor will provide site and civil engineering services to result in approved Construction Drawing to be used for bidding.
      a. PRE-DESIGN SERVICES
         i. Conduct a detailed site survey and assessment.
         ii. Prepare base mapping, including topographic and boundary surveys.
      b. DESIGN SERVICES
         i. Develop site and civil engineering designs in accordance with applicable codes and standards.
         ii. Prepare design drawings, including grading, drainage, erosion control, and utility plans.
         iii. Design stormwater management systems, including detention/retention ponds and drainage infrastructure.
         iv. Prepare technical specifications and cost estimates.
      c. PERMITTING SERVICES
         i. Obtain necessary permits and approvals from local, state, and federal agencies.
         ii. Ensure compliance with all environmental and regulatory requirements.
         iii. Coordinate with relevant agencies for inspections and approvals
      d. TECHNICAL BIDDING PHASE SERVICES
         i. Chair pre-bid meeting with construction contractors, record and distribute meeting minutes
         ii. Respond to contractor requests for information
         iii. Assist in answering questions and issuing addendums
         iv. Review contractor bid packages, tabulate bids, provide written recommendation for award of construction contract.
         v. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
         vi. Submit bid package and recommendation of award to funding agency for concurrence.

vii. Provide value engineering recommendations in cases where bids come in higher than construction funding available.
viii. Assist in value engineering negotiations with bidders as needed.

e. CONSTRUCTION PHASE SERVICES
   - **i.** Chair preconstruction meeting with successful contractor, record and distribute meeting minutes
   - **ii.** Review of project submittals
   - **iii.** Respond to Requests for Information
   - **iv.** Review of the project schedule
   - **v.** Provide full time Resident Project Representative (RPR) services for the duration of the project (assume _____ month construction duration for the purposes of bidding)
   - **vi.** Consultant shall provide an hourly rate for construction inspection services and include the qualifications of the proposed construction inspector (RPR).
   - **vii.** Chair monthly progress meetings and providing meeting minutes
   - **viii.** Review contractor pay requests and make recommendations for payment
   - **ix.** Prepare and submit payment reimbursement request to funding agencies
   - **x.** Conduct on-site conformational survey of critical elevations.
   - **xi.** Prepare as-built drawings based on contractor prepared red line drawings.
   - **xii.** Scheduling and attending the final inspection of the construction, prepare the final punch list

D. **PROPOSAL CONTENT**
1. Each proposal shall include the following information at a minimum:
   a. General Description of the Firm, including the office responsible for completion of the work
   b. Approach to completion of this project
   c. Management and Staffing Plan to identify the key personnel assigned to the project
   d. Qualifications of the firm, including specific qualifications of the Project Manager, Inspector, and key personnel
   e. Quality Control program description
   f. References for similar projects
   g. Cost proposal as described in the Proposal Form
   h. Schedule of completion including major milestones of Percent Complete (30%, 90%, and 100%), Highlight any critical path items

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

F. **PRE-PROPOSAL CONFERENCE**
1. A pre-proposal meeting will be held on _____ on-site at 6022 Public Landing Road, Snow Hill MD 21863.

G. **PAYMENT**
1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**

a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.

3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

H. **QUESTIONS**

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

I. **AWARD**

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
20%	Qualifications of the Organization
10%	Vendor's understanding of the purpose and objectives of the specified work
20%	Vendor's organizational capacity to meet the demands of the RFP specifications (based on the firm's history with meeting project schedules)
20%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

   a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "JOHN WALTER SMITH PARK SITE/CIVIL ENGINEERING SERVICES" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Pre-Design Phase Services	
2	Design Phase Services	
3	Permitting Phase Services	
4	Technical Bidding Phase Services	
5	Construction Phase Services	
TOTAL		

OPTIONAL ITEMS

Hourly Rate for Inspection and RPR Services	$_____/hour

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

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

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

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

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

REFERENCES

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

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

_____ _____

Sign for Identification Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

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

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

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

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

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

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____
_____

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

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

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

_____
_____
_____

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

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

_____ _____
Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Bid – John Walter Smith and Newtown Park Bathroom Renovations

Attached for your review and approval are proposal documents for the renovation of the bathrooms at John Walter Smith and Newtown Park. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for this project was approved by Program Open Space under account 100.1602.500.6160.241, Grant Programs New Park Development. Project Open Space funding is 90% reimbursable.

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

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

REQUEST FOR PROPOSAL

PROJECT: **John Walter Smith & Newtown Park Bathroom Renovations**

DEPARTMENT: _____

VENDOR:

NAME: _____

ADDRESS: _____

_____

PROPOSAL OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County ("County") to contract for a complete renovation of both Men's and Women's Restroom facilities at John Walter Smith Park and Newtown Park in conformity with the requirements contained herein ("Proposal Document(s)").

B. **CLARIFICATION OF TERMS**

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

C. **QUESTIONS AND INQUIRES**

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

D. **FILLING OUT PROPOSAL DOCUMENTS**

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

E. **SUBMISSION OF PROPOSAL DOCUMENTS**

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
b. Character, integrity, reputation, experience and efficiency.
c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
e. Evidence of adequate insurance to comply with Contract terms and conditions.
f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
g. Explanation of methods to be used in fulfilling the Contract.
h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.

4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

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

I. **DESCRIPTIVE LITERATURE**

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

J. **NOTICE TO VENDORS**

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

K. **PIGGYBACKING**

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. **ECONOMY OF PROPOSAL**

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

B. **PUBLIC INFORMATION ACT (PIA)**

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

C. **CONTRACT AWARD**

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

D. **AUDIT**

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

E. **NONPERFORMANCE**

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. **MODIFICATION OR WITHDRAWL OF PROPOSAL**

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

G. **DEFAULT**

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

H. **COLLUSION/FINANCIAL BENEFIT**

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

I. **TAX EXEMPTION**

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

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

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

M. **APPROVED EQUALS**

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

N. **DELIVERY**

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

O. **INSURANCE**

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

P. **PROPOSAL EVALUATION**

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

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

B. **MATERIALS, SERVICES AND FACILITIES**

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

C. **INSPECTION AND TESTING**

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

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

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

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

G. **LICENSES AND PERMITS**

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

H. **SUPERVISION**

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

I. **CLEAN UP**

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

J. **CHANGES IN WORK**

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

K. **TIME FOR COMPLETION**

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

L. **LIQUIDATED DAMAGES**

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. **CORRECTION OF WORK**

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

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

O. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which

the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. **GUARANTEE**

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. **SCOPE**
   1. The County is seeking proposals from qualified Vendors to provide a complete renovation of both Men's and Women's Restroom facilities at John Walter Smith Park and Newtown Park in accordance with the terms and conditions and specifications set forth in this solicitation.
      a. **John Walter Smith Park**- 6022 Public Landing Road, Snow Hill MD 21863
      b. **Newtown Park**- 2001 Groton Road, Pocomoke, MD 21851

B. **CONTRACT PRICING**
   1. Pricing must include all labor, materials, tools, and equipment to perform Work.
   2. Pricing will not change during the Contract Period.

C. **SUMMARY**
   1. When complete, bathrooms need to be ADA compliant.
   2. Women's restroom facilities must have 2 stalls.
   3. Men's restroom facilities must have 1 stall and 1 urinal.
   4. Stall dividers must be made of plastic and have stainless hardware.
   5. All bathrooms should have 1 sink, 1 mirror and 1 electric hand drying station.
   6. New lighting should be LED and provide adequate lighting throughout the restroom facilities.
   7. Ceilings should be PVC Drop Ceiling tiles.
   8. Ventilation is needed.
   9. CW piping needs to be increased to handle flush valves.
   10. Expansion tank needs to be increased in size.
   11. Floors need to be resurfaced using a commercial grade epoxy system.
   12. Walls must be coated with a commercial epoxy paint.

D. **GENERAL REQUIREMENTS**
   1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
   2. Bathrooms should be designed and built for easy winterization.
   3. All contractors must be licensed and provide proof upon submitting the RFP.
   4. All permits will apply and must be pulled by the contractor.

E. **PROPOSAL REQUIREMENTS**
   1. Proposals shall provide a straightforward presentation of the Vendor's price, experience, qualifications, quality assurance procedures, and references.
   2. The Successful Vendor must have visited the site, prior to bidding and have a full understanding of the Project's Scope of Work.
   3. This project must take into account all Americans with Disability Act (ADA) requirements.

F. **EVALUATION CRITERIA**
   1. EXECUTIVE SUMMARY
      a. Vendors shall include an Executive Summary of their proposal for the evaluation committee's review.
      b. Executive Summary shall highlight important features, qualifications and special abilities, strengths, etc. of the Vendor. The Executive Summary must also include a brief statement of how the Vendor shall meet the minimum qualification criteria as set forth in the RFP.

c. Areas not described in this RFP, but which the Vendor believes to be essential to the performance and completion of these services, should also be addressed in this section.

2. CAPACITY AND CAPABILITY
    a. Describe your company and what qualifies it for providing the required services. Include professional qualifications, capabilities and experience of key personnel.
3. QUALIFICATIONS
    a. Vendors must provide references and information regarding experience with providing similar types of services.
    b. Provide a list of specific examples of your company's experience with any similar past or on-going projects.
4. COST
    a. Each proposal must include a lump sum price for each set of the two (2) "Men and Women" restroom facilities as well as a price breakdown detailing all costs.

G. **TIMELINE/SCHEDULE**
1. Proposal Due Date and Opening – _____
2. Work must commence within thirty (30) calendar days from Notice to Proceed.
    a. Notice to Proceed will begin once all permits have been received.
3. All Work must be completed within ninety (90) calendar days from Notice to Proceed.

H. **PRE-PROPOSAL CONFERENCE**
1. A pre-proposal conference will be held on site at _____.

I. **PAYMENT**
1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
    a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
    b. The County will <u>not</u> be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

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

K. **AWARD**
1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
10%	Qualifications of the Organization
20%	Vendor's understanding of the purpose and objectives of the specified work
10%	Vendor's organizational capacity to meet the demands of the RFP specifications
30%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

   a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "JOHN WALTER SMITH & NEWTOWN PARK BATHROOM RENOVATIONS" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the renovation of four (4) bathrooms, two (2) at John Walter Smith Park and two (2) at Newtown PArk as stated in the Proposal Specifications.	

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

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

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

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

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

REFERENCES

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

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

_____ _____

Sign for Identification Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

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

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

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

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

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

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)

and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____
_____

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

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

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

_____
_____
_____

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

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

_____ _____
Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

MARYLAND'S Coast
WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Bid – Overhead Door Replacement

Attached for your review and approval are bid documents for Solid Waste to purchase and have installed five (5) new overhead doors at the Central Site Landfill. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for this purchase was approved in the FY25 operating budget in the amount of $150,000 under Capital Equipment account, 680.7002.9010.050.

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

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

INVITATION FOR BID

PROJECT:	**Overhead Door Replacement**
DEPARTMENT:	**Solid Waste**

VENDOR:

NAME:	
ADDRESS:	

BID OPENING:

DATE:	
TIME:	

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SECTION I: INTRODUCTION

A. **PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to contract for the removal and replacement of five (5) overhead shop doors and openers at the Central Site Landfill in conformity with the requirements contained herein ("Bid Document(s)").

B. **CLARIFICATION OF TERMS**

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

C. **QUESTIONS AND INQUIRES**

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

D. **FILLING OUT BID DOCUMENTS**

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

E. **SUBMISSION OF BID DOCUMENTS**

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **OVERHEAD DOOR REPLACEMENT** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

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

F. **OPENING OF BIDS**

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

G. **ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
    a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    b. Character, integrity, reputation, experience and efficiency.

c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
e. Evidence of adequate insurance to comply with Contract terms and conditions.
f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
g. Explanation of methods to be used in fulfilling the Contract.
h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.

4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. **QUALIFICATIONS**

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

I. **DESCRIPTIVE LITERATURE**

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

J. **NOTICE TO VENDORS**

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

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. **PIGGYBACKING**

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. **ECONOMY OF BID**

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

B. **PUBLIC INFORMATION ACT (PIA)**

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

C. **CONTRACT AWARD**

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

D. **AUDIT**

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

E. **NONPERFORMANCE**

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

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

F. **MODIFICATION OR WITHDRAWL OF BID**

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

G. **DEFAULT**

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

H. **COLLUSION/FINANCIAL BENEFIT**

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

I. **TAX EXEMPTION**

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. **APPROVED EQUALS**

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

N. **DELIVERY**

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

O. **INSURANCE**

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

P. **BID EVALUATION**

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. **DRAWINGS AND SPECIFICATIONS**

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

B. **MATERIALS, SERVICES AND FACILITIES**

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

C. **INSPECTION AND TESTING**

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

D. **APPROVAL OF SUBSTITUTION OF MATERIALS**

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

E. **PROTECTION OF WORK, PROPERTY AND PERSONS**

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

F. **BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

G. **LICENSES AND PERMITS**

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

H. **SUPERVISION**

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

I. **CLEAN UP**

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

J. **CHANGES IN WORK**

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

K. **TIME FOR COMPLETION**

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

L. **LIQUIDATED DAMAGES**

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. **CORRECTION OF WORK**

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

N. **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

O. **BID BOND**

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

P. **PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds $100,000, each in the amount of one hundred

percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.

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

Q. **GUARANTEE**

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. **SCOPE**
   1. The County is seeking bids from qualified Vendors to remove and replace five (5) overhead shop doors and openers at the Central Site Landfill in accordance with the terms and conditions and specifications set forth in this solicitation.

B. **CONTRACT PRICING**
   1. Pricing must include all labor, materials, tools, and equipment to perform Work.
   2. Pricing will not change during the Contract Period.

C. **SUMMARY**
   1. The work shall consist of the removal of the existing commercial steel Flat Slat doors and openers. The purchase and installation of five (5) new steel Flat Slat overhead doors and openers.
      a. There are Five (5) 16' x 16' doors.
      b. After the doors have been removed, they can be left on site. The county will dispose of the old doors.
   2. Overhead Doors shall be Insulated Flat Slat Rolling Steel Doors.
   3. The Contractor shall work on one door until completion before moving to another door.
   4. The building will remain fully operational throughout the project and must be able to be secured at the end of each day.
   5. Work hours will be between 7:30 am and 4:00 pm Monday through Friday.
   6. All delivered materials shall remain in original packaging until ready for installation and must be protected from the elements.
      a. The County will not accept any material damaged by the weather/elements.
   7. The Contractor shall be responsible for cleaning and fully adjusting each door after installation.

D. **SPECIFICATIONS AND ASSEMBLY**
   1. The steel doors shall be insulated, Flat Slat Rolling Steel Doors
      a. Gray Finish
      b. E Guides Mounted to Steel Jambs
      c. Wind Load to 50 PSF
      d. Five (5) Gearhead Operators w/Manual Chain Hoist
      e. 208 V 3 Phase 1 HP Motors
      f. Five (5) Electric Safety Edges
   2. Weather Stripping:
      a. Flexible bulb-type strip at bottom section.
      b. Flexible jamb seals.
      c. Flexible header seal.

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

F. **PRE-BID CONFERENCE**
   1. A pre-bid conference will be held on site at the Central Site Landfill, located at 7091 Central Site Lane, Newark, MD 21841, on _____.

G. **PAYMENT**
   1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. **QUESTIONS**

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

I. **AWARD**

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

END OF SECTION

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

FORM OF BID

To whom it may concern:

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

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Provide labor, materials and equipment for the removal and replacement of five (5) 16' x 16'Overhead Shop Doors as stated in the Bid Specifications.	5		

Vendor agrees to have the Work completed within 60 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

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

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

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

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

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

_____ _____
Sign for Identification Printed Name

_____ _____
Title Email

REFERENCES

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

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

_____ _____

Sign for Identification Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

Number	**Date**	**Initials**
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Sign for Identification Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

****

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax: _____

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

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

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

****

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

_____

Telephone No.: _____ Fax:

_____

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

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

_____
_____
_____

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

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

_____ _____
Sign for Identification Printed Name

NON-COLLUSIVE AFFIDAVIT

_____being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Printed Name

_____
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. **Independent Contractor**.

    a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.

    b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

    c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. **Insurance Requirements**.

    a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

    b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

    c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

    d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

    e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

13. **Ownership of Documents; Intellectual Property**.

    a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

    b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

    c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments**. Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records**. Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. **Remedies**.

    a. **Corrections of errors and omissions**. Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off**. The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative**. These remedies are cumulative and without waiver of any others.

17. **Responsibility of Contractor**.

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. **Severability/Waiver**. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. **Subcontracting or Assignment**. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

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

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
DATE: **October 1, 2024**
SUBJECT: **Sunset Avenue Sewer Relief Line – Design Change Order**
West Ocean City Service Area

Public Works is requesting Commissioner approval of a change order of $6,750.00 for additional survey work relating to an unbudgeted Sunset Avenue Relief Sewer design in the West Ocean City Service area. There is no budget in account 580.9010.080 but there are funds available in the West Ocean City Savings account, 580.1025, to cover this as mentioned in the January 2, 2024 memo that was approved. The original project amount was $23,456 and was award to J.W. Salm Engineering. With this change order, the contract amount will exceed $25,000 and therefore requires Commissioner approval. It would show as an overage on the referenced account in the FY 25 budget.

The project is needed to eliminate surcharging in the existing Sunset Avenue sewer. Seasonal high flows are exceeding the capacity of the gravity sewer pipe and is causing surcharging in manholes along Sunset Avenue. The design proposes a new force main pipe to bypass sections of gravity sewer using an existing pump station. The additional survey is needed to determine the location of potential utility conflicts along the force main path. The West Ocean City sewer collection system was designed in 1984 and construction completed 1988 per record drawings.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
Tony Fascelli
Quinn Dittrich

J. W. SALM ENGINEERING, INC.

P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811

phone: 410.641.0126
fax: 410.641.0128
e-mail: comments@jwse.com

September 19, 2024

Dallas Baker, P.E.
Director
Worcester County DPW
1000 Shore Lane, Ocean Pines, MD 21811
Email: dbaker@co.worcester.md.us

Re: Sunset Avenue Relief Line – Engineering and Construction Permitting Additional Services – Mystic Harbor Service Area, Berlin, Worcester County, Maryland

Dear Mr. Baker:

We are writing at the request of Mr. Tony Fasceslli of your Department who requested additional topography and a sewer force main profile has been requested within the proposed work area of the above referenced project.

Task 4: Additional Survey Work

JWSE will subcontract a Professional Land Surveyor licensed in the State of Maryland to produce a linear elevation survey along the proposed force main route for this project in order to proceed with the requested profile design. This task will consist of performing a field survey along Sunset Avenue and Golf Course Road. This task includes providing a base survey along the proposed fore main route only. ***JWSE*** requests that Worcester County DPW call in a Miss Utility ticket for this route prior to us preforming this work. This work shall be suitable for submittal to your office for review. This task is estimated to take approximately one month to complete.

JWSE will perform the work of all Engineering Tasks on a Lump Sum basis, in accordance with the attached Standard Provisions. ***JWSE*** requests an addition budget amount of $6,750 for this work.

These estimates are provided in good faith; however, any adjustment in the scope of work during design may affect this estimate. These estimates do not include any regulatory review fees or plan copying expenses. Post design and/or construction phase services, subsurface investigations, surveying, water supply permits, pollution prevention plans or wetland delineation are not included in this scope of work. Should these or other additional services, public hearing and public meetings, other investigations or any other meeting attendance, be required, they will be performed by ***JWSE*** only with your prior approval and will be billed on a Time and Expenses basis; any such billings are not included in the above budgetary estimate.

JWSE will begin work on this project upon receipt of written authorization from you below. Please feel free to contact ***JWSE*** should you have any questions or comments.

Very truly yours,

J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Att: Standard Provisions (February 2024)

Please indicate acceptance by signing below and return to ***JWSE***.

_____	_____	_____
Owner or Authorized Representative	Date	Organization
_____	_____	
(Print Name)	Street Address	

_____
Town, State, Zip

ITEM 7

APPROVED

WSY 01/16/24

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

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
DATE: **January 3, 2024**
SUBJECT: **Sunset Avenue Sewer Relief Line – Design Funding**
West Ocean City Service Area

Public Works is requesting Commissioner approval to utilize $23,465.00 from the West Ocean City Service area savings account for the design for a relief sewer on Sunset Avenue. During peak flows, the gravity sewer line in Sunset Avenue surcharges because there is more flow going through the pipe than it can handle. The surcharging is affecting nearby homes and businesses causing toilets and sinks to drain slowly. The West Ocean City sewer collection system was designed in 1984 and construction completed 1988 per record drawings. The objective of this project is to design a dedicated line that will provide adequate capacity to meet current needs and potential growth in this area. Due to issues experienced over the summer of 2023, Public Works would like to expedite the design so that construction of the relief sewer can begin as early as possible. If the relief sewer is not designed and constructed, surcharging will continue and potentially cause sewer backups in nearby homes and businesses. Local engineer J.W. Salm Engineering, Inc. has provided the attached quote. Funds are available in account 580.1025.

Please let me know if there are any questions.

Attachments

CC: Phil Thompson, Finance Director
Jessica Wilson, Deputy Finance Director
Barb Hitch, Enterprise Controller
Chris Clasing, P.E., Deputy Director
Tony Fascelli, Water & Wastewater Superintendent

J. W. SALM ENGINEERING, INC.

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

October 20, 2023

Dallas Baker, P.E.
Director
Worcester County DPW
1000 Shore Lane, Ocean Pines, MD 21811
Email: dbaker@co.worcester.md.us

Re: Sunset Avenue Relif Line – Engineering and Construction Permitting Design Services – Mystic Harbor Service Area, Berlin, Worcester County, Maryland

Dear Mr. Baker:

We are writing at the request of Mr. Tony Fasceslli of your Department. I met with Mr. Fasceslli yesterday to discuss this upcoming engineering design project for the County. J. W. Salm Engineering, Inc. (***JWSE***) is pleased to provide this work plan for engineering services consisting of the design and construction permitting of a permanent sewer force main interconnection from the Mystic Harbor pump station A to the West Ocean City pump station No. 4. This will require a sub-surface drilled connection under North Sunset Avenue and golf course road to Maid at Arms Lane. This work plan includes the following three engineering tasks.

Task 1: Base Survey & Preliminary Engineering Design

This task will consist of performing a field survey along the Sunset Avenue and golf course road between the two pump stations. This task includes providing a base survey of the route and a preliminary watermain alignment for your review. This work shall be suitable for submittal to your office for review. This task is estimated to take approximately one month to complete.

Task 2: Permitting

The proposed sewer forcemain will require a construction permit from the Maryland Department of the Environment (MDE). ***JWSE*** will prepare the required permit application forms for your review and signature. ***JWSE*** will also attend one MDE preapplication meeting with you locally or via zoom as part of this task.

Task 3: Final Engineering Design

JWSE will prepare final design drawings for the forcemain construction. This task is estimated to take approximately two months to complete.

JWSE will perform all Engineering Tasks on a Time and Expenses basis, in accordance with the attached Standard Provisions. The estimated budget amount for these tasks is as follows:

Task 1: Base Survey & Preliminary Engineering Design	: $ 5,950
Task 2: Environmental Permitting	: $ 3,845
Task 3: Final Engineering Design	: $ 13,700
	Total: $ 23,465

These estimates are provided in good faith; however, any adjustment in the scope of work during design may affect these estimates. Plan printing will be provided on an as-needed basis; no budget estimate is included for plan printing. The estimates do not include any regulatory review fees. ***JWSE's*** scope of work does not include: sub-surface exploration or soils evaluation or testing. Neither post design and/or engineering services during construction nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design.

JWSE will begin work upon written authorization from you. Please feel free to contact ***JWSE*** should you have any questions or comments.

Very truly yours,
J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Attachments: Standard Provisions (August 2023)

STANDARD PROVISIONS

GENERAL: The letter Proposal from J.W. Salm Engineering, Inc. (***JWSE***), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of ***JWSE*** to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

SCOPE : ***JWSE*** shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by ***JWSE*** pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall ***JWSE*** be obligated:

a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, ***JWSE's*** services.
b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, ***JWSE's*** services
c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by ***JWSE***.
d. To provide professional services pertinent to off-site requirements or considerations.
e. To locate or verify the location of underground utilities.
f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of ***JWSE's*** services, they shall be furnished by the Client at the Client's expense. The Client shall also inform ***JWSE*** of any special criteria or requirements related to ***JWSE's*** services and shall furnish ***JWSE*** with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. ***JWSE*** shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

FEES FOR PROFESSIONAL SERVICES : The Client agrees to pay ***JWSE*** for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Project Manager/Principal	: $150-$225/hr.	Copies:	$0.20 each letter size
Senior/Project Engineer & Surveyor	: $100-$175/hr.	Fax:	$2.00 / page
Staff Engineer/Survey Crew	: $65-$95/hr.	Mileage:	Federal Rate
Designer	: $70-$100/hr.	Contract Labor:	Cost plus 15%
Clerical	: $50-$70/hr.	Other expenses:	Cost plus 15%

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

INVOICES AND PAYMENTS : Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. ***JWSE*** reserves the right, at ***JWSE's*** discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of ***JWSE*** invoices implies that all work has been performed to the Clients satisfaction.

CHOICE OF LAWS: The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

COLLECTION : The continuation of work during payment negotiation in no way forfeits ***JWSE's*** future rights of collection. In the event that ***JWSE*** shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, ***JWSE*** shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.

INSURANCE : Insurance Certificates will be furnished upon request. Within the limits of said insurance, ***JWSE*** agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ***JWSE***, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon ***JWSE*** or requires further extraordinary insurance coverage, ***JWSE***, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but ***JWSE*** shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

OWNERSHIP OF DOCUMENTS : All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by ***JWSE*** for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of ***JWSE***. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of ***JWSE*** whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring ***JWSE's*** prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

UNAUTHORIZED CHANGES : In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by ***JWSE*** without obtaining ***JWSE's*** prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against ***JWSE*** and to release ***JWSE*** from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ***JWSE*** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to ***JWSE's*** construction documents without the prior written approval of ***JWSE*** and that further requires the Contractor to indemnify both ***JWSE*** and the Client from any liability or cost arising from such changes made without such proper authorization.

ELECTRONIC MEDIA : ***JWSE*** regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. ***JWSE's*** electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. The Client shall indemnify and hold harmless ***JWSE*** against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files. ***JWSE*** assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. ***JWSE*** cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

LIMITATION OF PROFESSIONAL LIABILITY : ***JWSE*** does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against ***JWSE***, ***JWSE*** officers, directors, partners, employees or any ***JWSE*** subconsultants to a sum not to exceed eighty Percent (80%) of the amount of ***JWSE's*** applicable fee or fifty thousand dollars ($50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by ***JWSE***, or any ***JWSE*** subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against ***JWSE,*** or any ***JWSE*** subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and ***JWSE*** to such contractor or subcontractor arising out of design defects, errors, omissions, or processional negligence, shall be allocated between the Client and ***JWSE*** in such a manner that the aggregate liability of ***JWSE*** for such defects to all parties, including the Client, shall not exceed eighty Percent (80%) of the amount of ***JWSE's*** applicable fee or fifty thousand dollars ($50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars ($50,000.00) , may be made part of this agreement for an additional fee of fifty Percent (50%) of the total fees included herein.

EXTENSION OF PROTECTION : The Client agrees that any and all limitations of ***JWSE's*** liability and indemnifications by the Client to ***JWSE*** shall include and extend to those individuals and entities ***JWSE*** retains for performance of the services under this Agreement, including but not limited to ***JWSE's*** officers and employees and their heirs and assigns, as well as ***JWSE's*** subconsultants and their officers, employees, heirs and assigns.

INTERPRETATION : Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by ***JWSE's*** sole or gross negligence or ***JWSE's*** willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join ***JWSE*** as a third-party defendant. "Parties" means the Client and ***JWSE***, and their officers, directors, partners, employees, subcontractors and subconsultants.

STANDARD OF CARE : In providing services under this Agreement, ***JWSE*** will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ***JWSE*** makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

BETTERMENT : If, due to ***JWSE's*** negligence, a required item or component of the Project is omitted from ***JWSE's*** construction documents, ***JWSE*** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ***JWSE*** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CORPORATE PROTECTION : It is intended by the parties to this Agreement that ***JWSE's*** services in connection with the Project shall not subject ***JWSE's*** individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ***JWSE***, a Maryland corporation, and not against any of ***JWSE's*** individual employees, officers or directors.

CONFIDENTIAL COMMUNICATIONS : ***JWSE*** may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against ***JWSE***. To help create an atmosphere in which ***JWSE*** may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ***JWSE*** against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or alledgedly arising from the rendering of such confidential opinions and reports by ***JWSE*** to the Client or to the Client's agents.

SURVIVAL : All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

FAST-TRACK DESIGN AND CONSTRUCTION : ***JWSE*** will determine, at ***JWSE's*** sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of ***JWSE's*** design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by ***JWSE***, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to ***JWSE***, the Client agrees to waive all claims against ***JWSE*** for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless ***JWSE*** against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate ***JWSE*** for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

SAFETY : Any construction observation by ***JWSE*** of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

ASSIGNMENT : Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties where under shall be void.

SCOPE OF AUTHORITY : The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; of if a limited partnership, is a general partner of same.

PROPOSAL TIME LIMIT : Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

CONSTRUCTION COSTS : Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by ***JWSE***, excluding ***JWSE*** fees. ***JWSE*** assumes no responsibility for any project or construction cost estimates or opinions given herein as ***JWSE*** has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

EARTH AND QUANTITY TAKE-OFF : If provided for in the scope, ***JWSE*** will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, ***JWSE*** will provide, if included in scope, any detailed quantity take-off at Client's expense.

MEETINGS AND CONFERENCES : ***JWSE*** will attend all meetings and conferences as requested by the Client. Furthermore, ***JWSE*** will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, ***JWSE,*** unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Ocean City Volunteer Fire Company ARPA Funding Request

On July 5, 2022 the Commissioners voted to allocate $1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items. Please see the following request from the Ocean City Volunteer Fire Company for your approval.

Ocean City Volunteer Fire Company – Requesting the remaining $125,210.71 of the $150,000 ARPA funds that were approved by the commissioners. This purchase consists of apparatus repairs to two of their fire engines that have serious paint and body corrosion. Please see the attached letter from the President of the Ocean City Volunteer Fire Company, H. Stephen Price.

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

OCEAN CITY VOLUNTEER FIRE COMPANY, INC.
1409 Philadelphia Avenue • Post Office Box 27 • Ocean City, Maryland 21843-0027
410-289-4346 • Fax: 410-289-8421

October 1, 2024

Candace Savage, CGFM
Deputy Chief Administrative Officer
Worcester County Administration
Government Center
1 West Market Street
Snow Hill, Maryland. 21863

Dear Mrs. Savage:

I am writing to request $125,210.71 ARPA Funds for an apparatus repair project with two of our KME Engines that have been severely affected by the salt air corroding the body with rust. The Ocean City Volunteer Fire Company operates six Engines, two Heavy Rescues, three Tower Ladders, and three Special Response Units (two Tankers, and one Brush Truck). The fire and rescue apparatus are a critical component of the entire Worcester County Fire and Emergency Medical Services response capabilities. The remaining available ARPA Funds designated for the Ocean City Volunteer Fire Company will assist in making the necessary and needed repairs immediately to one of the KME Engines.

The Ocean City Volunteer Fire Company maintains the heavy fire apparatus response fleet. Two of our front line KME Engines have serious paint and body corrosion from the salt air in Ocean City. Most recently these two Engines had new motors installed which increased their use and life expectancy for service. The front-line Engine rust has caused serious damage to the body of the units and must be repaired. Absent any attempt to make the needed repairs to these front-line Engines will cause them to be no longer operable because of the rust damage that has accumulated. With the new motors installed, the rust removed and the units repainted, the service life and safety of the unit will be exponentiallyincreased for emergency service use.

The damage by the rust compromises the safe operation of the unit, as well as the safety to our personnel and the community. The rust damage will continue to grow and eventually it will attack the undercarriage of the apparatus, thus placing it not being to operate safely by Department of Transportation (DOT) and National Fire Protection Association 1901 (NFPA 1901) standards.

The Ocean City Volunteer Fire Company has funding in place in the FY25 Budget to make the needed repairs to at least one of the two KME Engines. The estimate from a single qualified contractor equipped and certified to make the repairs and repaint the unit is higher than anticipated. The estimate is currently at $130,000.00 and the available funding in the FY25 budget is $100,000.00. The contractor has indicated that the estimate could and will most likely be increased because of additional rust damage to the apparatus.

Our request is that the remaining ARPA Funds in the amount $125,210.71 be considered and approved by the County Commissioners to repair the rust on one of the KME Engines and repainting the same. The repairs will ensure the unit remains operationally ready for emergency service for years to come in Worcester County.

Attached is the most recent estimate from a local qualified sole source contractor to complete the needed work on the Engines.

I thank you for your attention to this matter. Please contact me with any questions regarding this matter or further discussion.

H. Stephen Price
President
Ocean City Volunteer Fire Company

PATRIOT LLC
FIRE

QUALITY is our most important product.
When we're out of QUALITY, we're out of Business.

ESTIMATE S111423-1

NOVEMBER 15, 2023

OCEAN CITY FIRE DEPARTMENT
ATTN: WILLIAM TILGHMAN
PO BOX 27
NORTH OCEAN CITY, MD 21843

REF: ENGINE 712 / 2011 KME / GSO: 8372 / VIN: 1K9AF4283CN058325

DESCRIPTION

THE FOLLOWING SPECIFICATIONS ARE PROPOSED AND SUBMITTED TO PERFORM REQUIRED RECONDITIONING, MODIFICATIONS, RUST-PROOFING, AND PAINTING WORK IN ORDER TO RESTORE ABOVE UNIT.

GENERAL VEHICLE

The unit shall be lifted up on up on jack stands and the entire undercarriage shall be pressure washed to remove grease and road grime. The frame rails shall be inspected for corrosion and Ocean City Fire Department will be notified of their condition. Any repaired areas would be needle scaled and wire wheeled as required to remove rust scale and peeling paint. These areas shall be painted with POR 15 and then top coated with job color paint (red).

ESTIMATED COST $5,570.00 NOTE: THIS IS AN ESTIMATE ONLY AND ADDITIONAL REPAIRS COULD BE REQUIRED AFTER THE INSPECTION HAS

215 Pullman Crossing Road, Grasonville, MD 21638
T. 410-476-3152 · C. 410-463-0776 · F. 410-476-3154
www.patriotfireusa.com

BEEN COMPLETED.

CAB & BODY EXTERIOR

The cab and body shall be disassembled as needed for paint. The cab and body shall be prepared and painted job color as per our following paint specifications.

All areas with corrosion shall be sand blasted to remove all corrosion from the metal before the installation of body filler or primer.

The ROM roller shutter doors shall be prepared and painted job color. New door track seals shall be supplied and installed.

COST - $85,700.00

LETTERING & STRIPING

The Lettering and Scotchlite Striping will be supplied and installed as per the existing specifications. New Chervron striping shall be supplied and installed on the front bumper and the rear of the unit.

COST - $9,500.00

PAINT SPECIFICATIONS

GENERAL:

The final finishing of this apparatus shall be to the highest Fire apparatus standards.

All compartment doors and removable components shall be removed prior to final finishing, for separate refinishing. They shall be painted with color and cleared with urethane paint.

All flush mounted lights, drip moldings, accessories, and other equipment shall also be removed prior to final finishing assuring paint has been applied to surfaces under all equipment and components.

DISASSEMBLY:

All removable items to be removed for final finishing assuring paint has been applied to surfaces under all equipment and components. This includes removal of all fenders, lights, hardware, bolt-on treadplate, compartment doors, windshields, canopy glass, bumpers, emergency lighting, etc. on the cab and body in preparation for paint.

Install rubber grommets as needed at areas where wires and tubing pass through sheet metal panels. Silicone seal all wires and grommets in areas that are through the exterior panels. Install gas / oil resistant closed cell weather-stripping on all doors and access panels. New OEM cab door seals will be supplied and installed. Lubricate all hinges, door latches, valve handles, etc., on the cab and rear body.

Install aluminum silicone caulking under and around all treadplate where it meets a painted surface, where accessible.

DELIVERY PREPERATION

Unit will be thoroughly washed cab, body and compartments cleaned. The completed unit will be road tested and all electrical equipment tested for operation.

THE ABOVE SPECIFIED RECONDITIONING / MODIFICATIONS / RUST-PROOFING / PAINTING F.O.B. PATRIOT FIRE LLC. (NOT INCLUDING ANY OPTIONS).

TOTAL PROPOSAL ---------- $127,770.00

SUBMITTED: **8/27/2024**_____

PATRIOT FIRE, LLC.
STEVEN R. BEAVERS, PRESIDENT

APPROVED: **/ /2024**_____

OCEAN CITY FIRE DEPARTMENT

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: October 15, 2024
RE: Request to Purchase – EV Safety Plugs

The Worcester County Firemen's Association is requesting commissioner approval to purchase 30 EV safety plugs. Three plugs will be distributed to each fire company. They are requesting to purchase these plugs from Municipal Emergency Services, utilizing their cooperative contract through Sourcewell. The total cost of the purchase is $27,598.50. Please see the attached letter from President K.C Harrington for more information.

Funding in the amount of $30,000 was approved in the FY25 operating budget under account 100.1105.197.6200.020, Other Supplies & Materials.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.
Should you have any questions, please feel free to contact me.

Worcester County Firemen's Association
10709 Bishopville Road
Bishopville, MD 21813

March 5, 2024

County Commissioners of Worcester County
1 West Market Street Room 11103
Snow Hill, MD 21863

via email to Weston Young—Chief Administrative Officer

Dear Commissioners:

Last year the Commissioners funded approximately $30,000 for firefighting foam to assist us to comply with the Department of Environment and Environmental Protection Agencies directives to replace our foam that had cancer causing agents within. This has all been placed in stock and we again thank you for this support.

Last fall, the county sponsored and made mandatory our participation in a class relating to lithium ion batteries. This was very informative class and brought to our attention the extreme amount of manpower and resources these fires may take to control. It also brought to our attention the lack of items that are needed for these types of fires. The Fire Marshal's office has obtained some of the specialized storage devices for small lithium ion batteries.

The fire and EMS services would like to request utilization of the same amount of funds used in FY24 for foam be used to purchase 30 EV safety plugs which will be distributed 3 per fire company. The company operational officers can determine what fire / rescue / EMS apparatus they should be housed upon. These devices plug into an EV vehicle and places it in a false sense of its charge mode. This would render the vehicle so it should not move, start, etc. unexpectedly which could injury our emergency personnel.

Thank you for your consideration of this request in the Fiscal Year 2025 budget process.

Sincerely Yours in Community Service,

K. C. Harrington
President

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

ITEM 9

Quote #	QT1863332
Date	10/03/2024
Expires	11/30/2024
Sales Rep	Ward, Scott
PO #	TBD
Shipping Method	FedEx Ground
Customer	WORCESTER COUNTY GOVERNMENT (MD)
Customer #	C201676

Bill To

WORCESTER COUNTY GOVERNMENT
(MD)
1 WEST MARKET STREET
SNOW HILL MD 21863
United States

Ship To

WORCESTER COUNTY PURCHASING
1 W. MARKET STREET ROOM 1103
SNOW HILL MD 21863

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
TSS EPH1EU1			Emergency Plug KIT, US Version Universal Plug Types - 1: SAE J1772 and 2:IEC62196 - includes Tesla Adapter, Carry case, AA batteries, and lever tool MSRP = 1123.21 18% Discount	30	$919.95	$27,598.50

******QUOTE EXPIRES ON NOV 30, 2024******

Subtotal	$27,598.50
Shipping Cost	$0.00
Tax Total	$0.00
Total	$27,598.50

SOURCEWELL CONTRACT 020124

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1863332

MARYLAND'S Coast
WORCESTER COUNTY

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

Memorandum

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

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

Subject: **MD DNR Grant**
Nuisance Flood Update Assistance

Date: 10/7/24

At their meeting on June 4, 2024, the County Commissioners approved the application for grant funding assistance in the update of our Nuisance Flood Plan. We were fortunate to be one of only six (6) jurisdictions statewide to receive this grant.

In accordance with Maryland House Bill 1427, every local jurisdiction that experiences nuisance flooding shall develop a plan to address nuisance flooding that will be updated every five years. The last nuisance flood plan was done in 2020 and will need to be updated in 2025. The Maryland Dept of Natural Resources, Chesapeake & Coastal Service (CCS), is the state agency division providing assistance to the counties to support this mandate.

As I noted at June's meeting, we are anticipating with this grant that the work with be in concert with updates to the county's Hazard Mitigation Plan (HMP) that will be taking place during the same time period. This will enable county agencies to work together with our HMP consultant to seamlessly integrate the two planning documents. We also have a body of compatible planning work done within this evaluation period to inform this effort, such as the Byrd Hill Flood Assessment and the Water Quality and Climate Resiliency Portfolio Report for Targeted Resiliency Areas for Pocomoke City. We anticipate that the funding will greatly assist our HMP consultant in performing examinations and work products critical to our plan revision, and the only county contributions will be the normal work on the plan that would have been required of staff in the update process had we not received this grant.

Therefore, I would respectfully request that the County Commissioners consider authorizing President Bertino's signature on the grant Memorandum of Understanding (MOU) so we can claim our funding and proceed with this plan update.

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

cc: David Bradford
Brian Soper
Katherine Munson
Lynn Wright

Task 309-03B 14-25-4229 CZM 254

DEPARTMENT OF NATURAL RESOURCES
MEMORANDUM OF UNDERSTANDING
REV. 12/2011
[For Contracts Exempt From Procurement]

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 20_____, by and between the

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Chesapeake and Coastal Service

Tawes State Office Building, E -2

Annapolis, MD 21401

hereinafter ("Department"),

and

County Commissioners of Worcester County

1 West Market Street

Government Center, Room 1103

Snow Hill, MD 21863

Federal ID #: 52-6001064

hereinafter ("Contractor").

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Contractor has agreed to perform work for the Department in accordance with this Memorandum of Understanding (or "MOU");

NOW, THEREFORE, the Department and the Contractor agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall: update their nuisance flood plan in accordance with Maryland House Bill 1427 (2019), §3-1018(b) and (c). The updated nuisance flood plan will look towards the future five years of flooding and will build upon the 2019 plan by not only analyzing collected reports and updating the flood thresholds, but also looking at the community impacts of flooding and how flooding may be minimized moving forward.

This work is more particularly described in the attached Scope of Work identified as Exhibit A.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

The services set forth above shall be performed for a total payment not to exceed Thirty Thousand Dollars ($ 30,000). The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within thirty (30) days of receipt by the Department.

ARTICLE III - TERM

The term of this Memorandum shall be from • ••••••1;2024 through March 31, 2025. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

ARTICLE IV - GENERAL CONDITIONS

The Department of Natural Resources, General Conditions, Memoranda of Understanding (Rev. 05/2012), are attached and made a part of this Memorandum.

ARTICLE V - CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties [name and address]:

Department: Sasha Land (and/or her/his designee)

Chesapeake and Coastal Service

Tawes State Office Building, E-2

Annapolis, MD 21401

Phone: 410-980-3271 Email: sasha.land@maryland.gov

Contractor: Robert Mitchell – Director Dept. of Env. Programs

1 West Market St, Room 1306 - Government Center

Snow Hill

Maryland, 21863

Phone: 410-632-1220x 1601 Email:bmitchell@co.worcester.md.us

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

ARTICLE VI - KEY PERSONNEL

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

Robert Mitchell, Dept. of Environmental Programs

Katherine Munson, Dept. of Environmental Programs

Brian Soper, Dept. of Environmental Programs

Phone: 410-632-1220

Should any of these individuals become unavailable during the term of this Memorandum, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

ARTICLE VII - MERGER

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

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

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.

Task 309-03B 14-25-4229 CZM 254

WITNESS

_____
Print Name: _____

CONTRACTOR

By_____
Anthony W. Bertino, Jr.,
President
Worcester County Commissioners

Date:_____

WITNESS

_____
Print Name: _____

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By _____
Christine Conn
Director, Chesapeake and Coastal Service
Date: _____

Approved as to form and legal sufficiency

this _____ day of _____, 20____

_____
Assistant Attorney General

Task 309-03B 14-25-4229 CZM 254

Exhibit A

Scope of Work

Task Title:	Nuisance Flood Plan Update and Enhancement	
Funding:	Federal:	$ 30,000.00
	Non-Federal:	$ 0.00
	Total:	$ 30,000.00
Project Term:	October 1, 2024 – March 31, 2025	
Funding Recipient:	Worcester County	

Background: To enhance the resilience of every coastal community in Maryland and to prepare for the future of increased flooding, the State of Maryland requires that every municipality and county that experiences nuisance flooding submit a nuisance flood plan (NFP) to be updated every five years. Pursuant to Maryland House Bill 1427 (2019), §3-1018(b) and (c), on or before Oct. 1, 2020, a local jurisdiction that experiences nuisance flooding (NF) shall develop a plan to address nuisance flooding. In addition, a local jurisdiction shall update the plan every five years; publish the plan on the local jurisdiction's website; and shall submit a copy of the plan to the Maryland Department of Planning (Planning). This legislation is an update to Senate Bill 1006 and House Bill 1350 (2018). The definition of nuisance flooding in accordance with §3-1001 of the Natural Resource Article is "high tide flooding that causes a public inconvenience."

Worcester County, Maryland is experiencing nuisance flooding in our mapped floodplains that is occurring on a more frequent basis, including urban flooding in the towns of Pocomoke City and Snow Hill. This has county and town responders busy responding to these events. These challenges are exacerbated by the increase in frequency and intensity of storms caused by higher global temperatures creating more favorable conditions for heavier and more frequent participation. Citing one useful tool for reported nuisance flooding events, Worcester has logged 158 events reported to the MyCoast reporting application, with the majority occurring within the Town of Ocean City, which has their own nuisance flooding plan. Worcester County has approximately 92 roads that were identified in our Hazard Mitigation and Resilience Plan as being potentially flooded during an event with 33 roads identified as impacted by tidal flooding, which is frequently referred to as "sunny day" or high tide flooding. While Ocean City is doing their own plan, Worcester County has a plan for the rest of the County, particularly the towns of Pocomoke City and Snow Hill. In Pocomoke, our study results indicate that with a moderate risk analysis, sea level rise has a greater impact on future flooding within Pocomoke City than increased storm intensity. While increased stormwater management will build more storm resiliency, alternative strategies, such as shoreline protection and land use modifications, may also be necessary to build resiliency to tidally influenced flooding. This needs to be taken into account in the revised Nuisance Flood Plan. For Snow Hill, studies demonstrate the Town of Snow Hill has experienced increased flooding at the Byrd Park over the past couple of decades. The Town desires to regain and improve the functionality of the park and enhance the natural appeal of the park as a destination for locals and visitors. Current flooding patterns have resulted

in significant areas of the park being unusable to the public and difficult to maintain.

We are anticipating with this grant that the work will be in concert with updates to the county's Hazard Mitigation Plan (HMP) that will be taking place during the same time period. This will enable county agencies to work together with our HMP consultant to seamlessly integrate the two planning documents. We also have a body of compatible planning work done within this evaluation period to inform this effort, such as the 2020 Worcester County Hazard Mitigation and Resilience Plan, the Byrd Hill Flood Assessment and the Water Quality and Climate Resiliency Portfolio Report for Targeted Resiliency Areas, along with other studies and assessments recently done that can be examined in this effort.

Task Outcomes

Task 1. Review existing plans and available data

- Plan Review- Review existing floodplain management information and existing infrastructure – Assist in the conduction of interviews with county and municipal staff including emergency communications to identify additional areas of flooding, the conditions under which these areas flood (stream, coastal, stormwater management issues), and the extent of flooding. Review assembled Maryland MyCoast data for integration with county and municipal data.
- Update Nuisance/Urban Flood Hazard & Problems- Existing plan areas subject to nuisance and urban flooding will be updates and analyzed in terms of observed conditions and potential future impacts. Review of Maryland 2050 Nuisance Tidal Inundation - Flood Depth Grid depicting geographic areas throughout the State of Maryland that are projected to be impacted by a nuisance tidal flooding scenario in year 2050.
- Coordination Review – Coordinate with the county and municipal staff will ensure that the nuisance flood plan incorporates the known flood hazard locations and county and municipal asset locations with the data that will be generated by the planning team and through public outreach. The plan update will pay particular attention to changes in the extent and probability of flooding and its correlation to potential impacts of climate change. New Maryland 2023 reports on climate change and sea level rise will be integrated, as well as tide gauge data.

  Outcome End Date: March 31, 2025

Task 2. Update Nuisance Flood Plan

- Development of Plan Updates- Following the review of nuisance/urban flood hazard identification, analysis and mapping products, potential mitigation action items and recommendations will be updated, and new action items and their potential thresholds will be developed. This information will be presented to planning team and stakeholders for their review and input during a Solutions Workshop. In addition, planning team members and stakeholders will be provided an opportunity to prioritize action items based on technical feasibility, resource allocation and cost, time for completion, and overall benefit(s) derived from reviewing individual action items during the workshop.
- Development of an ArcGIS StoryMap - Development of an ArcGIS StoryMap that would

be added to the County Website to be a dynamic representation of county areas of impact and allow links for use of MyCoast for reporting these events.

Outcome End Date: March 31, 2025

Anticipated program change: This plan upgrade effort will be dispersed throughout the entire county to ensure the safety of the vulnerable populations within the county, wherever they are located. The overall program change would be that we integrated our Nuisance Flood Plan into our Hazard Mitigation and Resilience Plan. This integration will inform the HMP with decision-making action levels and mitigation strategies developed utilizing a coordinated review with our consultant and county and town agencies. The public outreach will be a component as well as a continuing embodiment of that outreach in the ArcGIS storymap of events that will become a part of our county website as a dynamic reporting of current events and a portal for their continued involvement in this effort.

Reporting/Documentation Requirements and Award Conditions:

1. The Chesapeake and Coastal Service has a web-based interface, *CCS federal funding grants management portal*. The Contractor will submit progress reports and deliverables using the *CCS federal funding grants management portal* (https://webportalapp.com/sp/login/md_dnr_federal_funding) or as directed by the project manager. The CCS contact for this project is Sasha Land (sasha.land@maryland.gov). Please contact this person with any questions or issues as they arise.

   The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each quarter or semi-annual 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, budget changes, or changes in staffing. Include sample products and all written deliverables as appropriate.

Time Frame	Due Date
October 1, 2024 - December 31, 2024	12/31/2024
January 1, 2025 - March 31, 2025*	3/31/2025

   Invoices shall be submitted for periods ending 09/30*, 12/31, 3/31*. If non-Federal match is required; it is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be approved based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the recipient must meet its cost share commitment over the life of the contract. Non-Federal match documentation shall be provided with each invoice.
   * These reports are semi-annual and are submitted to NOAA. These reports shall "build" on information provided during the previous report terms. Please ensure that these reports capture information for the time frame indicated.

2. The Contractor will submit electronic copies of the final work product(s) and /or Performance Measurement and Success Stories via *CCS federal funding grants management portal* or as directed by the project manager.

   Performance Measurement and Success Stories. CCS is required to report performance metrics and provide Success Stories annually to its federal funding partner, NOAA. Funded projects that contribute to CCS' efforts to meet these annual performance goals may be asked to provide metrics and/or Success Stories. Typically, the projects that will contribute data and/or Success Stories are identified early in the project timeline allowing CCS staff and the Contractor to agree upon a suitable recordkeeping and documentation plan.

3. The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date stipulated in the contract. The final invoice with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the contract.

4. Project (Federal and non-Federal match) funds must be used for activities undertaken within Maryland's coastal zone.

5. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements will be followed: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

6. Lobbying Restriction: No funds may be used for payment of membership dues to any entity to engage in lobbying activities, as provided in OMB Circular 2 CFR Section 200.450 and 200.454.

7. The Contractor shall comply and shall require that all subcontractors comply with US Department of Commerce (DOC) Financial Assistance Standard Terms and Conditions (12 November 2020) that are expressly incorporated and made part of this Contract herein. (Exhibit C).

8. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies: Please refer to DOC Financial Assistance Standard Terms and Conditions (Exhibit C) page 34 e. 1-2.

9. Management and Access to Data and Publications: The following provision supplements the DOC Financial Assistance Standard Terms and Conditions (Exhibit C) G.05.j and the Environmental Data and Publications Special Award Condition in this award:

   The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web-pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic

and Atmospheric Administration.

Please refer to Department of Commerce Financial Assistance Standard Terms and Conditions (Exhibit C) page 36 k. 1-3.
The disclaimer referenced in item 3.iv shall read:
This [report/video/etc.] was prepared by [recipient name] using Federal funds under award number NA23NOS4190254 *from NOAA, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce.*

10. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the funding recipient must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

11. Field Work: The funding recipient must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

12. Uncrewed Aircraft Systems (UAS)/Drone Work: The funding recipient shall notify the Chesapeake and Coastal Service of any UAS work that may occur as part of this agreement or, that is conducted by personnel supported through this agreement, and must do so in advance of the UAS work being conducted. Any UAS work conducted as part of this agreement will require the recipient to complete a National Environmental Policy Act (NEPA) analysis application and to receive pre-approval prior to UAS work occurring. Chesapeake and Coastal Service staff will provide the recipient with the NEPA forms to complete and will submit the application to our federal funding partner, NOAA, on behalf of the recipient. No UAS work may be performed prior to NOAA approval of NEPA forms and the recipient must plan ahead as this can take several months. The funding recipient must ensure that any UAS work or surveys conducted as part of this project be conducted in accordance with appropriate Federal, state and local laws; NEPA requirements; and will follow recognized best practices for minimizing impacts to the human and natural environment.

13. Safety: The recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the recipient to ensure that any SCUBA diving activities under this project meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

14. Recipients shall immediately notify the Chesapeake and Coastal Service of developments that have a significant impact on the grant-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the

ability to meet project objectives. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

15. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition K.03.c., any foreign travel not outlined in the recipient's detailed budget justification must be approved through the appropriate award action request in NOAA's Grants Online system. All international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. § 40118.

16. Handling of Environmental Data or Peer Reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. 1, 2 (below)
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy.
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications and project signage. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the Publisher.
6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at http://library.noaa.gov/repository after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog

entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

1 Failure to perform quality control does not constitute an excuse not to share data.
2 Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

Budget:

After the Contractor has been paid an amount equal to seventy five percent (75%) of the funds initially allocated and approved for this contract, the Department of Natural Resources may withhold from payment an amount of not more than twenty five percent (25%) of the total contract price, until satisfactory completion of all tasks and submission of all work products by the Contractor as described under this MOU.

If satisfactory progress has not been demonstrated by the Contractor to the CCS project manager at the quarterly or semiannual points of the project, CCS reserves the right to unilaterally reduce the budget, suspend work and/or cancel the contract as referenced in DNR Terms and Conditions.

Worcester County October 1, 2024 - March 31, 2025

Category	Federal	Non-Federal	Total
Personnel	0	0	0
Fringe	0	0	0
Equipment	0	0	0
Travel	0	0	$
Supplies	0	0	0
Contractual[1]	$30,000.00	0	$30,000.00
Other	0	0	0
Indirect	0	0	0
Total	$30,000.00	0	$30,000.00

[1] Contractual: We will be contracting with our Hazard Mitigation Plan contractor (SP&D) for the coordination, data review, meetings with county staff and public, model representation, and plan update assistance.

Guidelines for Proper Invoicing

Contractors shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down federal and non-federal expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The contract number will be noted on all invoices.

Each invoice or match documentation provided must include a certification statement in accordance with **OMB Circular 2 CFR Part 200.415 – Required Certifications** – "By signing this report, I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812."

Examples of acceptable documentation for federal and non-federal expenditures are listed below.

Category	Backup Documentation Needed
Salaries	Copies of signed time sheets with project hours noted with proof of payment. Please refer to **OMB Circular 2 CFR Part 200.430 – Compensation – personal services** Standards for Documentation of Personnel Expenses.
Communication	Copies of phone bills and proof of payment. Documentation for postage (telephone bills, postage) will include copies of itemized receipts.
Travel	Copies of approved expense reports and signed FS18 are adequate. Also, all copies of validated bills, invoices and **itemized** receipts that are related to your travel must be provided. Providing a signed credit card slip without itemized receipts is not adequate documentation.
Supplies/Equipment	Copies of canceled checks or check numbers with banking statements, receiving reports showing that merchandise was received, and itemized receipts.

	For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: *transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.*
Contractual Services	Copies of bills or invoices with receipts. Also, copies of canceled checks or check numbers with banking statements.
Match	Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the Federal share. Match information shall be provided with each invoice submission for direct charges.

Rules for Modifying a Federally-Approved Budget

To modify a federally-approved budget, scope of work, or schedule, please follow these guidelines.

1. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.

2. Prior approval from the Project Manager is necessary if:
   (a) you need to modify your budget by more than ten percent (10%); OR
   (b) you need to add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
   (c) you need a no-cost extension; OR
   (d) the modification will result in substantive changes to the project's goals, objectives, milestones or deliverables.

The modifications described in number 2 above may also require prior approval by the Federal funding agency. If it is necessary to seek federal approval, please be aware that it can take up to three months to obtain final federal approval. Therefore, as a general guideline, requests for modifications should be submitted sixty (60) days prior to the desired effective date.

CFDA Number: 11.419 Coastal Zone Management Administration Awards

Federal Award Date: 09/20/2023
This funding is not R & D.

Task 309-03B

14-25-4229 CZM 254

Subrecipient UEI: 1011193990000

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: October 2, 2024
Re: County Commissioners' Report – Consultation with Turning Point Energy, operating under TPE MD WO73, LLC

Attached please find a draft letter addressing the County Commissioners' vote relative to the above referenced utility scale solar project based upon the pre-application consultation held on October 1, 2024.

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

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

October 15, 2024

TPE MD WO73, LLC
ATTN: Frances Yuhas
3720 South Dahlia Street
Denver, CO 80237

Re: Utility-Scale Solar consultation request - Turning Point Energy, operating under TPE MD WO73, LLC, Tax Map 25, Parcel 3, MD Route 346 (Old Ocean City Boulevard), Berlin

Dear Ms. Yuhas:

During the pre-application consultation on Tuesday, October 1, 2024, the Worcester County Commissioners voted to **oppose** the 5 MW community solar project located at the above referenced property. The Worcester County Commissioners request that the Public Service Commission **deny** the project based on inconsistency with the local comprehensive plan and the zoning ordinance. Findings relative to the local considerations provided for under COMAR 20.79.01.05 are further outlined below:

1. **A statement or finding whether the proposed project is consistent with the current comprehensive plan.**

   This project will force residential development outside of growth areas and create sprawl, directly undermining smart and sustainable growth.

   The Worcester County Commissioners have concurred with the staff's findings relative to the 2006 Worcester County Comprehensive Plan ("Plan"), acknowledging that it does not specifically address solar energy systems. However, throughout the Plan, the importance of agriculture as the bedrock to our way of life is highlighted, and the plan notes that traditional growth factors will remain strong, such as tourism, second home development, retirement and employment growth. The County must continue to promote smart and sustainable growth to ensure a high quality of life.

   Maryland's sustainable growth platform focuses on where we grow, how we grow, and for whom. The subject area is illustrated as a Growth Area on the Worcester County Comprehensive Plan's Land Use Map, as well as within the Growth Area on Map No. 5 of the Town of Berlin's 2010 Comprehensive Plan. The purpose of Growth Areas is to

prevent sprawl by reducing development pressures on critical farmland and sensitive environmental lands, ensuring the efficient use of land and efficient access to public infrastructure, such as public water and sewer. The Worcester County Commissioners stressed that there are limited areas where growth can occur in the county with access to public water and sewer. Therefore, Growth Areas are located adjacent to existing corporate boundaries with adequate public infrastructure to prevent sprawl.

Maryland has a housing shortage of 96,000 units. This shortage has been further defined as a housing crisis, spurring Governor Moore to make housing part of his 2024 legislative agenda. Within Worcester County, the Town of Berlin experienced a 12% growth in population between 2010 and 2020 according to the U.S. Census, much higher than any other municipality within the jurisdiction, proving that it is a desirable place to live. Therefore, it is important that Worcester County and the Town of Berlin maintain existing adequate growth areas to support future residential development. Given the estimated lifecycle for the system (35 to 40 years), the development of this parcel for solar will negatively affect the residential development capacity in the next planning cycle.

This is not the only affected parcel within the established Growth Area that will inhibit residential growth in the planning cycle. The Berlin Growth Area has already been significantly reduced during the current planning period due to the purchase of the former Bay Club Golf Course and an adjoining farm by the State of Maryland, Department of Natural Resources. This 673-acre tract is being designed for use as a public trail system, further reducing the availability of land to meet the housing demand.

The subject parcel is located immediately adjacent to the corporate boundaries of the Town of Berlin and serves as a logical extension to the town boundary. The property is identified as a Priority Funding Area (PFA), which is a required designation to support state investment in funding for growth-related needs such as water and sewer plants and roadways. The subject property would have the ability to be annexed into the Town of Berlin and be developed on public facilities, as outlined on page 11 of the Comprehensive Plan. By eliminating the possibility for residential development on the subject property, it will force residential development pressures outward on lands that are zoned agricultural and not in a PFA, creating sprawl, which goes against smart and sustainable growth practices.

In Chapter Six, Public Infrastructure includes objectives on pages 73 and 74 as follows:

1. Work with the private sector to ensure a dependable and adequate supply of electric power and propane.
5. Encourage alternative sources of power.

Due to the conflicting land uses, the Worcester County Commissioners find that this project as presented is **not consistent** with the 2006 Comprehensive Plan and Land Use Map.

2. **A statement or finding whether the proposed project is consistent with the current zoning ordinance.**

   The Worcester County Commissioners have concurred with the staff's findings relative to the zoning ordinance. Following the Land Use Designations in the Comprehensive Plan, the zoning for the parcel is R-2 Suburban Residential District. Under § ZS 1-344, Alternative energy facilities, utility-scale solar projects are not permitted by right or by special exception in this residential zoning district. This prohibition was intentional, as the residential zoning districts provide the areas needed for residential growth in the county. The purpose and intent of the R-2 District states "[t]he Comprehensive Plan recommends that designated growth areas be developed as traditional neighborhoods".

   Lands immediately to the west of the subject parcel are zoned A-1 Agricultural District and are not intended for growth. However, if the subject property is utilized for solar, development pressures in the next planning cycle may cause demand for residential zoning to extend into the adjacent agricultural farms and zoning, resulting in sprawl. Unlike the residential zoning districts, the Zoning Code allows utility-scale solar projects to be in the Agricultural Districts as a permitted use. Given that 60.25% of Worcester County is zoned for agriculture, there are significantly more appropriate properties with the needed zoning classification, and located in the immediate vicinity, where this project could be located without affecting the designated Growth Area.

   As a result of the prohibition of the use in the R-2 Suburban Residential District, the Worcester County Commissioners find that the project is **not consistent** with the current zoning ordinance. While Worcester County acknowledges that the Public Service Commission (PSC) may preempt local zoning regulations, it is requested that the project be **denied**.

3. **Suggestions for improving or modifying the application prior to submission of the application with the Commission.**

   If the project is approved despite the strong opposition of the Worcester County Commissioners, the staff made the following suggestions during the consultation process:

   - The Town of Berlin has requested that the landscape buffer be increased to 35' in width to preserve the aesthetic appeal of the area. In addition, the 35' wide buffer is requested to extend along the length of MD Route 346, and any side property line a minimum depth of 200' or to the rear property line, whichever is less. If the project were to be approved by the Public Service Commission, without the support of the Worcester County Commissioners, the maintenance of the requested landscape buffer should be made a condition of approval.

   - The language within the proposed Decommissioning Plan should be updated to reflect that the bond will be held by the Public Service Commission, with

Worcester County named as a receiver, consistent with other solar projects in the county.

These suggestions were presented as part of staff's review of the planning documents and are in no way meant as an endorsement of the project by the Worcester County Commissioners.

Should you have any questions or require additional information, please do not hesitate to contact me at (410) 632-1200, extension 1123 or via email at jkkeener@co.worcester.md.us.

Sincerely,

Jennifer K. Keener, AICP
Director

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

ZONING DIVISION
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

M E M O R A N D U M

TO: Weston S. Young, P.E., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: October 4, 2024
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case No. 445 (Mason)

****

Attached please find the County Commissioners' Findings of Fact and Resolution relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on October 1, 2024, and the rezoning was subsequently approved. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	**REZONING CASE NO. 445**
	*	
THOMAS CHRISTOPHER MASON	*	
	*	
AND SHELLEY M. MASON	*	
	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on October 1, 2024, and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 445: This case seeks to rezone approximately 18.54 acres out of an approximately 80.95-acre parcel ("petitioned area") located on the northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road. The request is to reclassify the petitioned area from RP Resource Protection District to A-1 Agricultural District. The petitioned area is shown as Parcel 2 on Tax Map 23, is undeveloped and primarily forested.

Applicant's testimony before the County Commissioners: Ms. Kristina Watkowski, attorney for the applicant, stated that the purpose of this request is to rezone a portion of the property on Purnell Crossing Road from RP Resource Protection District to A-1 Agricultural District. She noted that it was a conservative request, consisting about one-quarter of the property. A large portion of the property will be maintained in RP District as the property owners wish to be good stewards of the land. Ms. Watkowski stated that the justification for the mistake is based on more accurate information obtained in 2024 than what was available during the 2009 comprehensive rezoning.

Ms. Watkowski introduced Frank G. Lynch, Jr., professional land surveyor, as a witness. Mr. Lynch testified that the parcel was zoned A-1 Agricultural District in 1964, and previously consisted of a homestead, a single gravesite and was used for timber harvesting. In 2009, it was included in the RP Resource Protection District. Mr. Lynch

concurred that the rezoning would be more desirable in terms of the objectives of the Comprehensive Plan.

Mr. Lynch further explained that county staff utilized wetland guidance maps to come to the determination to zone the subject parcel RP Resource Protection District. He stressed that the maps were "guidance" documents and were not based on ground conditions which show that a large portion of the property is considered uplands. Ms. Watkowski noted that staff also used other documents such as the land use map, floodplain map, soil and hydric soil maps. Mr. Lynch noted that the hydric soils map shows that the petitioned area was largely void of hydric soils. Ms. Watkowski reiterated that it was the tools that were available at the time that led to the mistake.

Ms. Watkowski identified the zoning map exhibits that were submitted with the application. She stated that while there is a small area of RP Resource Protection District, the A-1 Agricultural District that surrounds the petitioned area is larger in scope. She acknowledged that the county does not conduct wetland delineations as part of their mapping activities. The wetland delineation was first done on the petitioned property in 2024. Maryland Department of the Environment (MDE) has reviewed and verbally approved the field delineation conducted by Spencer Rowe. Mr. Lynch stated that they will not receive any written verification unless there is a proposed impact to the wetland or buffers that necessitate a permit from MDE. While there may be some additional areas of uplands within the lands to remain in the RP District, they are not requesting to rezone anything beyond the petitioned area.

While the rezoning is not being requested based upon a change in the character of the neighborhood, Mr. Lynch concurred that the use of the property if rezoned would be consistent with the uses in the surrounding area. Ms. Watkowski identified that the proposed rezoning is compatible with the recommendations of the comprehensive plan. The petitioned area is in the Agricultural Land Use Category, was zoned A-1 District from 1964 to 2009, and the area in the Green Infrastructure Land Use Category will remain zoned RP District. She noted that the staff report highlights the importance of agriculture to the county, the positive economic impact of timber harvesting, and the potential for single-family residential lots, typical in the agricultural zone.

Ms. Watkowski noted that the petitioned area was located along Purnell Crossing Road, a rural county road, and the residential use proposed for the petitioned area would fit in with the surrounding neighborhood. The remaining lands would be consistent with the Natural Resources chapter of the comprehensive plan, reflecting a positive quality of life

and protection of the environmental features of the remainder of the property. The property owners were forthcoming in their desire for three residential single-family lots, and a subdivision plat was submitted in advance of the rezoning application. She noted that the road system is shared between residents and agricultural equipment and there would be no further burden to the transportation system because of this requested rezoning.

In closing, Ms. Watkowski reiterated that the existing RP District zoning was inaccurate based on the information that was available at the time of the 2009 comprehensive rezoning. She noted that the purpose and intent statements of the RP and A-1 Districts are in the staff report, and the petitioned and preserved areas reflect the statements accurately. The proposed residential use will be a slow, steady growth that is consistent with the growth in the area. Mr. Lynch concurred that the request is conservative, and the remaining lands will be protected. Ms. Watkowski stated that the Planning Commission found that the A-1 District zoning would be more desirable in terms of the comprehensive plan.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because the argument was based on a mistake that a definition of the neighborhood was not applicable. However, they concurred that the zoning would be consistent with the surrounding neighborhood of agricultural structures and single-family dwellings.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and concluded that there has been no significant change in the population in the vicinity of the petitioned area since the comprehensive rezoning of 2009.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that there would be no impact upon public facilities as there is no public water and sewer infrastructure planned to serve the petitioned area, and the proposed lots will be served with private well and septic systems. Additionally, there were no comments provided by the Board of Education relative to impacts on the school system, nor from the fire company or Sheriff's Office.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the testimony presented, the County Commissioners find that the petitioned area fronts on Purnell Crossing Road, a County-owned and -maintained road. Testimony acknowledged that farm vehicles are common along back roads such as this

one, and vehicles frequently move over to share the road. There were no comments provided by County Roads, and the State Highway Administration comments noted that there would be no negative impact to the state road system. Based upon the testimony presented, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area to the A-1 Agricultural District.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony presented, the County Commissioners find that the petitioned area is currently undeveloped, and the surrounding land uses include limited residential development and agricultural uses. The petitioned area is proposed to be limited to the uplands portion of the property which had been field delineated and confirmed with Maryland Department of the Environment in 2024. The property owners intend to preserve and maintain the existing environmental features and forested areas, which contribute to quality of life and that of the ecosystem in the RP District via zoning and forest conservation controls. Based upon the testimony presented, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District is compatible with the existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that the petitioned area is located within the Agricultural Land Use designation, while the remaining lands will remain in the RP District, which is where the Green Infrastructure Land Use category can be found. Based upon its review, the County Commissioners find that the proposed rezoning to the A-1 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives, specifically as the Plan recommends the continuance of the dominance of agriculture and forestry throughout the County's less developed regions.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony on behalf of the applicant, the County Commissioners find that the petitioned area and the immediate surrounding area is agricultural in nature, with limited residential use. The Commissioners find that the subject property was zoned A-1 Agricultural District until 2009 when it was zoned RP Resource Protection and given the nature of the petitioned area and its environs, the County Commissioners conclude that the requested A-1 Agricultural District is the most compatible zoning classification for the petitioned area and with the Comprehensive Plan. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 445 and thus rezone the petitioned area, shown on Tax Map 23 as Parcel 2, from RP Resource Protection District to A-1 Agricultural District.

Adopted as of October 1, 2024. Reduced to writing and signed _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

ZONING RECLASSIFICATION RESOLUTION NO. 24-

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 23 AS PARCEL 2 FROM RP RESOURCE PROTECTION DISTRICT TO A-1 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Thomas Christopher Mason and Shelley M. Mason, applicants, and Kristina Watkowski, applicant's attorney, filed a petition for the rezoning of approximately 18.54 acres land ("petitioned area") out of an approximately 80.95-acre parcel shown on Tax Map 23 as Parcel 2, located on the northerly side of Purnell Crossing Road, Berlin, approximately 0.35 Miles east of Bishop Lane Road, requesting a change in zoning classification thereof from RP Resource Protection District to A-1 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on August 1, 2024; and

WHEREAS, subsequent to a public hearing held on October 1, 2024, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Thomas Christopher Mason and Shelley M. Mason, applicants, and Kristina Watkowski, applicant's attorney, and shown on Tax Map 23 as Parcel 2 is hereby reclassified from RP Resource Protection District to A-1 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, October 1, 2024.

EXECUTED this _____ day of _____, 2024.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: October 7, 2024
RE: Coalition Against Bigger Trucks letter request

The Coalition Against Bigger Trucks (CABT) has asked the Worcester County Commissioners to write to Sen. Ben Cardin, Sen. Chris Van Hollen and Rep. Andy Harris in opposition to heavier trucks and their negative impact on infrastructure, traffic, the environment and public safety.

CABT Regional Field Director Rob Bielunas met with staff last month to discuss the request. According to Bielunas, major companies have been lobbying for legislation that would allow larger trucks on US roads. These heavier trucks would do significantly more damage to local roads and bridges and would add to public safety concerns, as they would be harder to control with longer stopping distances.

Sheriff Matt Crisafulli provided CABT with a letter of opposition to legislation allowing larger trucks in August.

Attachments
Page 2—supporting information from CABT
Page 3—letter sent by WCSO
Page 4—suggested letter

CABT
Coalition Against Bigger Trucks

Proposed Bigger Truck Configurations

Longer Double Trailer Trucks

- FedEx, UPS, Amazon and a handful of other companies have lobbied for legislation that would force states to allow double trailer trucks 91 feet in length, called "Double 33s," on the federally designated National Network, which includes 200,000 miles of roadways. These are 10 feet longer than today's twin trailers and 17 feet longer than standard single trailer trucks.
- Double 33s were rejected in the U.S. Senate in November of 2015 on a 56-31 vote.
- The U.S. Department of Transportation (USDOT) determined in 2016 that Double 33s take 252 feet to stop—22 feet longer than today's twin trailer configuration.
- USDOT also found that Double 33s would result in the largest increase in pavement damage compared to all other studied configurations. This would result in $1.2 billion to $1.8 billion in estimated pavement damage every year.

Heavier Single Trailer Trucks

- Certain shippers have lobbied to allow heavier single trailer trucks weighing 91,000 pounds—an increase of 11,000 pounds compared to today's trucks—as part of a 10 year, 10 state pilot program. Legislation has also been introduced to raise the national weight limit to 97,000 pounds.
- Legislation to allow 91,000 pound trucks was defeated in the U.S. House in 2015 on a 187-236 vote.
- These 91,000 pound trucks were found in limited state testing by USDOT in 2015 to have 47 percent higher crash rates and cause $1.1 billion in additional bridge costs.

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Nathaniel J Passwaters
Chief Deputy

08-27-24

To whom it may concern:

I am reaching out as a constituent to ask for your member's opposition to legislation allowing bigger trucks, including both HR 3722 and HR 2948, should they come to a full floor vote in the House of Representatives. Not only will heavier trucks do significantly more damage to our state's roads and bridges, the USDOT Study from 2016 showed a significant increase in crashes amongst heavier trucks over 80,000 pounds, ranging from 47-400% higher crash rates in limited state testing.

If we needed any more evidence to confirm this, the most complete data from the Federal Motor Carrier Safety center shows that between 2012 and 2022, fatalities from commercial truck crashes rose by over 50%.

Furthermore, both these bills do not come with any additional funding guaranteed to states or local governments to cover the reduced life cycles on roads, bridges, or small infrastructure, often times managed by small cities and towns with limited budgets. I'd like to remind you that contrary to what the pushers of heavier truck weights say, these heavier trucks will come off the interstates – and this will be bad news for both motorists and taxpayers, who will have to cover the increased damage or let roads and bridges fall into disrepair.

Please oppose HR 3722 and HR 2948.

Thank you!

Sheriff Matt Crisafulli

MARYLAND'S Coast WORCESTER COUNTY

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

October 8, 2024

The Honorable Benjamin L. Cardin
United States Senate
509 Hart Senate Office Building
Washington, DC 20510

Dear Senator Cardin,

We are reaching out to you in opposition to legislative proposals that involve increasing maximum truck size or weight on our nation's highways. Because there are no trips by commercial trucks that start or end on the interstate, increased sizes and weights will have a significant effect on our county-maintained roads and infrastructure. Proposals to allow weight of up to 91,000 pounds and expand the size of double-trailer trucks would be an unfunded federal mandate.

Not only do heavier trucks do enormous damage to our highways, but they also increase costs for taxpayers at the local level by the increased stress they put on older bridges and roads. Across Maryland's first congressional district there approximately 766 local bridges, and47 of them are in poor condition. In order to rebuild the bridges not rated to handle 91,000 pound trucks, it would cost local governments in the first congressional district more than $151 million. Unfunded mandates once again place the cost burden on local municipalities. We hope you will keep this in mind if this legislation comes before you in the future.

In addition to infrastructure, we share real concerns about the negative impact to motorist safety on our roads. Heavier trucks have been shown in studies to have higher crash rates and longer double-trailer trucks cause many additional problems. According to the *Federal Motor Carrier Safety Administration*, there were 3,628 large-truck crashes in Maryland in 2022 which unfortunately resulted in 59 fatalities. This represents an 43.9% increase in fatalities from the previous year. Bigger trucks on our roads throughout Worcester County would be to the detriment of public safety.

Especially given the budget constraints many county and municipal governments are facing, we believe that these federal proposals would likely do more harm than good.

Thank you for your consideration of this issue and we ask that you oppose all legislation increasing truck weight and size.

Sincerely,

Anthony W. Bertino, Jr.
President

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: October 7, 2024
RE: Draft solar bill

In recent months, the Maryland Association of Counties (MACo) has been engaging with stakeholders—including state administration, the environmental community, energy industry and counties—on legislation the organization believes would provide predictability for communities, counties, industry, and the state; enhance synergies between Maryland's clean energy and land preservation goals, and clarify gray areas related to county authority over solar siting.

MACo Director of Intergovernmental Relations Dominic Butchko and MACo Legislative Director Kevin Kinnally will attend the Oct. 15 commissioners meeting virtually to discuss the bill outline and answer questions.

Attachments

Page 2 – Article from MACo's "Policy Deep Dive" series

Deep Dive: Progress Toward a Solar Compromise?

Dominic Butchko (https://conduitstreet.mdcounties.org/author/dbutchkomaco/) -

September 19, 2024 -

Energy (https://conduitstreet.mdcounties.org/category/energy/) / Policy Deep Dive (https://conduitstreet.mdcounties.org/category/policy-deep-dive/)

This article is part of MACo's Policy Deep Dive series, where expert policy analysts explore and explain the top county policy issues of the day. A new article is added each week – read all of MACo's Policy Deep Dives (https://conduitstreet.mdcounties.org/category/policy-deep-dive/).

For years, stakeholders in Annapolis have wrestled with solutions to address the biggest challenges surrounding renewable energy. The 2024 legislative session began with high hopes of a compromise bill but ended without such a resolution. Since then, key stakeholders, including the Administration, the environmental community, energy industry, and counties, have been developing legislation that acknowledges Maryland's competing goals and paves the way for achieving them. Earlier this week a draft of that effort was made public. In this week's deep dive, we examine what is shaping up to be the brightest bill of 2025.

IMPORTANT NOTES

- This draft is approximately 80%-90% complete, but readers should anticipate some variation when a final bill is published in January.
- This draft does not alter the state's preemption of local land use authority related to the siting of energy projects.
- This draft in no way affects lands under an easement.

Definitions

- In this section, the following terms have the following meanings:
  - **Agrivoltaics** means the simultaneous use of areas of land, which shall be maintained in Agricultural Use Assessment as determined under Title 18 and Maryland Assessment Procedures Manual in

consultation with the Maryland Department of Agriculture, for both solar power generation, excludes the use of grazing or pollinators, and:

- Raising grains, fruits, herbs, melons, mushrooms, nuts, seeds, tobacco, or vegetables;
- Raising poultry, including chickens and turkeys, for meat or egg production
- Dairy production, such as the raising of milking cows;
- Raising livestock, including cattle, sheep, goats, or pigs;
- Horse boarding, breeding, or training;
- Turf farming;
- Raising ornamental shrubs, plants, or flowers, including aquatic plants;
- aquaculture,
- Silviculture; or
- Any other activity as determined under Title 18 and Maryland Assessment Procedures Manual in consultation with the Maryland Department of Agriculture, except pollinator habitat and apiaries.

- **Compensatory Preservation Contribution** means a per acre contribution made to counties when solar energy generating systems are developed in identified agricultural preservation, conservation, or historic preservation areas.
- **Agricultural preservation, conservation, or historic preservation areas** mean areas, individual properties, or portions of properties that, because of their recognized agricultural, natural resource, or cultural value, have been identified by federal, state, or local governments as priorities for preservation or conservation. This does not include land under easements.
- **Project area** means the limit of disturbance as defined by the Power Plant Research Program (PPRP). A project area may be one or more contiguous parcels or properties under the same ownership or lease agreement.
- **Solar Development Corridor** means a corridor which encompasses two miles in either direction from the center line of a transmission lines of 69KV or greater that are fully constructed and operational as of July 1, 2025. In Calvert County, the Solar Development Corridor shall extend one mile in either direction from the center line of a transmission lines of 69KV or greater.
  - *NOTE: Calvert's unique geography and challenges with erosion necessitated a smaller corridor.*
- **Solar energy generating system** means a ground-mounted solar array and accessory equipment, buildings or facilities that generate, maintain, operate, manage, store, distribute and transmit power. A solar energy generating system does not include projects which are built over roads, parking lots, or roadway medians. The size of a solar energy generating system is determined by the projects interconnection agreement.
  - *NOTE: Some clarifying questions remain about the definition of "accessory equipment" and which equipment is a utility's responsibility versus a solar project's. This distinction will be clarified in a final draft.*

Above 5MW versus Below 5MW

NOTE: Due to several factors, including scale, resource requirements, and economics, a distinction is drawn between projects above and below 5 megawatts (MW) of expected capacity.

- **Solar Development Corridor**
  - The state shall establish a Solar Development Corridor.
  - For solar energy generating system applications above 5MW and going through the Certificate of Public Convenience and Necessity (CPCN) process, local governments shall process applications as permitted uses subject to standard site plan provisions. Local jurisdictions may not establish solar energy generating system siting policies more restrictive than those enumerated.
  - A project area that is at least 70% within the Solar Development Corridor shall be treated as if they are fully within the Solar Development Corridor.
  - Counties shall analyze the Solar Development Corridor within their jurisdiction to determine parcels within established agricultural preservation, conservation, or historic preservation areas.

NOTE: The state will create a Solar Development Corridor for projects over 5MW to encourage utility-scale development. Local authority on livability will be strengthened with guardrails, enabling counties to preserve their communities' character. This provides predictability for communities, counties, and developers.

- **Project Areas Within the Solar Development Corridor**
  - If a project area overlaps with an area designated by July 1, 2025, as an agricultural preservation, conservation, or historic preservation area, the applicant shall be required to pay a Compensatory Preservation Contribution of $3500 per acre. Payment must be made prior to the issuance of County permits.
  - The Compensatory Preservation Contribution shall be paid to the counties and must be used for agricultural preservation, conservation, historic preservation, or related support programming.
  - Each year on October 1, starting October 1, 2026 the value of a Compensatory Preservation Contribution shall increase five percent.

- **Project Areas Outside the Solar Development Corridor**
  - If a project area overlaps with an area designated by July 1, 2025 as an agricultural preservation, conservation, or historic preservation area, the developers shall be required to pay a Compensatory Preservation Contribution equal to $5000 per acre. Payment must be made prior to the issuance of County permits.
  - The Compensatory Preservation Contribution shall be paid to the counties and must be used for agricultural preservation, conservation, historic preservation, or related support programming.
  - Each year on October 1, starting October 1, 2026 the value of a Compensatory Preservation Contribution shall increase five percent.

NOTE: These sections balance state priorities on preservation and renewable energy. Solar projects often target preserved farmland, causing conflict between communities and developers. This mechanism takes a step toward resolving this by requiring developers to help preserve farmland when they convert it for solar use.

- **Brownfields**
  - Project areas located within a brownfield, as identified by the Maryland Department of the Environment, shall be treated as if they are fully within the Solar Development Corridor regardless of their location within a county.

- **State Actions**
  - All solar energy generating systems that require or benefit from state or federal funds, permits, or licenses will be reviewed for impacts to historic properties by the Maryland Historical Trust as required by the Maryland Historical Trust Act of 1985 as amended, State Finance and Procurement Article §§ 5A- 325 and 5A-326, and Section 106 of the National Historic Preservation Act as amended, along with its implementing regulations 36 CFR Part 800.

Ground Mount Solar Energy Generating Systems 5MW & Below

- **Local Processing**
  - For solar energy generating system applications below 5MW, local governments shall process the application as permitted uses subject to administrative project review standards.
  - Local jurisdictions may not establish solar energy generating system siting policies more restrictive than those enumerated.
  - Accessory solar energy generating systems that are mounted on a building or on the ground which generate electricity in an amount that does not exceed 200% of the electric consumption of the principal use of a property are not subject to these enumerated provisions but must comply with local land use and building code requirements.

NOTE: Projects below 5MW shall be reviewed and permitted by counties through an administrative process. Local authority on livability will be strengthened with guardrails, enabling counties to preserve their communities' character. Accessory solar energy generating systems shall not be required to comply with state standards but must comply with local requirements. This provides predictability for communities, counties, and developers.

- **5MW & Below**
  - If a project area overlaps with an area designated by July 1, 2025 as an agricultural preservation, conservation, or historic preservation area, the developers shall be required to pay a Compensatory Preservation Contribution equal to $3500 per acre. Payment must be made prior to the issuance of County permits.
  - The Compensatory Preservation Contribution shall be paid to the counties and must be used for agricultural preservation, conservation, historic preservation, or related support programming.
  - Each year on October 1, starting October 1, 2026 the value of a Compensatory Preservation Contribution shall increase five percent.

NOTE: This section balances state priorities on preservation and renewable energy. Solar projects often target preserved farmland, causing conflict between communities and developers. This mechanism takes a step toward resolving this by requiring developers to help preserve farmland when they convert it for solar use.

Agrivoltaics

- Projects which qualify as agrivoltaics shall be exempted from providing a Compensatory Preservation Contribution.

NOTE: Agrivoltaic projects, which keep farmland productive while generating electricity, will be incentivized by exempting them from the Compensatory Preservation Contribution. Enforcement mechanisms are still being negotiated.

Solar Energy Generating System Siting Standards

NOTE: This section strengthens local authority on livability with guardrails.

- (A) All solar energy generating systems shall be subject to the solar energy generating system siting standards.
- (B) The applicant shall register all solar energy generating systems with the county emergency response services. The registration shall include a map of the solar facility noting the location of the solar collectors and the panel disconnect.
- (C) A local government shall require a standard process for the review and approval of site development plans for solar energy generating systems over 5MW, including the review and approval of the site plan by the Planning Commission.
- (D) A local government shall require a standard process for the administrative review and approval of solar energy generating systems that are 5MW or less.
- (E) Setbacks for solar energy generating systems will be measured from the nearest solar array or accessory equipment, buildings or facilities that generate, maintain, operate, manage, store, distribute, and transmit power to the property boundary. A local government may establish less restrictive setbacks, but setbacks for solar energy generating systems may not exceed:
  - 100 feet from all property lines, excluding property lines that bisect the interior of a project area;
  - 150 feet from nearest wall of residential structure
  - Fencing shall not be placed closer than 50 feet from the edge of a dedicated, prescriptive, or comprehensively planned public road right of way.
  - With the exception of equipment required by the local utility for interconnection into grid infrastructure, no solar array or accessory equipment, buildings, or facilities shall be located within a dedicated, prescriptive, or comprehensively planned public road right of way.
- (F) Visual impacts of solar facilities on preservation areas, such as rural legacy areas, agricultural preservation areas, public parks, scenic rivers and byways, designated heritage areas, historic structures

or sites listed on or eligible for the National Register of Historic Places or a County Register of Historic Places, must be minimized. A viewshed analysis must be submitted as part of the county application to assure that visual impacts are minimized through solar panel placement, height, landscaping, and screening.

- (G) Landscape Buffer:
  - (1) A landscape buffer that is a minimum of 35 feet wide must be provided along all property lines or along the exterior boundary of the solar energy generating system. Alternative landscape buffer locations may be proposed within the boundary of the project site where the alternative buffer location maximizes the effectiveness of the screening effort. The buffer must be designed to provide four-season visual screening of the solar energy generating systems and include multi-layered, staggered rows of overstory and understory trees and shrubs that are a mix of evergreen and deciduous vegetation, with an emphasis on species that are native to the area. A County may require a landscape buffer of up to 50 feet where deemed necessary to meet the requirements of (F) above.
  - (2) The landscape buffer must be installed as early in the development process as practicable and prior to activation of the solar energy generating systems.
  - (3) The size of trees and shrubs at the time of planting must accommodate adequate screening or buffering by the end of 3 years of planting. Vegetation used to establish a visual screen must not be trimmed to stunt upward and outward growth or to otherwise limit the effectiveness of the visual screen.
  - (4) If security fencing is proposed, a landscape buffer must be placed between the fence and the public view. Wire mesh shall be black or green vinyl. No barbed or razor wire may be used on the security fencing around the solar energy generating system. Fencing shall be installed at the interior edge of the landscape buffer or immediately adjacent to the solar energy generating system.
  - (5) If forest or hedgerows exist where screening or buffering is required, it must be preserved to the maximum extent practicable and supplemented with new plantings where necessary to provide the desired screening or buffering. Existing noninvasive vegetation may be used for meeting the landscape buffer requirement, subject to meeting the requirements under (G)(1) and (G)(6).
  - (6) All landscaping, screening, and buffering must be maintained in living condition for the life of the solar energy generating systems via a maintenance agreement that includes a means of irrigation. A County may elect to require a landscape surety. Such a surety will be held by the local government for up to three years and upon inspection, may release up to 50% and then be held for three additional years to determine the plant material has been maintained in good health. The local government reserves the right to inspect and require replacement of plant material.
- (H) Grading
  - (1) Grading shall be minimized to the maximum extent practicable to preserve agricultural soils and prevent soil erosion.
  - (2) Topsoil shall not be removed from parcel or stockpiled.

- (I) Use of herbicides to control vegetation is strongly discouraged and may only be used for the purpose of controlling invasive species after consultation with MDA.
- (J) For projects or portions of projects not used for agrivoltaics, native pollinator plant species or native meadow species shall be planted and maintained throughout the solar project's life. The seed mix shall include a diversity of species with varied bloom times. Mowing shall be limited and performed on a schedule that promotes the establishment of the native plantings, controls invasive species, and avoids impacts to wildlife (pollinating, nesting, etc.).
- (K) Except as required for safety or by applicable Federal, State, or local authority, no visible light shall emanate from the solar energy generating systems from dusk to dawn during operations.
- (L) Local governments shall apply environmental setbacks and buffers consistent with the requirements applied to commercial or industrial land uses.
- (M) Height- Maximum height of 15 feet for all solar energy generating systems and accessory structures, unless providing agrivoltaics with farming operations beneath solar panels.
- (N) Decommissioning and Restoration of the Property
    - (1) The property owner or applicant must provide a decommissioning and restoration plan prior to construction. A County may elect to adopt decommissioning and restoration requirements consistent with those established by the PSC.
    - A bond or other financial assurance shall be required to assure complete removal of a solar energy generating system. Equal to an estimate of the costs associated with the removal of the solar array minus any salvage value. The financial assurance shall be automatically renewable. The amount shall include a mechanism for calculating increased removal costs due to inflation to ensure the amount is adequate for the cost of removal and restoration of the site. A financial assurance provided to satisfy the conditions of the Maryland Public Service Commission's Certificate of Public Convenience and Necessity may satisfy a county financial assurance requirement provided it complies with the foregoing and is enforceable by the County.
    - The financial guarantee must be provided prior to the issuance of a building permit or grading permit, whichever is applied for first. Notice must be provided to the PPRP within 30 days of the sale or transfer of the lease or property and a new financial guarantee must be provided by the new lease holder or property owner.
    - When the solar energy generating system ceases to generate electricity, does not input electricity into the electric grid for 12 consecutive months (unless notice for repowering is filed with the PSC,) or the lease for the site expires, all local approvals will terminate automatically. The property owner or applicant shall update the decommissioning plan cost estimate and corresponding approved financial instrument every five years after the PSC's approval of the first decommissioning plan to adjust for inflation and any other necessary changes. Removal of the solar energy generating system will begin within 90 days after termination of the approval, and restoration of the property to the condition that existed prior to the installation of the solar energy generating panels and accessories will be completed within six months of the start of solar panel removal. Restoration will include the removal from the property of all above-ground facilities, as well as all underground

footings, supports, wires, materials, fences, and berms. Only like-kind topsoil may be used for restoration.

- (2) The property owner or owner of the solar energy generating system must provide notice to the County and the PSC when the lease for the site expires, when the solar facility ceases to generate electricity, or does not input electricity into the grid for 60 days or longer, unless due to routine maintenance activity.

- (O) Community Meetings
  - (1) Solar developers shall hold at least one publicly advertised community meeting in the within 20 miles of the proposed solar energy generating system prior to applying for a CPCN to collect community feedback and provide opportunities for the solar developer to address concerns prior to filing for a CPCN or local approval.
  - (2) In underserved or overburdened communities, solar developers shall hold at least two publicly advertised community meetings in the vicinity of the proposed solar energy generating system prior to applying for a CPCN to collect community feedback and provide opportunities for the solar developer to address concerns prior to filing for a CPCN or local approval.
  - (3)Public notice of these community meetings shall be posted at least 14 days prior to the meeting date.

Payment in-leu of taxes

- The governing body of a county shall exempt or partially exempt a solar energy generating system from the county real or personal property tax if the owner of the system and the county enter into a payment in lieu of taxes agreement, approved by ordinance of the legislative body of the county, that specifies:
  - that the owner of the system shall pay to the county each year in lieu of the payment of county real or personal property taxes during the term of the agreement the sum of $8000 per megawatt of generating capacity of the system, as measured by the alternating current rating of the system's inverter;
  - the term of the agreement; and
  - that each year after the expiration or termination of the agreement, full real and personal property taxes shall be payable on the property.

← Previous Post

Check Out EPA's Resources to Support Climate-Resilient Projects (https://conduitstreet.mdcounties.org/2024/09/19/check-out-epas-resources-to-support-climate-resilient-projects/)

Next Post →

Policy Deep Dive: Maryland's Fiscal 2024 Closeout — Strong Headlines, Sluggish Growth (https://conduitstreet.mdcounties.org/2024/09/23/policy-deep-dive-marylands-fiscal-2024-closeout-strong-headlines-sluggish-growth/)

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Superintendent of Schools

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Chief Operations & Human Relations Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12

WORCESTER
COUNTY PUBLIC SCHOOLS

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September 25, 2024

Mr. Anthony W. Bertino, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Bertino:

On September 17, 2024 the Worcester County Board of Education approved the Buckingham Elementary Replacement School Workgroup's recommendation to proceed with the "Two-School" option; construction of a Buckingham Elementary Replacement School followed by the renovation or replacement of Berlin Intermediate School.

The Buckingham Elementary Replacement School Workgroup, formed by the Board of Education in May 2024, reviewed and discussed five options to secure state funding for the Buckingham Elementary project. The Workgroup, which consisted of three County Commissioners, three Board of Education members, the Interagency Commission on School Commission (IAC) Executive Director and staff, State Senator Carozza, WCPS leadership and County and WCPS staff, voted unanimously to recommend the "Two-School" option to the Superintendent of Schools.

Execution of the "Two-School" option will allow the Board of Education to construct a 91,000 square foot Buckingham Elementary replacement school and provides a 94,000 square foot allocation for the renovation or replacement of Berlin Intermediate School. The total State funding allowance for both projects identified by the IAC Executive Director is $48,901,000.00.

We understand that the County government has received a draft of the Memorandum of Understanding (MOU) forwarded from the IAC and required to secure the State funding for both projects. Pending your review of the MOU, we are prepared to present the Commissioners a briefing on the "Two-School" option and to secure the Commissioners approval of the option and the MOU. IAC Executive Director Alex Donahue is available on October 15, 2024 to join us in our presentation to the Commissioners. Should your legal review of the MOU be completed by October 15th, we will coordinate an appearance at the October 15th Commissioners meeting with County staff.

The Board of Education and I are very pleased to report and present the results of the Buckingham Elementary Replacement School Workgroup to the Commissioners. The process and efforts of the Workgroup and the IAC team has resulted in a historic level of State school construction funding for the Buckingham Elementary and Berlin Intermediate projects and has developed a mechanism for us to move forward with the

design of the Buckingham Elementary Replacement School after nearly two years of requests for State funding and discussions with the IAC regarding the project.

We look forward to presenting to you on October 15th. Should the County review of the MOU not be completed in time for the October 15th Commissioner meeting we will coordinate with County staff to schedule our presentation when the MOU review is complete.

Sincerely,

Louis H. Taylor
Superintendent of Schools

LT:jjp
cc: Board of Education Members
Mr. Weston Young

DRAFT FOR REVIEW BY THE PARTIES ONLY

MEMORANDUM OF UNDERSTANDING FOR THE FUNDING AND CONSTRUCTION OF THE BUCKINGHAM ELEMENTARY SCHOOL AND BERLIN INTERMEDIATE SCHOOL PROJECTS

This Memorandum of Understanding ("**MOU**") is made and entered into as of this _____ day of _____, 2024 (the "**Effective Date**"), by and among the Board of County Commissioners for Worcester County, Maryland ("**County**"), Worcester County Board of Education ("**WCPS**"), and the Interagency Commission on School Construction ("**IAC**" or "**State**"). The County, WCPS, and the IAC are each a "**Party**" and may be referred to collectively as the "**Parties**."

RECITALS

WHEREAS, pursuant to Md. Ann. Code, Ed §4-108, WCPS is required to maintain a reasonably uniform system of public schools that is designed to provide quality education and equal educational opportunity for each of the nearly 7,000 students in Worcester County, and Buckingham Elementary School and Berlin Intermediate School are in need of either replacement or comprehensive renovation in order to meet WCPS' mandate;

WHEREAS, the County supports WCPS by appropriating sufficient local funds to ensure that all students in Worcester County have equitable access to educationally sufficient school buildings;

WHEREAS, the IAC's mission and mandate is to allocate available State capital dollars on school-facilities projects in a manner that achieves the maximum possible progress towards achieving educationally sufficient and fiscally sustainable school facilities for all students in Maryland;

WHEREAS, at least eight of WCPS' active 14 school facilities are of an age and physical condition that will require major capital investments in the coming ten to twenty years at a total cost that is expected to exceed currently available local and State resources;

WHEREAS, accordingly, WCPS and the County must employ solutions to each of WCPS' facilities needs that cost-efficiently achieve educational sufficiency and fiscal sustainability at both the facility and portfolio levels;

WHEREAS, the IAC has identified Buckingham Elementary School and Berlin Intermediate School as priorities for renovation or replacement in the near term within the Statewide portfolio of schools and determined that excess available seats currently exist in the Berlin Intermediate School;

WHEREAS, WCPS and the County desire to replace or fully renovate the Buckingham Elementary School and Berlin Intermediate School facilities;

WHEREAS, the IAC desires to support capital projects that will significantly improve the overall condition and reduce the long-term costs of ownership of WCPS' facilities portfolio by eliminating facility square footage not required for WCPS to effectively deliver the State-required educational programs and services to the number of students that WCPS is projected to need to accommodate in coming years; and

WHEREAS, WCPS' replacement or full renovation of the Buckingham Elementary School and Berlin Intermediate School facilities with facilities considered to be efficiently sized under State standards vis-a-vis the enrollments that they are projected to serve is expected to achieve the objectives stated above;

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do covenant and agree as follows:

Article 1
PURPOSE; TERM; DEFINITIONS

1.1 Purpose. The purpose of this MOU is to specify the roles, rights, and responsibilities of the Parties with respect to the construction of two public schools in Worcester County.

1.2 Term. The term of this MOU shall begin upon the Effective Date and remain in effect until June 30, 2035 or occupancy of both facilities by WCPS students, whichever occurs first.

1.3 Definitions. For purposes of this MOU, the following terms have the following meanings:

"**Berlin Intermediate School**" has the meaning set forth in Exhibit A.

"**Buckingham Elementary School**" has the meaning set forth in Exhibit A.

"**Local Share**" means all costs associated with the Project that are not funded by the State.

"**Maximum State Allocation**" means the maximum amount of eligible construction costs the State may fund for the Project.

"**Project**" means: (1) the replacement of the existing Buckingham Elementary School with a new school building on the current site of the existing Buckingham Elementary School; and (2) the replacement or comprehensive renovation of the existing Berlin Intermediate School on the current site of the existing Berlin Intermediate School.

Article 2
PROJECT OVERVIEW; CONDITION

2.1 Buckingham Elementary School. The school building that is constructed to replace the existing Buckingham Elementary shall:

2.1.1. Not exceed 90,837 total gross square feet with an anticipated minimum total occupancy of 622 students in grades pre-Kindergarten through fourth grade;

2.1.2 Include up to 3,000 gross square feet of cooperative-use space for which WCPS has documented partnerships with community organizations; and

2.1.3 Be open for instruction no later than September 1, 2030.

2.2 Berlin Intermediate School. The school building that is constructed to replace the existing Berlin Intermediate School or, in the case of renovation, the renovated Berlin Intermediate School, shall:

2.2.1 Not exceed 94,220 total gross square feet with an anticipated minimum total occupancy of 628 students in grades five and six;

2.2.2 Include up to 3,000 gross square feet of cooperative-use space for which WCPS has documented partnerships with community organizations; and

2.2.3 Be open for instruction no later than September 1, 2031.

2.3 The Parties agree that any responsibility of the IAC and the County to fund the Project is expressly conditioned upon the completion and opening of both buildings identified as the Project in accordance with this Article 2 of the MOU. If either school building is not completed in accordance with this MOU, the IAC reserves the right to withhold future State funding from WCPS.

DRAFT

Article 3
ROLES, RIGHTS, AND RESPONSIBILITIES OF THE PARTIES

3.1 WCPS shall complete the Project in accordance with Article 2 of this MOU and all applicable federal, State, and local laws, regulations and policies.

3.2 The County shall:

3.2.1 Fully fund the Local Share of the Project; and

3.2.2 Ensure that the Local Share of the Project is distributed to WCPS in a timely manner to meet the operational deadlines set forth in Sections 2.1.3 and 2.2.3 of this MOU.

3.3 The IAC shall:

3.3.1 Approve a Maximum State Allocation of $48,901,000 in State capital funding for the Project, which includes funding add-ons pursuant to IAC calculations for 1) projected special-education students with LRE statuses of C, S, and W; 2) a Concentration of Poverty square-footage add-on for Buckingham ES; 3) a Concentration of Poverty State-share add-on for Buckingham ES; and 4) maintenance-effectiveness State-share add-ons for Buckingham ES and Berlin IS;

3.3.2 Divide the Maximum State Allocation set forth in Section 3.3.1 of this MOU as follows: $25,756,000 to Buckingham Elementary School and $23,145,000 to Berlin Intermediate School; and

3.3.3 Prioritize allocation of future State capital funds to the Project subject to availability of State capital funds and Statewide demand in each year.

Article 4
MISCELLANEOUS

4.1 Dispute Resolution. In the event of a dispute among the Parties, the disputing Parties shall make good faith efforts to resolve the dispute informally.

4.2 Parties' Obligations are Subject to Appropriation. All terms and conditions of this MOU are subject to the availability of funding by State and County appropriation. Nothing herein shall be construed to require the County or IAC to obligate or expend funds for the performance of any work pursuant to this MOU in violation of County, federal, or State anti-deficiency laws, or shall give rise to a claim for compensation by or against any Party for services performed to further the provisions of this MOU.

4.3 Termination for Convenience. The IAC may terminate this MOU, in whole or in part, without showing cause upon prior written notice to the other Parties specifying the extent and the effective date of the termination.

4.4 Default. If a Party does not fulfill its obligations under this MOU or violates any provision of this MOU, any other Party may terminate the MOU by giving the other Parties written notice of termination. Termination under this paragraph does not relieve a Party from liability for any damages caused to the other Parties.

4.5 Assignability. This MOU shall inure to and be binding upon the Parties hereto, their respective agents, successors, and assigns; however, no Party to this MOU may assign its interests in the MOU without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

4.6 Entire Agreement. This MOU, together with the Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this MOU, may be deemed to exist or to bind the parties at the time of execution.

4.7 Changes in Law. This MOU is subject to such modifications as may be required by changes in State or federal law or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this MOU on the effective date of such change as if fully set forth herein.

4.8 Amendments. No covenant, agreement, term, or condition set forth in this MOU shall be changed, modified, altered, waived, or terminated except by a written instrument of change, modification, waiver, or termination executed by the Parties hereto.

4.9 Severability. If this MOU in its entirety is declared or found to be illegal or unenforceable or void then both parties shall be relieved of all obligations arising under this MOU and the parties shall proceed as in the case of termination for the convenience of the State. If any provision of this MOU is declared or found to be illegal or unenforceable or void then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this MOU shall not be affected by such declaration or finding, then each such provision not so affected shall be enforced to the extent provided by law.

4.10 No waiver. Except as to matters expressly waived by a party in writing, the failure of any party to insist upon or demand the prompt and punctual performance of any term or condition of this MOU, or the failure of any party to exercise any right or remedy provided in this MOU, by law or otherwise, on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasions.

4.11 Governing Law, Conflicts of Laws, and Venue. This MOU and the rights and liabilities of the Parties hereto shall be governed in accordance with the laws of the State,

without regard to conflict of law principles, and, subject to the dispute resolution provision herein, any permitted action or proceeding arising hereunder shall be brought in a Maryland court of competent jurisdiction located in Worcester County.

4.12 Headings. The headings to the articles, sections, and exhibits (if any) of this MOU are for ease of reference only and shall not in any way affect its construction or interpretation.

4.13 Notices. Any and all notices, demands, consents, requests, and responses thereto permitted or required to be given under this MOU shall be in writing, signed by or on behalf of the Party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or by electronic communication (including email (and PDF or similar documentary attachment) and Internet or intranet websites) or within three (3) Business Days upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the recipient at the address of such recipient set forth below or at such other address as such recipient may designate by written notice specifically designated as a notice of a change of address and given in accordance herewith; provided, however, that notice of change of address shall not be effective until the date of receipt hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request shall be addressed as follows:

WCPS:	Todd Ferrante, President Worcester County Board of Education 6270 Worcester Highway Newark, Maryland 21841 Email: todd.ferrante@worcesterk12.org
With a copy to:	[BoE Counsel]
County:	Weston Young, Chief Administrative Officer Worcester County 1 West Market Street Snow Hill, MD 21863 Email: weston.young@co.worcester.md.us
With a copy to:	[County Attorney]
IAC:	Alex Donahue, Executive Director Interagency Commission on School Construction 351 West Camden Street Suite 701 Baltimore, Maryland 21201

Email: iac.pscp@maryland.gov

With a copy to: Office of the Attorney General
Attn: Heidi Dudderar, Counsel
351 West Camden Street
Suite 701
Baltimore, Maryland 21201
Email: hdudderar@oag.state.md.us

4.13 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS FOR WORCESTER COUNTY, MARYLAND

By: _____
Anthony W. Bertino, Jr.
President

WORCESTER COUNTY BOARD OF EDUCATION

By: _____
Todd Ferrante
President

INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION

By: _____
Edward J. Kasemeyer
Chair

Approved as to form and legal sufficiency

DRAFT

By: _____
Assistant Attorney General, Interagency Commission on School Construction

DRAFT

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Operations & Human Relations Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12

WORCESTER
COUNTY PUBLIC SCHOOLS

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

Board Members

TODD A. FERRANTE
President

WILLIAM E. BUCHANAN
Vice-President

KATIE A. ADDIS

JON M. ANDES, Ed.D.

WILLIAM L. GORDY

ELENA J. MCCOMAS

DONALD C. SMACK, SR.

October 4, 2024

Mr. Anthony W. Bertino, Jr.
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863-1195

Dear President Bertino:

Similar to the County, the Board of Education assigns any annual budgetary surplus as part of our year-end close-out process. For the year ended June 30, 2024, our FY24 budgetary surplus was $795,918 or just .63% of our FY24 annual unrestricted operating budget that totaled $125,946,391. As the County Commissioners are aware, $567,011 of this is required to come forward and be included as revenue in our FY26 budget. This leaves $228,907 in budgetary surplus to be allocated for other purposes. In FY24, the amount of unrestricted funding allocated to support our after-school and summer school programs was reduced to address the Maintenance of Effort (MOE) funding level. At their September 17, 2024 meeting, the Board of Education approved utilizing the FY24 budgetary surplus to assist in funding these important student programs in FY25. The Board of Education is requesting the County Commissioner's approval of assigning our FY24 budgetary surplus as described.

We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Louis H. Taylor
Superintendent of Schools

pc: Members of the Board of Education
Mr. Vince Tolbert

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

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
DATE: **October 1, 2024**
SUBJECT: **Water & Wastewater Request to Purchase Work Order System**

Public Works is requesting Commissioner approval to purchase a work order system for the Water & Wastewater Division from iWorQ Systems in the amount of $29,100.00. This is a non-budgeted item that is being requested per new, pending requirements from the Maryland Department of the Environment (MDE). MDE has issued the draft Wastewater Discharge Permit to the Ocean Pines Wastewater Treatment Plant. The new permit includes the following operational and maintenance requirements and is expected to go into effect this winter following the completion of the public comment period:

Excerpt from Special Condition II.O,

"7. Equipment record system explained for each type of equipment or machinery?
   a. Equipment numbering system explained?
   b. Equipment catalog available?
   c. Name plate data cards available?
   d. Maintenance record cards available?
   e. Manufacturer's maintenance schedule summarized for routine adjustment, lubrication, etc., with reference to page numbers in the manufacturer's O&M manual?
   f. Work order system described?"

Currently, the Water & Wastewater Division does not have a work order system that can track and manage the listed requirements. The Roads Division recently upgraded their work order software to the iWorQ System and are extremely happy with its functionality. During Road's investigation, similar products exceeded $100,000. Water & Wastewater met with the product representatives to verify the software meets their needs. The lower cost and Roads' familiarity with the software is why Water & Wastewater is recommending the purchase. The requirement for the work order software is likely to be included in all future wastewater discharge permits MDE issues for County wastewater plants. The software will be able to be used for the other sewer districts as their permits are renewed. If approved, the purchase would be an over expenditure of account 511.9010.090 – Construction Group - Capital Equipment Other WWW Equipment. Expenses assigned to an account within the Construction Group get divided between the various

service areas based on historical records (employee timesheets account for whatever area they are working in) and projected workloads over the coming year. For this expense the breakdown of the costs to the various service areas is as follows:

Assateague Point - 520.9010.090	1.50%	436.50
Briddletown - 525.9010.090	0.20%	58.20
Edgewater Acres - 530.9010.090	0.30%	87.30
Landings - 535.9010.090	2.00%	582.00
Lighthouse Sound - 540.9010.090	0.60%	174.60
Mystic Harbour - 545.9010.090	10.00%	2,910.00
Newark- 550.9010.090	1.00%	291.00
Ocean Pines 555.8002 (8003 & 8004).9010.090	63.30%	18,420.30
Riddle Farm - 570.9010.090	15.00%	4,365.00
River Run - 575.9010.090	1.00%	291.00
West Ocean City - 580.9010.090	5.10%	1,484.10
	100.00%	29,100.00

Please let me know if there are any questions.

Attachments

CC: Quinn Dittrich
Nick Rice
Brian Jones
Chris Clasing
Tony Fascelli

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Worcester County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.
Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and

offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ' s database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-Year Term, either party may terminate this Agreement by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact_____Title_____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact_____ Title _____

Office Phone _____ Cell (required)_____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact_____ Title_____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID #_____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number_____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Worcester County	Population- 52,460
Crt House, 1 West Market Street ROOM 112, Snow Hill, MD 21863	Prepared by: Devon Bartlett

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Facilities Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track up to 5 asset layers (i.e HVAC, plumbing, electrical) Additional layers can be purchased for a cost of $500 per layer -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Allows Employees the ability to search for previous work requests -Ability to create work orders from work requests -Configurable dashboard, fields, and reports -Includes Sensitive File Uploads (if needed)	**$10,000**	Annual
Water Management - Track location, inspections, maintenance, and work orders (Work Management needed) - 5 Asset layers on OpenStreetMap (Hydrants, Lines, Valves.)	**$2,500**	Annual

- Set maintenance, inspection, and work order schedules * Available on any computer, tablet, or mobile device using Chrome browser browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports		
Sewer Management - Track location, inspections, maintenance, and work orders (Work Management needed) - 5 Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) - Set maintenance, inspection, and work order schedules * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports	**$2,500**	Annual
Facility Management Wastewater Treatment Plant Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track up to 5 assets layers (i.e. Pumps, Generators, Scrubbers) -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports -Includes Sensitive File Uploads (if needed)	**$2,500**	Annual
Subscription Fee Total (This amount will be invoiced each year)	**$17,500**	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	$11,600	$11,600	Year One
Up to 5 hours of GIS integration and data conversion	~~$1,000~~	Included	Year One
Data Conversion	~~$4,900~~	Included	Year One
One-Time Setup Total (This amount will be added year 1)	~~$17,500~~	$11,600	Year One

Grand Total Due Year 1	**~~$35,000~~**	**$29,100**	**Year One Total**

NOTES AND SERVICE DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
III. This cost proposal cannot be disclosed or used to compete with other companies.

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

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
DATE: **October 4, 2024**
SUBJECT: **Ocean Pines WWTP Request for Electrical Services to Install UV Disinfection Equipment**

Public Works is requesting Commissioner approval to contract directly with Carter's Electric Service for $34,710 to install the electrical components of the previously purchased ultraviolet (UV) disinfection equipment at the Ocean Pines Wastewater Treatment Plant (WWTP). $20,470 is available in the original FY 24 approved budget Ocean Pines Treatment Plant Capital Equipment Account 555.8003.9010.090. The remaining balance of $14,240 is being requested as an over expenditure to that account.

The request to directly award to Carter's Electric is a potential cost saving measure. Typically, work over $25,000 is bid out, however to bid the work out, engineered electrical drawings and specifications would need to be generated at an estimated additional cost $30,000-$50,000. The electrical work is relatively straight forward, by bringing in several contractors to view the equipment needing to be installed, the contractors understood what was necessary without the need for drawings and specifications. Public Works reached out to three separate local contractors with experience working at the WWTP and only one response was received with a not-to-exceed maximum price.

Wastewater disinfection is required by the Maryland Department of the Environment (MDE) to treat wastewater before it can be discharged and is included in the WWTP permit for the plant to meet its effluent water quality limits. The current system is 20-30 years old, and the hardware is obsolete. If the disinfection system is not replaced, the WWTP will not be able to meet its permit limits, and the service area will be subject to fines and enforcement actions.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
Tony Fascelli
Quinn Dittrich
Nick Rice

CARTER'S ELECTRICAL SERVICE

P.O. BOX 410
PITTSVILLE, MD 21850
(410) 835-8383
FAX: (410) 835-8412

Date: July 16, 2024

To: Tony Fascelli

Subject: UV

Location: Ocean Pines WWTP 1000 Shore Lane

SCOPE OF WORK

1A – 1B

~ Remove existing UV and Replace with Owner supplied New

~ Relocate existing Chart Recorder

~ Install New Controller for New UV ~ Owner Supplied

~ Use Existing UV Control Cabinet for Junction Box

~ Install Cover Plate on Face of Panel

~ Document Panel with New Equipment

~ Uncrate Materials Purchased

~ Inventory Items to Insure all items are correct to Install

TOTAL_____$ 34,710.00

William A Carter

Owner/President

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

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: **Weston S. Young, P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: **Dallas Baker, Jr., P.E., Director** Dallas Baker Jr
DATE: **October 4, 2024**
SUBJECT: **Water & Wastewater Division – Radio Read Water Meters**
Inter-governmental Loan and Bulk Purchase

Public Works is requesting Commissioner approval for a $1,525,000.00 inter-governmental loan from the General Fund to the Ocean Pines, Mystic Harbour, and Newark Sanitary Service Areas to fund upgrades to new radio read water meter registers. The funding for the project via a 10-year debt service repayment over was included in the approved FY 25 budget for the three service areas impacted. The inter-governmental loan will serve as the initial funding mechanism for the purchase. A breakdown of total loan share per service area is shown below:

Service Area	Number of Radio Read Registers Needed	Cost of Loan Share (per Service Area)
Ocean Pines	5,054	$1,409,280.00
Mystic Harbor	357	$99,547.00
Newark	58	$16,173.00
Total	**5,469**	**$1,525,000.00**

A draft promissory note, based on previous intergovernmental loans, is attached. The interest, term length, and dates have been provided by the Treasurer's Office.

In addition, Public Works is requesting Commissioner approval to purchase the aforementioned meters from Core & Main in the amount of $1,363,245.00. Core & Main is the regional vendor for Neptune water meters, the County's approved standard water meter manufacturer. The difference between the price of quoted meters (attached) and the $1.525 Million requested in the loan, is to cover components which will be needed to adapt some older style meter pits to the new radio read meters. The need for the additional parts will be determined in the field on a case by case basis.

This project is needed because the existing touch-pad style water meters and associated reading equipment is no longer supported or built by Neptune. The manufacturer has informed us we are one of three districts in the United States still utilizing these touch pad registers and wands. Without the upgrade, we will no longer be able to read water meters as equipment breakdowns occur.

Please let me know if there are any questions.

Attachments

cc: Chris Clasing, P.E., Deputy Director
Tony Fascelli, W/WW Superintendent
Quinn M. Dittrich, Enterprise Fund Controller
Nick Rice, Procurement Officer

PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS

$1,525,000.00
Amount

Snow Hill, Maryland

October 15, 2024
Date

For value received, the undersigned, Ocean Pines, Mystic Harbor and Newark Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of One Million Five Hundred and Twenty Five Thousand Dollars ($1,525,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

The loan and accrued interest is due and payable as follows:

The note is to cover cost for Radio Registers, approximate quantity (5,500) with Expansion Wheel Pit Replacements if needed.

Interest on the loan shall be paid quarterly commencing on January 1, 2025 for 10 years.

The initial interest rate herein shall be reviewed and adjusted, if necessary, on January 1 and July 1 of each year that a balance on this Promissory Note is outstanding.

ATTEST:

_____

By: _____(Seal)

Anthony W. Bertino, Jr
President

Bid Proposal for 5/8 & 1" Procoder R900I Registers -Worcester co

CUSTOMER

WORCESTER CO DEPT OF WATER
1000 SHORE LN
BERLIN, MD 21811

Job
5/8 & 1" Procoder R900I Registers -Worcester co
Berlin, MD
Worcester County
Bid Date: 08/07/2024
Bid #: 3688976

CONTACT

Sales Representative
Joel Shank
(T) 304-263-6986
(F) 304-263-7009
Joel.Shank@coreandmain.com

Core & Main
117 Industrial Circle
Martinsburg, WV 25403
(T) 3042636986

NOTES

Bid Proposal for 5/8 & 1" Procoder R900I Registers -Worcester co

WORCESTER CO DEPT OF WATER
Job Location: Berlin, MD
Bid Date: 08/07/2024
Core & Main 3688976

Core & Main
117 Industrial Circle
Martinsburg, WV 25403
Phone: 3042636986
Fax: 3042637009

Seq#	Qty	Description	Units	Price	Ext Price
10	1	MRX920 V4 DATA COLLECTOR 13655-100 NO LEAD	EA	15,500.00	15,500.00
20	5500	T10 5/8 PROCODER R900I V4 USG REG W/6' ANT RPW2G11SG89	EA	245.00	1,347,500.00
30	1	T10 1 PROCODER R900I V4 USG REG W/6' ANT RPW2G31SG89	EA	245.00	245.00
				Sub Total	**1,363,245.00**
				Tax	0.00
				Total	**1,363,245.00**

Branch Terms:
The attached proposal represents Core & Main's interpretation of existing plans and specifications as of the date of this document. The details contained represent neither a guarantee of items required, nor quantity required. Orders for this project will be accepted on the basis of quantities specified by the buyer and unit pricing and terms as contained in this quotation. All prices are based on the quotation in its entirety with full truckload freight paid releases. Lesser quantities may reflect additional charges for shipping and handling. Prices are subject to revision due to specification change, change orders and quantity changes. All pricing contained in this quotation are less applicable sales taxes and must be added. All quotations are contingent upon the buyer's acceptance of seller terms and condition. Quoted prices are firm for shipment within 30 days of quoted date, unless otherwise noted.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

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

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director** Dallas Baker Jr
DATE: **October 7, 2024**
SUBJECT: **Solid Waste Building Renovation Funding Over Expenditure**

Public Works is requesting Commissioner approval to overspend $64,003.76 from the Solid Waste Capital Equipment Building Improvements account 680.7002.9010.050. The over expenditure is being requested to complete the work associated with the addition of the conference room and Administration Building improvements which started in FY 24 but have not been completed yet. This request would extend the project into FY 25. The project was originally approved for $100,000 in the FY 24 budget. At the end of the FY 24, $35,996.24 had been spent leaving the line item with a balance of $64,003.76.

Historically, enterprise fund accounts have not requested encumbrances between fiscal years since any unspent funds stay within the originating enterprise fund. Moving forward, enterprise fund projects which extend between fiscal years will follow a process similar to the encumbrances of general fund projects to provide better transparency.

Please let me know if there are any questions.

CC: Chris Clasing
Quinn Dittrich
David Candy

MARYLAND'S Coast WORCESTER COUNTY

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

Memorandum

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

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

Subject: **Rural Legacy – FY 25 Grant Agreements**
Bishopville-Showell Rural Legacy Area
Dividing Creek Rural Legacy Area

Date: 10/7/24

Attached you will find a memorandum from Katherine Munson and agreements for funding for two of our Rural Legacy Areas. As the state has granted formal approval of our third Rural Legacy Area, we are pleased to be able to present funding for two (2) areas this cycle. Worcester County received $800,000 for the newly approved Bishopville-Showell Rural Legacy Area and $585,000 for the Dividing Creek Rural Legacy Area. As Ms. Munson noted, we put forth these two areas for funding this cycle and did not include the Coastal Bays Rural Legacy Area. There is no required County match to participate, and state pays for funding covers administrative costs.

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

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

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

Attachments

cc: Roscoe Leslie
Katherine Munson
Lynn Wright

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL:410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planning Manager KM

SUBJECT: FY25 Rural Legacy Area Grant Agreements

DATE: September 25, 2024

Attached please find the FY25 Dividing Creek Rural Legacy Area (DCRLA) grant agreement and the Bishopville-Showell Rural Legacy Area grant agreement for commissioner review and signature. Also attached is a color map showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C), for each grant.

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

The grant agreement has been reviewed by Roscoe Leslie, County Attorney.

Worcester County was awarded $585,000 for DCRLA, shared with Somerset County, who has already signed the grant agreement. Worcester County was awarded $800,000 for the new Bishopville-Showell RLA.

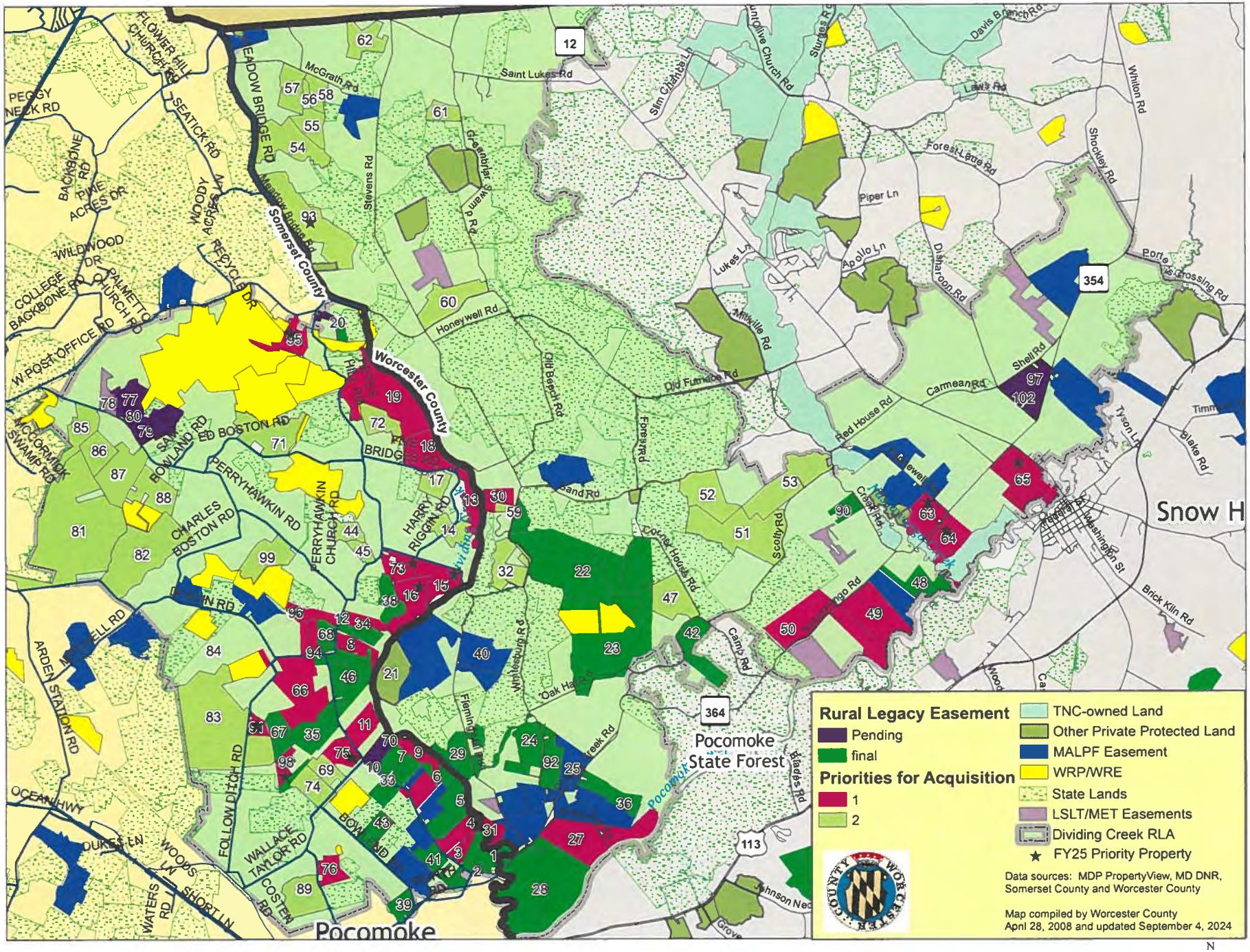
Both grants will be used to purchase 2-4 conservation easements in Worcester County. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, etc.).

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

Worcester County did not apply receive funding for Coastal Bays Rural Legacy Area in FY25.

Please contact me with any questions.

Attachments



Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties

Bishopville-Showell Rural Legacy Area
Worcester County, Maryland

FY25 Grant Agreement: Attachment A

Map prepared by Worcester County, Environmental Programs
Data sources: MD DNR, LSLT and Worcester County
September 25, 2024

RURAL LEGACY GRANT AGREEMENT
SPONSOR: LOCAL GOVERNMENT

THIS GRANT AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a local government, 1 West Market Street, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the "Sponsor" or the "Local Government").

RECITALS

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

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

WHEREAS, the Sponsor has filed an application to designate Rural Legacy Areas, known as the Bishopville-Showell Rural Legacy Area shown on the maps set forth on Attachment A ("Rural Legacy Area");

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

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

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on August 28, 2024; and

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

and the BPW.

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

Section 1. Definitions.

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

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

Law is defined in Section 3.6. of this Agreement.

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

SLCO is defined as a state land conservation organization being "the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, Maryland Department of Natural Resources, or another state organization

approved by the RLB."

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

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

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

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Eight Hundred Thousand Dollars ($800,000.00) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

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

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

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

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. A Sponsor may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in

Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

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

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

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

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

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

Section 6 of this Agreement.

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

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

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

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

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

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

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any

Easement interests acquired under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders".

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

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

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

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

charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4.), or (g) any exception unacceptable to any SLCO or any Title Holder.

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

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

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

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of

the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

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

Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

6.4 Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1 ½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available

only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1 INTENTIONALLY DELETED.

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

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland and all of its representatives

from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement. The Sponsor's indemnification of the State of Maryland and all of its representatives under this Section is subject to the availability of funds appropriated by Worcester County, Maryland for such purpose. The County Commissioners of Worcester County, Maryland hereby agrees to use their best efforts to include a request in the Annual Budget and Appropriations Ordinance to appropriate funds in the event there is an indemnification cost to the Sponsor under this Section.

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

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

A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;

C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

D. Terminate the Agreement in whole or in part;

E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

F. Debar the Sponsor from applying for future Program funds; and

G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

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

Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other party.

Section 12. Miscellaneous.

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

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

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

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

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

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

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

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

the goals of the aforesaid statutes.

12.9. INTENTIONALLY DELETED.

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

12.11. INTENTIONALLY DELETED.

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

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

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

WITNESS/ATTEST:

_____
(Signature)

_____
(Print Name)

THE COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND:

BY: _____(SEAL)
Anthony W. Bertino, Jr.
President

DATE: _____

WITNESS:

_____
(Signature)

_____
(Print Name)

STATE OF MARYLAND
RURAL LEGACY BOARD:

BY: _____(SEAL)
Josh Kurtz
Chair, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2024.

_____
Assistant Attorney General

Approved as to form and legal sufficiency
this _____ day of _____, 2024.

_____
County Attorney

ATTACHMENT A
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
Page 1 of 1

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 1 of 3

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

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:

   A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.

   B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.

   C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation

   A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.

   B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program

   A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.

   B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
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4. Stewardship

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

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

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

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

ATTACHMENT B
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
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values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource-based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights's, riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.

9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.

10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.

11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.

12. Progress Reports. Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

ATTACHMENT C
BISHOPVILLE-SHOWELL RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT

Rural Legacy Area Bishopville-Showell	**FY 2025 Grant Award**
Sponsor's Name Worester County Government	
Contact Name Katherine Munson, Planning Manager	Contact Telephone Number 410-632-1220, ext1302
Contact Address Worcester County Government/Environmental Programs 1 Market Street, Suite 1306, Snow Hill, Maryland 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed $800,000.00	

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

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			
Drew, Mark and M. Kathy (#1)	11539 St. Martins Neck Road Bishopville, MD 21813	1	Wo	10	55	21			28.48		X
Drew, Mark and M. Kathy (#2)	11828 Back Creek Road Bishopville, MD 21813	1	Wo	10	99, 100	6			29.32		X
McCabe Brothers (#3)	Ames Road Bishopville, MD 21813	1	Wo	9	189, 207	6			125.13		X
Benson, Glenn (#4)	Mumford Road Bishopville, MD 21813	2	Wo	20	227	4			61.931		X
Jarman, Donna (#5)	Mumford Road Bishopville, MD 21813	1	Wo	10	224	2			50.34		X
Hammond, Thomas and Marie (#6)	Hotel Road Bishopville, MD 21813	2	Wo	9	142	4			42.1		X
Tingle, Edward (#7)	12938 Old Stage Road Bishopville, MD 21813	2	Wo	9	119	3			48		X
Justice, Lester and Kimberly (#8)	9406 Morris Road Bishopville, MD 21813	2	Wo	2	25	24			37.62		X
Holloway, William and Judy Holloway Irrevocable Trust (#9)	9087 Pitts Road Berlin, MD 21811	2	Wo	14	91	23			58.7		X

Bishopville-Showell Rural Legacy Area
Worcester County, Maryland

FY25 Grant Agreement: Attachment A

0 0.75 1.5 3 Miles

Map prepared by Worcester County, Environmental Programs
Data sources: MD DNR, LSLT and Worcester County
September 25, 2024

- RLA Boundary
- **Proposed Acquisitions**
  - Priority 1
  - Priority 2
- LSLT Easements
- WRP/WREP Easements
- CREP Easements
- State Lands
- Forest Conservation Easements

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

THIS GRANT AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD ("RLB"), Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401, the COMMISSIONERS FOR SOMERSET COUNTY, Post Office Box 37, Princess Anne, Maryland 21852, and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, 1 West Market Street, Room 1103, Snow Hill, MD, 21863, ("Local Government"), and the LOWER SHORE LAND TRUST, 100 River Road, Snow Hill, Maryland 21863, a non-profit corporation incorporated in the State of Maryland, ("Land Trust") (hereinafter Local Government and Land Trust are sometimes referred to collectively as the "Sponsor").

RECITALS

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

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

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

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

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

WHEREAS, the RLB's Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works ("BPW") and such approvals have been given by the BPW on August 28, 2024; and

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

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

Section 1. Definitions.

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

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

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

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

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

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

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

FSCMCO is defined in Section 4.1. of this Agreement.

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

Law is defined in Section 3.7. of this Agreement.

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

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

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

Program is defined in the Recitals Section of this Agreement.

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

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

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

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

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

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

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

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

Section 2. Grant and Special Conditions.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed Five Hundred Eighty-Five Thousand Dollars ($585,000) (the "Total Grant Amount") to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Local Government that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period. The Local Government shall be responsible for disbursing that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties to the Land Trust who is a party to a particular Project Agreement, provided such Project Costs were incurred by the Land Trust and not the Local Government.

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

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

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

Section 3. Sponsor's Performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Disposal of Fee Simple Property.

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

Section 6. Reimbursement of Costs.

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

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

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

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

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

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

Section 7. Stewardship and Monitoring for Program Compliance.

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

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

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

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

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

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

A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;

C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

D. Terminate the Agreement in whole or in part;

E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;

F. Debar the Sponsor from applying for future Program funds; and

G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

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

Section 12. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES BEGIN ON THE NEXT PAGE

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

WITNESS/ATTEST:

(Signature)

(Print Name)

COMMISSIONERS FOR SOMERSET COUNTY:

BY: _____(SEAL)
~~Charles Laird~~ Randy Laird
Vice President

DATE: 9/24/24

WITNESS/ATTEST:

(Signature)

(Print Name)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND:

BY: _____ (SEAL)
Anthony W. Bertino, Jr.
President

DATE: _____

WITNESS/ATTEST:

(Signature)

(Print Name)

LOWER SHORE LAND TRUST:

BY: _____(SEAL)
Mike Lewis
Chairman

DATE: 9/24/24

WITNESS/ATTEST:

(Signature)

(Print Name)

STATE OF MARYLAND
RURAL LEGACY BOARD:

BY: _____
Josh Kurtz
Chairman, Rural Legacy Board

DATE: _____

Approved as to form and legal sufficiency
this_____ day of _____, 2024.

_____
Assistant Attorney General

Approved as to form and legal sufficiency
this 30th day of Sept, 2024.

_____
City Solicitor / County Attorney
Kirk G. Simpkins
Somerset County

Approved as to form and legal sufficiency
this_____ day of _____, 2024.

_____
City Solicitor / County Attorney

ATTACHMENT A
DIVIDING CREEK RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT

Page 1 of 1

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT
Page 1 of 3

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

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:

   A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.

   B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.

   C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation

   A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.

   B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program

   A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.

   B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

4. Stewardship

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

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

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

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

ATTACHMENT B
DIVIDING CREEK RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT
GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
SECTION 2.3 OF THIS GRANT AGREEMENT

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

8. Execution of Grant Agreement. The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within ninety (90) days of the Sponsors receipt by registered mail of the Grant Agreement.

9. Period of Grant Agreement. The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is eighteen (18) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.

10. Acquisition Policies. Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.

11. Program Compliance. Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.

12. Progress Reports. Sponsor shall make quarterly and annual progress reports required under sections 8.1 and 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. Quarterly reports shall be submitted to the Maryland Department of Natural Resources within three weeks of the end of each quarter as determined by the execution date of the Grant Agreement. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

13. Future Funding. The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

ATTACHMENT C
DIVIDING CREEK RURAL LEGACY AREA
FY 2025 RURAL LEGACY GRANT AGREEMENT

Rural Legacy Grant Agreement
Attachment C

Rural Legacy Area Dividing Creek	**FY 2025 Grant Award**
Sponsor's Name Somerset and Worcester Counties; and Lower Shore Land Trust	
Contact Name Jared R. Parks, Lower Shore Land Trust, Land Programs Manager	Contact Telephone Number 443-234-5587
Contact Address 100 River Street, Snow Hill, MD 21863	
In accordance with Section 2.1, Amount of Grant Not to Exceed $585,000.00	

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

Eligible Properties

Owner's Name	Property Address	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Map	Parcel	Grid	Page	Lot			

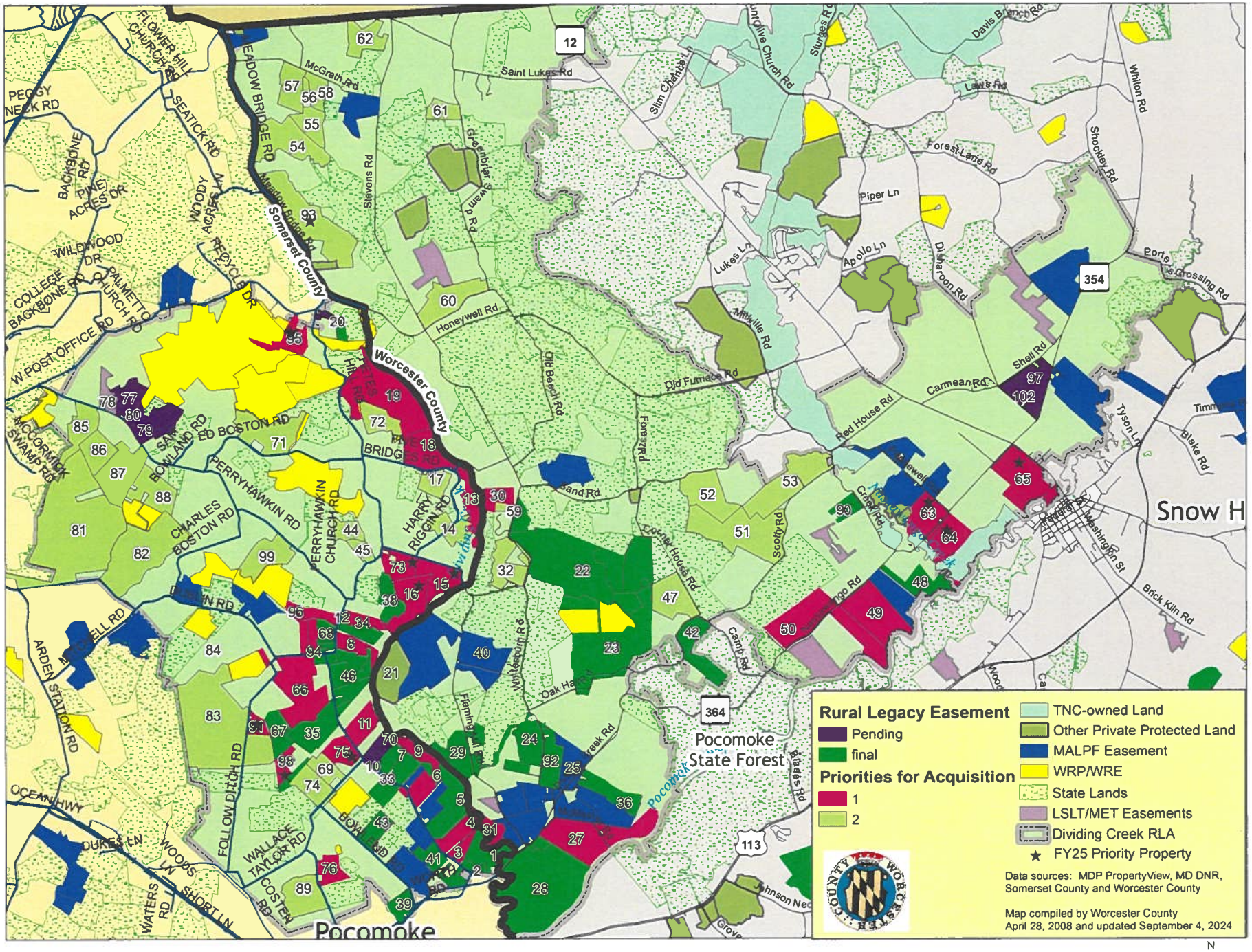
State of Maryland Department of Natural Resources
Rural Legacy Program Application

Proposed Acquisitions – Fiscal Year _____

Rural Legacy Area Name _____

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
1	Scott Beauchamp	Follow Ditch Road	$110,000	50	34 SOM	04-065301	21	50		E	N/A	N	N
2	Jimmy Beauchamp	Dublin Road	$175,000	81.4	25 SOM	04-064402	22	42		E	N/A	N	N
3	Horace and Elwath (From M. Allinder)	8708 Wallace Taylor Road	$235,000	111.881	42 SOM	04-062744	4	8		E		N	N
4	A & A Realty-Tawes (From M. Allinder)	Follow Ditch Road	$1,500,000	711	34 SOM	04-065832	13	40		E	100	N	N
5	William Webster	33265 Perryhawkin Road, Princess Anne 21853	$350,000	176.35	25 SOM	04-060849	14	14		E	100	N	N
6	Steve Barnes	Dublin Road	$170,000	77.982	34 SOM	04-072162, 04-066448	3	82, 35		E	100	N	N

PROPERTY	Owner's Name	Property Address	Estimated Cost	Acres	Tax Map Information					Easement or Fee (E or F)	Buffer Width	Public Access (Y or N)	Social Benefits
					Tax Map	Account ID #	Grid	Parcel	Lot				
7	Manufacturers and Traders Trust Co (Property #64)	Nassawango Road	$250,000	144.48	WO 63	02007819	7	85		E	100	N	N
8	Fulton, Martha and Jennie (Property #63)	4824 Pennewell Road	$350,000	151.3	WO 63	02007371	7	83		E	100	N	N
9	Abercrombie/Truitt 's Landing Farm, LLC (Property #93)	Stevens Road	$800,000	515	WO 44	07002769	16	10		E	100	N	N
10	Jennie Fulton Owen (Property #65)	5531 Snow Hill Road	$750,000	324.824	WO 55	02005085	21	13		E	100	N	N



Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: October 4, 2024
Re: Planning Commission Recommendation – Cannabis dispensary regulations

On October 3, 2024, the Planning Commission reviewed the proposed text amendment establish dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts. It also establishes specific parking requirements for the use and stacking space requirements for any facility that proposes a drive-through. Following the discussion, the board gave a favorable recommendation to the bill as amended. A copy of the draft emergency bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mrs. Keener explained that the amendment stemmed from the direction of the County Commissioners to evaluate cannabis dispensary uses and associated parking requirements. The draft bill that was submitted proposes to add cannabis dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts, consistent with the lot requirements for retail and service uses in those districts. The minimum and maximum parking calculations were developed as a starting point for discussion. The stacking spaces for a drive-through facility was proposed to be consistent with a stacking lane requirement for a restaurant use.

The Planning Commission discussed the impact that the existing facilities have had on the area and evaluated the parking considerations based upon the square footage of those facilities. A motion was made by Ms. Drew and seconded by Mrs. Wimbrow to amend the minimum parking requirement to 1 space per 150 square feet of gross floor area, and the maximum parking requirement to 1 space per 100 square feet of gross floor area. The motion failed, with Mr. Church, Ms. Knight and Ms. Smith in opposition. Mr. Barbierri abstained. A second motion was made by Mr. Church and seconded by Ms. Knight to amend the minimum parking requirement to 1 space per 100 square feet of gross floor area,

and the maximum parking requirement to 1 space per 50 square feet of gross floor area. The motion carried unanimously.

Following the discussion, a motion was made by Mrs. Wimbrow to provide a favorable recommendation on the text amendment as amended. Ms. Knight seconded the motion, and the motion carried unanimously.

cc: Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 24-

BY:
INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Cannabis dispensaries

For the purpose of amending the Zoning and Subdivision Control Article to specify cannabis dispensaries as a special exception use in certain zoning districts and modifying the off-street parking and stacking space requirements for cannabis dispensaries.

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

> CANNABIS DISPENSARY – A licensed entity as defined under Title 36 of the Annotated Code of the State of Maryland to provide cannabis or cannabis products through a storefront or delivery service.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-209(c)(17) and a new subsection § ZS 1-209(c)(16) be enacted to read as follows:

> (16) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet. Furthermore, the gross floor area, including storage, shall not exceed five thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(17) and a new subsection § ZS 1-210(c)(16) be enacted to read as follows:

> (16) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet. Furthermore, the gross floor area, including storage, for any single business establishment shall not exceed sixty thousand square feet and the total gross floor area of all business establishments on the

parcel shall not exceed one hundred thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-211(c)(12) and a new subsection § ZS 1-211(c)(11) be enacted to read as follows:

(11) Cannabis dispensaries. Minimum lot requirements shall be: lot area, six thousand square feet [see § ZS 1-305(l) hereof]; lot width, sixty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensaries" to the "Retail and service establishments" Use Category to read as follows:

Use Category	**Minimum Motor Vehicle Spaces Required**	**Maximum Motor Vehicle Spaces Required**	**Bicycle Spaces Required**
Retail and service establishments:			
Cannabis dispensaries	1 per each 100 square feet of gross floor area	1 per each 50 square feet of gross floor area	1 rack

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the stacking space requirements for drive-through uses contained in Subsection § ZS 1-320(e)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensary with drive-through" as follows:

Type of Use	**Minimum Stacking Spaces**	**Measured From:**
Cannabis dispensary with drive-through	8	Order box

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: September 26, 2024
Re: Text Amendment– Cannabis Dispensary regulations

****

At the direction of the Worcester County Commissioners, I have prepared the attached text amendment to the Zoning and Subdivision Control Article to address cannabis dispensaries. Since the establishment of medical cannabis, Worcester County has treated the dispensaries as the equivalent to a retail pharmacy, a use allowed in the commercial zoning districts by right. Over the past year, the expansion of cannabis from medical only to adult-use has generated a significant amount of additional traffic impacts that were not originally contemplated when medical establishments were first licensed and permitted in 2017.

The bill proposes to establish dispensaries as a special exception use in the C-1 Neighborhood Commercial, C-2 General Commercial, and C-3 Highway Commercial Districts. It also establishes specific parking requirements for the use and stacking space requirements for any facility that proposes a drive-through. The bill does not propose to modify any of the separation distance requirements that are currently contained in § PH 1-110.

The Planning Commission shall review the bill and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
File

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-

BY:
INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Zoning – Cannabis dispensaries

For the purpose of amending the Zoning and Subdivision Control Article to specify cannabis dispensaries as a special exception use in certain zoning districts and modifying the off-street parking and stacking space requirements for cannabis dispensaries.

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> CANNABIS DISPENSARY – A licensed entity as defined under Title 36 of the Annotated Code of the State of Maryland to provide cannabis or cannabis products through a storefront or delivery service.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-209(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-209(c)(17) and a new subsection § ZS 1-209(c)(16) be enacted to read as follows:

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Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(17) and a new subsection § ZS 1-210(c)(16) be enacted to read as follows:

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parcel shall not exceed one hundred thousand square feet, subject to the provisions of §§ ZS 1-325 and PH 1-110 hereof. See additional provisions in Subsection (f) of this section.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-211(c)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-211(c)(12) and a new subsection § ZS 1-211(c)(11) be enacted to read as follows:

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Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensaries" to the "Retail and service establishments" Use Category to read as follows:

Use Category	**Minimum Motor Vehicle Spaces Required**	**Maximum Motor Vehicle Spaces Required**	**Bicycle Spaces Required**
Retail and service establishments:			
Cannabis dispensaries	1 per each 50 square feet of gross floor area	1 per each 25 square feet of gross floor area	1 rack

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the stacking space requirements for drive-through uses contained in Subsection § ZS 1-320(e)(1) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended to add "cannabis dispensary with drive-through" as follows:

Type of Use	**Minimum Stacking Spaces**	**Measured From:**
Cannabis dispensary with drive-through	8	Order box

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.

MARYLAND'S Coast WORCESTER COUNTY

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

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: October 8, 2024
RE: "Requested" Capital Improvement Plan FY2026 through FY2030

I have attached the Requested Fiscal Year 2026 through Fiscal Year 2030 Five-Year Capital Improvement Plan. The Requested Plan Summary by Category indicates projects totaling $267,807,763 are requested over the five-year period. Of these projects, $87,394,985 or 33% is proposed to come from the Assigned Funds and $68,246,169 or 25% from General Bond Funds. The remaining portion would come from grant funds, state matching funds, state loans, user fees and enterprise bonds.

Please assess the requests for FY2026 to note if there are items in the plan that the County should further review. The FY2026 Assigned Funds request is $16,713,214 or 41% of the capital outlay and General Bonds total is $235,000 or less than 1% of the capital outlay. The Bond Rating Agencies look closely at the Capital Improvement Plan as a financial planning tool for the County.

The purpose of this submission today, is to request a public hearing be held on the Requested Capital Improvement Plan on Wednesday November 6, 2024. Should you have any questions please do not hesitate to contact me.

Attachments

MARYLAND'S Coast WORCESTER COUNTY

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

Notice of Public Hearing
REQUESTED Five-Year Capital Improvement Plan
FY 2026 through FY 2030
Worcester County, Maryland

The Worcester County Commissioners will conduct a public hearing on the REQUESTED Five-Year Capital Improvement Plan (CIP) for fiscal year (FY) 2026 through FY2030. The CIP is a planning document the County will use in preparing future operating budgets, to anticipate future financial needs of the County and to identify possible funding resources. Inclusion of a project in the CIP does not constitute a guarantee of funding from the County. Some capital projects will be added, deleted and/or amended as necessary. As with the Operating Budget, the projects for each fund have to be balanced with the resources available in that fund. Copies of the Worcester County REQUESTED Capital Improvement Plan forFY2026 through FY2030 summary may be obtained online at www.co.worcester.md.us. For additional information, please contact the County Administration Office at (410) 632-1194.

The public hearing will be held on:

Wednesday, November 6, 2024
at 10:35 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

Worcester County

Requested

5 Year Capital Improvement Plan
FY 2026 to FY 2030

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

October 15, 2024

REQUESTED PLAN SUMMARY BY CATEGORY

10/15/2024

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN
FY 2026 TO FY 2030 PROJECT SUMMARY

Project Category	2026	2027	2028	2029	2030	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete *	Total Project Cost
General Government	9,271,879	1,393,000	8,429,000	0	0	19,093,879	7.13%	6,607,000	0	25,700,879
Public Safety	912,540	15,291,256	30,571,278	814,364	0	47,589,438	17.77%	4,165,000	0	51,754,438
Public Works	25,695,109	33,617,500	9,300,000	4,300,000	12,500,000	85,412,609	31.89%	6,456,100	0	91,868,709
Recreation & Parks and Natural Resources	138,600	0	0	0	0	138,600	0.05%	1,386,000	0	1,524,600
Public Schools	5,660,524	8,043,951	28,315,142	28,732,470	41,039,900	111,791,987	41.74%	149,320	42,759,669	154,700,976
Community College	0	0	171,875	3,437,500	171,875	3,781,250	1.41%	0	0	3,781,250
TOTAL	41,678,652	58,345,707	76,787,295	37,284,334	53,711,775	267,807,763	100.00%	18,763,420	42,759,669	329,330,852

Source of Funds	2026	2027	2028	2029	2030	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete	Total Project Cost
General Fund	0	0	0	0	0	0	0.00%	0	0	0
User Fees	7,700,000	0	200,000	300,000	0	8,200,000	3.06%	461,550	0	8,661,550
Grant Funds	6,267,052	11,530,000	2,000,000	0	0	19,797,052	7.39%	3,746,533	0	23,543,585
State Match	4,619,329	2,421,671	11,277,000	11,277,000	11,080,500	40,675,500	15.19%	3,070,000	10,984,500	54,730,000
State Loan	1,695,000	4,850,000	0	0	0	6,545,000	2.44%	0	0	6,545,000
Assigned Funds	16,713,214	11,633,833	29,062,338	22,707,334	7,278,266	87,394,985	32.63%	8,143,394	631,826	96,170,205
Private Donation	276,000	0	0	0	0	276,000	0.10%	0	0	276,000
Enterprise Bonds	4,173,057	15,400,000	6,100,000	3,000,000	8,000,000	36,673,057	13.69%	426,943	0	37,100,000
General Bonds	235,000	12,510,203	28,147,957	0	27,353,009	68,246,169	25.48%	2,915,000	31,143,343	102,304,512
General Bonds (Re-paid through VLT)	0	0	0	0	0	0	0.00%	0	0	0
TOTAL	41,678,652	58,345,707	76,787,295	37,284,334	53,711,775	267,807,763	100.00%	18,763,420	42,759,669	329,330,852

* Balance to Complete - Years FY2031 and future

FY 2026 TO FY 2030 SUMMARY BY PROJECT
REQUESTED

10/15/2024

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN

	FY2026	FY2027	FY2028	FY2029	FY2030	Prior Allocation	Balance To Complete	TOTAL
General Government Facilities								
New Pocomoke Library	3,029,000					6,140,000		9,169,000
Snow Hill Library Building Improvements	3,113,727					250,000		3,363,727
Government Center Roof Replacement	2,771,152					50,000		2,821,152
Courthouse Courtroom 4/ Family Services Expansion	308,000	833,000	83,000			117,000		1,341,000
Courthouse Washington Street Entrance	50,000	460,000	46,000			50,000		606,000
Pocomoke Health Department & 50 Plus Center Replacement		100,000	8,300,000					8,400,000
Total General Government Facilities	**9,271,879**	**1,393,000**	**8,429,000**	**0**	**0**	**6,607,000**	**0**	**25,700,879**
Public Safety								
Public Safety Logistical Storage Facility	560,000					2,915,000		3,475,000
Outdoor Warning Siren System	150,000					1,250,000		1,400,000
State's Attorney Building Addition	97,540	2,781,053	2,423,321	814,364				6,116,278
Public Safety Building	105,000	12,510,203	28,147,957	0				40,763,160
Total Public Safety	**912,540**	**15,291,256**	**30,571,278**	**814,364**	**0**	**4,165,000**	**0**	**51,754,438**
Public Works								
Roads- Asphalt Overlay or Pavement of County Roads	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,551,752		6,551,752
Roads- Cove Landing Road Cross Road Pipes	60,000	350,000				10,000		420,000
Water Wastewater								
Riddle Farm WWTP Rehabilitation	2,000,000					1,578,490		3,578,490
Riddle Farm WWTP Bypass to OP WWTP	3,090,000					161,500		3,251,500
Lewis Road Sewer System	2,026,152					2,025,000		4,051,152
Ocean Pines WWTP Lagoon Expansion	150,000					300,000		450,000
Mystic Harbor Water to Riddle Farm	2,000,000					67,765		2,067,765
Riddle Farm Water Treatment Plant &Tower Rehabilitation	650,000					100,000		750,000
Ocean Pines Wastewater Belt Filter Press Replacement	4,173,057					426,943		4,600,000
Ocean City Sunset Avenue Sewer Relief	2,000,000					35,000		2,035,000
St. Martin's By the Bay Water System	2,445,900					73,100		2,519,000
Newark WTP Rehabilitation	150,000	5,887,500						6,037,500
Mystic Harbour Solids Handling & Storage Building	200,000	6,700,000						6,900,000
Ocean Pines Force Main Replacement Station N to L	200,000	1,500,000						1,700,000
Ocean Pines Wastewater Drying Beds	50,000	500,000						550,000
Mystic Harbour WTP Rehabilitation		1,600,000						1,600,000
Landings Water Tower Rehabilitation		580,000						580,000
River Run Sewer Interconnection to Ocean Pines		100,000	2,000,000					2,100,000
Mystic Harbour Effluent Connection to Riddle Farm Lagoon		400,000	6,100,000					6,500,000
Assateague Point WWTP Replacement Liner			100,000	1,500,000				1,600,000
River Run Replacement Liner			100,000	1,500,000				1,600,000
Mystic Harbour Effluent Disposal Expansion				150,000	3,500,000			3,650,000

FY 2026 TO FY 2030 SUMMARY BY PROJECT
REQUESTED

10/15/2024

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN

	FY2026	FY2027	FY2028	FY2029	FY2030	Prior Allocation	Balance To Complete	TOTAL
Solid Waste								
Landfill Gas Collection System	4,500,000					126,550		4,626,550
Landfill Cell 6 Design and Construction	1,000,000	15,000,000						16,000,000
Landfill Cell 1 Capping and Closure				150,000	8,000,000			8,150,000
Total Public Works	**25,695,109**	**33,617,500**	**9,300,000**	**4,300,000**	**12,500,000**	**6,456,100**		**91,868,709**
Recreation & Parks								
Recreation Center - HVAC Replacement	138,600					1,386,000		1,524,600
Total Recreation & Parks	**138,600**	**0**	**0**	**0**	**0**	**1,386,000**		**1,524,600**
Public Schools								
Pocomoke Elementary School - Roof Replacement	3,199,000					60,000		3,259,000
Buckingham Elementary Replacement School	1,860,329	5,632,541	28,069,011	28,069,101	7,053,391	50,306	631,826	71,366,505
Berlin Intermediate School	601,195	2,411,410	246,131	663,369	33,986,509	39,014	42,127,843	80,075,471
Total Public Schools	**5,660,524**	**8,043,951**	**28,315,142**	**28,732,470**	**41,039,900**	**149,320**	**42,759,669**	**154,700,976**
Wor-Wic Community College								
Wor-Wic Student Success and Wellness Center			171,875	3,437,500	171,875			3,781,250
Total Wor-Wic		**0**	**171,875**	**3,437,500**	**171,875**	**0**	**0**	**3,781,250**
CAPITAL PROJECT SUMMARY - BY SOURCE OF FUNDS								
Source of Funds	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**Prior Allocation**	**Balance to Complete**	**TOTAL**
General Fund								0
User Fees	7,700,000		200,000	300,000		461,550		8,661,550
Grant Funds	6,267,052	11,530,000	2,000,000			3,746,533		23,543,585
State Match	4,619,329	2,421,671	11,277,000	11,277,000	11,080,500	3,070,000	10,984,500	54,730,000
State Loan	1,695,000	4,850,000						6,545,000
Assigned Funds	16,713,214	11,633,833	29,062,338	22,707,334	7,278,266	8,143,394	631,826	96,170,205
Private Donation	276,000							276,000
Enterprise Bonds	4,173,057	15,400,000	6,100,000	3,000,000	8,000,000	426,943		37,100,000
General Bonds	235,000	12,510,203	28,147,957		27,353,009	2,915,000	31,143,343	102,304,512
General Bonds (Debt Service to be paid through Video Lottery Funds)								0
TOTAL	**41,678,652**	**58,345,707**	**76,787,295**	**37,284,334**	**53,711,775**	**18,763,420**	**42,759,669**	**329,330,852**

CIP Project Name: New Pocomoke Library

Project Director (Name & Title): Jennifer Ranck, library director
Phone Number: 410-632-2600

Project Summary and Purpose: To replace the current 54 year old facility with a new, larger building

Project Location: 301 Market Street, Pocomoke MD 21851

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, the Public Library Grant program is available and administered through the Maryland State Library Agency. The library has received a match of $3.999 million for FY 25 ($1,799,000 and $2,200,000 in deferred funding from FY 2024) and is seeking funds for FY 26 to help with the cost of furnishings and equipment ($275,000). The Library Foundation will help raise funds to help with furnishings and materials.

Is there a Federal or State mandate related to this project? If so, please elaborate: The Public Library Capital Grant requires a 50% match.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The library will need to hire two additional part-time employees. We hope to maintain utility costs at their current level.

What is the useful life of the asset/project? A new building is likely to last another 50 years.

Will this project generate revenue? The library will generate revenue through copier services and meeting room usage fees.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						520,000		**520,000**
Land Acquisition								**0**
Site Work								**0**
Construction	2,479,000					5,620,000		**8,099,000**
Equipment/Furnishings	550,000							**550,000**
Other - Please Specify								**0**
TOTAL	**3,029,000**	**0**	**0**	**0**	**0**	**6,140,000**	**0**	**9,169,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match	1,204,000					3,070,000		**4,274,000**
State Loan								**0**
Assigned Funds	1,825,000					3,070,000		**4,895,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**3,029,000**	**0**	**0**	**0**	**0**	**6,140,000**	**0**	**9,169,000**
PROJECTED OPERATING IMPACTS	21,051	42,100	42,100	42,100	42,100			189,451

CIP Project Name: New Pocomoke Library

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Worcester County Library completed a Facilities Master Plan in 2013. The Berlin Branch Library replacement project was identified as the first priority; building improvements to the Pocomoke Branch Library were identified as the second priority. The Pocomoke Branch opened in 1970 with an addition constructed in 2004. The addition provided much needed space but much of the library's furniture and shelving was re-used and many of building systems are in need of replacement. This project will address the following problems: 1) the lack of flexible space for collaborative work for patrons and staff; 2) the need for upgraded electrical and data systems; 3) the need for upgraded heating, ventilation, air conditioning and lighting; 4) roof and window replacement; and 5) accessibility issues. In September 2021, Worcester County Commissioners signed an agreement with the City of Pocomoke to use a downtown site for the new library, if a Strategic Demolition grant is successful. Unfortunately the grant was not successful and as requested in last year's CIP, the library would like to move forward with plans for a new branch on the current site, Market Street.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The residents and visitors to Pocomoke City and the surrounding areas will benefit from this project. Many of the building's systems are nearing the "end of useful life" and a new facility will help maintain proper temperatures, improve lighting, and reduce the library's overall energy use. New flooring and furnishings will improve overall functionality and enable the library to reallocate collection space, create a dedicated young adult space, reconfigure staff area, and revise public service desk. Lack of programming space within the collection spaces limit the kinds of programs and equipment that the library can offer. The branch is often the recipient of discarded furniture. The mix of hodgepodge shelving negatively affects the overall character and layout of the branch. Library staff are continually weeding and shifting collections due to lack of space. The library would like to purchase additional non-fiction picture books for the Children's area to support school readiness but there is no room to expand library collections. Dated HVAC equipment continues to fail. The circulation desk is crowded and there is little room to store held items and interlibrary loan materials for customers. The staff office and staff kitchen also serve as storage spaces. Many library operations must take place at the circulation desk in between assisting customers and checking out materials. The circulation desk is not accessible for those in wheelchairs and obstructs flow for all users. A more welcoming desk would improve the patron experience. A new building will enable the library to create inspiring and defined spaces that will facilitate greater and higher quality use by its visitors. The addition of quiet study and the possibility of a small conference room will expand the types of activities that can take place in the library. Additional places for visitors to plug in their own devices will enable users to research, complete online classes, and communicate in a more comfortable setting. New shelving will allow for the print collections to be displayed in a functional manner and easier to access by all patrons. The library will increase aisle widths to 42" to meet ADA preferred guidelines. The projected increase for library use is 15%. A well-designed staff area will increase productivity and staff morale. Efficient electrical and data communications systems will modernize technology for now and future reconfiguration. The library will also strive to minimize its environmental footprint and will explore the opportunities to use sustainable building materials, incorporate natural light to reduce energy costs, and other design elements that are cost effective and environmentally friendly. The library is central to the Pocomoke community and serves as the cultural and learning center. The space will support modern usage and technology and enable the library to meet the needs of the current and evolving community.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The most recent cost estimate was developed in May 2024 and includes design fees, contingencies, insurance and bonds, and FFE.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first requested in FY 2019 and several options for facility upgrades and other locations have been discussed. An alternative downtown Pocomoke site was considered in Spring 2020 but upon further evaluation the location was not viable. The library apply for construction funding through the Public Library Capital Grant program in FY 24, but the grant did not move forward due to the location change. Fortunately, the library received funding in FY 25 to help offset the cost to the County.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The Pocomoke library is over 50 years and some building systems are at the end of their life cycle. Building improvements should lower ongoing operating costs.

CIP Operating Impact Projections

Project: New Pocomoke Library
Department & Signature of Department Head:

Personnel Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						
Part Time Library Services Assistant	9,500	19,000	19,000	19,000	19,000	**85,500**
Part Time Library Services Assistant	9,500	19,000	19,000	19,000	19,000	**85,500**
Benefits	2,051	4,100	4,100	4,100	4,100	**18,451**
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	**21,051**	**42,100**	**42,100**	**42,100**	**42,100**	**189,451**

Operating Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Utilities						**0**
Telephone						**0**
Custodial						**0**
Cleaning						**0**
Maintenance Repairs						**0**
Refuse						**0**
Fire/Security Alarm						**0**
Internet						**0**
Vehicle Expense						**0**
Other						**0**
						0
						0
						0
EXPENDITURES						
Operating TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Project: New Pocomoke Library

Capital Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Furnishings						**0**
Equipment						**0**
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Projected Revenue Impact	FY 26	FY 27	FY 28	FY 29	FY 30	Revenue Total
						0
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	21,051	42,100	42,100	42,100	42,100	189,451

Project: New Pocomoke Library

Complete the following questions.

Operating Impacts

Employee positions.
Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

With a larger building, we anticipate the need of two additional part-time employees.

Utility costs.
Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

New equipment should help the library maintain current utility cost, despite a larger facility.

Maintenance costs.
Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Maintenance costs could increase depending on building systems selected and if outside vendors will need to support. Custodial costs will increase with a larger building.

Insurance costs.
Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

A larger building may increase property insurance.

Telecommunications.
Consider the potential need of telephones, copiers, and computers and hardware. List them below.

New telephone and updated security system will be needed; no additional computers will be needed, though current machines will be replaced.

Furniture, equipment or capital outlay.
Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

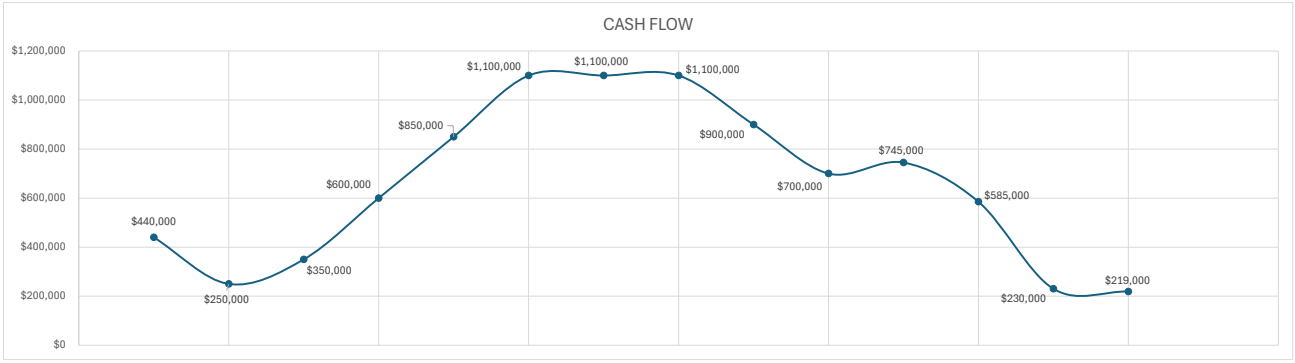
New shelving and furniture will be needed, approximately $550,000. The Library Foundation will also help fundraise for furnishings and materials.

WORCESTER COUNTY LIBRARY - POCOMOKE BRANCH
BUDGET/CASH FLOW ANALYSIS

COST OF WORK	$ 7,291,526
BONDS	$ 58,332
INSURANCE	$ 21,875
DESIGN ELABORATION CONTINGENCY	$ 175,754
MATERIAL ESCALATION CONTINGENCY	$ 145,831
CONSTRUCTION MANAGER CONTINGENCY	$ 145,831
OWNER CONTINGENCY	$ 145,831
ELECTRICAL SERVICE MODIFICATIONS	$ 11,120
PERMIT FEES	$ 25,000
COMMISSIONING	$ 15,000
SITE GEOTECH SUPPORT	$ 23,000
PRECONSTRUCTION FEE	$ 39,900
DESIGN FEES	$ 520,000
FIXTURES, FURNITURE, AND EQUIPMENT	$ 550,000
TOTAL PROJECT ESTIMATE	**$ 9,169,000**

CONSTRUCTION PERIOD

PRIOR	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Payment 6	Payment 7	Payment 8	Payment 9	Payment 10	Payment 11	Payment 12	Payment 13
PAYMENTS	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25
$440,000	**$250,000**	**$350,000**	**$600,000**	**$850,000**	**$1,100,000**	**$1,100,000**	**$1,100,000**	**$900,000**	**$700,000**	**$745,000**	**$585,000**	**$230,000**	**$219,000**
5%	3%	4%	7%	9%	12%	12%	12%	10%	8%	8%	6%	3%	2%
Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance
$ 8,729,000	**$ 8,479,000**	**$ 8,129,000**	**$ 7,529,000**	**$ 6,679,000**	**$ 5,579,000**	**$ 4,479,000**	**$ 3,379,000**	**$ 2,479,000**	**$ 1,779,000**	**$ 1,034,000**	**$ 449,000**	**$ 219,000**	**$ -**



CIP Project Name: Snow Hill Library Building Improvements

Project Director (Name & Title): Jennifer Ranck, library director
Phone Number: 410-632-2600

Project Summary and Purpose:
Replace HVAC system and make energy improvements to plumbing and lighting systems. Plans include some changes to building layout to maximize space and enhance accessibility.

Project Location: 307 N. Washington Street, Snow Hill, Maryland 21863

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Funding is available through the Public Library Capital Grant program administered by the Maryland State Library Agency. Total funding for the grant program is $7.5 million and is open to all 24 jurisdictions. The library's first priority has been securing funds for the Pocomoke project.

Is there a Federal or State mandate related to this project? If so, please elaborate:
No, not that the library is aware of.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No impact to personnel; operating and maintenance costs should decrease with efficient equipment.

What is the useful life of the asset/project? Equipment replacement should last 20-25 years.

Will this project generate revenue? The library generates some revenue through book replacement and copy services.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						250,000		**250,000**
Land Acquisition								**0**
Site Work								**0**
Construction	2,837,727							**2,837,727**
Equipment/Furnishings	276,000							**276,000**
Other - Please Specify								**0**
TOTAL	**3,113,727**	**0**	**0**	**0**	**0**	**250,000**	**0**	**3,363,727**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	2,837,727					250,000		**3,087,727**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify: Riley Fund for the Snow	276,000							**276,000**
TOTAL	**3,113,727**	**0**	**0**	**0**	**0**	**250,000**	**0**	**3,363,727**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Snow Hill Library Building Improvements

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Worcester County Library completed a Facilities Master Plan in 2013. Building improvements to the Snow Hill Branch Library were identified as the third priority after the Berlin Branch Library replacement project and building improvements to the Pocomoke Branch Library. The Snow Hill branch was built in 1974 and is in good shape architecturally but the building's mechanical systems are in need of replacement. Some of the lighting has been upgraded, but improvements are needed in the staff areas and meeting room. The building's plumbing, including domestic water heater and restroom fixtures, need to be upgraded as well. A new Facility Plan was completed in FY 23 and similar building deficiencies were noted.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The residents and visitors to Snow Hill and the surrounding areas will benefit from this project. The Snow Hill branch houses the library's Worcester Room which contains the local history collection and includes some unique and one-of-a-kind items. Replacing the HVAC will help maintain proper will help preserve those items. Improvements made to the lighting and plumbing will reduce the library's overall energy use.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

In May 2023, GIPE Engineering completed a Mechanical, Electrical, Plumbing, and Fire Protection Feasability Study. In 2024, the library began design work with DBF. Attached is the most recent cost estimate.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first submitted in FY 2019. Currently there is $2,545,000 allocated for the project. The Library needs help to determine how to phase the project. The timing of this project has been delayed due to the priority of the Pocomoke library project.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is necessary but not time critical; although the age of the building equipment is a concern. Building improvements should lower ongoing operating costs. Delays will of course increase the cost of the project. In addition, the library shelving is approaching 50 years old and

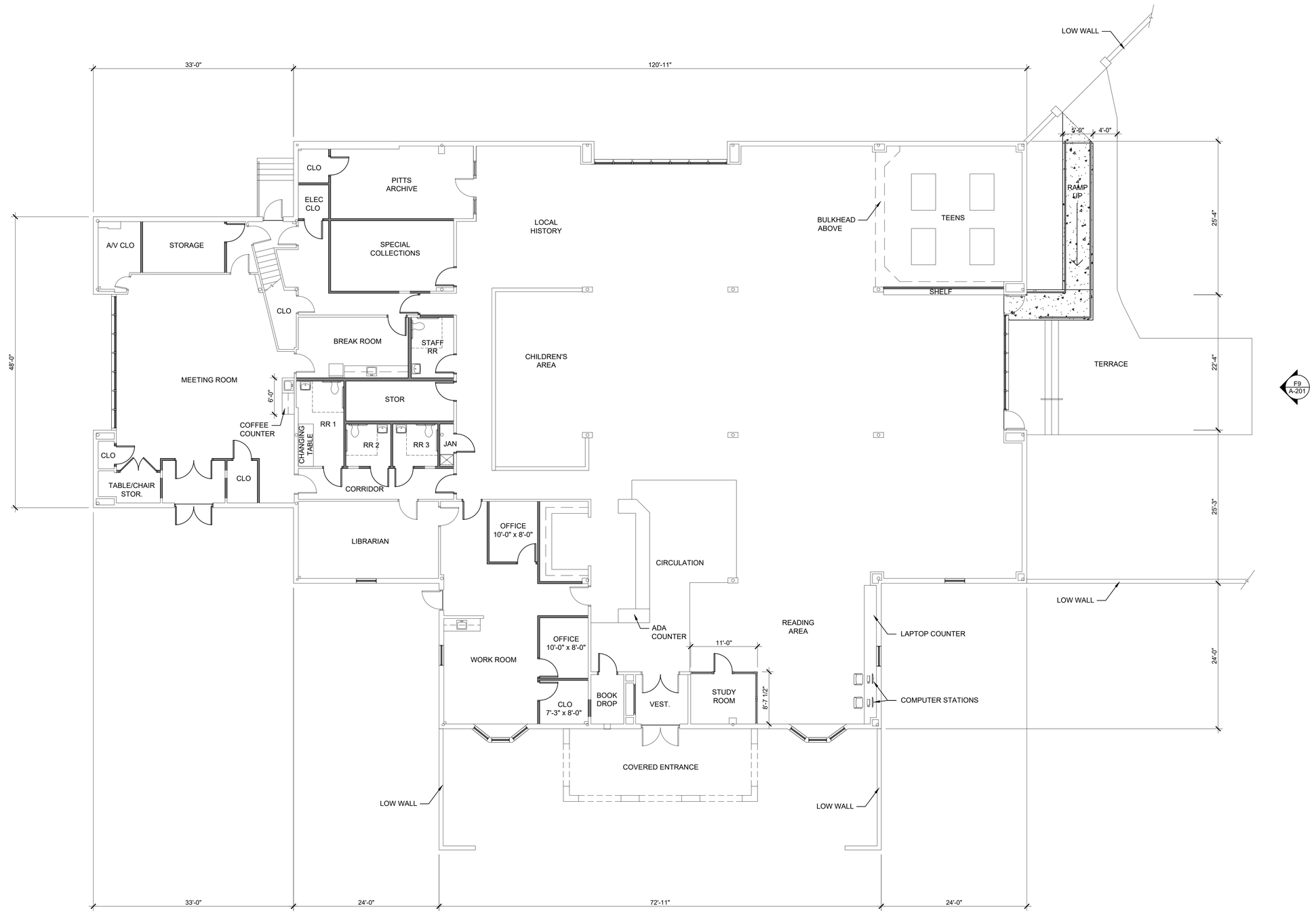
PROJECT CONSTRUCTION COST ESTIMATE (BREAKDOWN SHEET)	
PROJECT: Snow Hill Library Renovation	DATE: September 4, 2024
LOCATION: Snow Hill, Maryland	JOB NO.: 0085B054.A01
OWNER: Worcester County	DESIGN STATUS OF ESTIMATE: Preliminary

ARCHITECTURAL / STRUCTURAL

ITEM	QUANTITY NO. UNITS	QUANTITY UNIT MEAS.	MATERIAL PER UNIT	TOTAL COST
Demolition/Disposal	12,968	SF	$ 1.20	$ 15,561.60
Exterior Ramp / Railing	1	LS	$ 15,000.00	$ 15,000.00
Exterior Doors / Hardware	9	Units	$ 2,000.00	$ 18,000.00
Interior Walls	6,000	SF	$ 15.00	$ 90,000.00
New Ceiling (Lay-in)	9,000	SF	$ 6.50	$ 58,500.00
New Flooring - LVT	4,000	SF	$ 10.00	$ 40,000.00
New Flooring - Carpet Tiles	6,000	SF	$ 5.00	$ 30,000.00
New Circulation Desk / Casework	1	LS	$ 25,000.00	$ 25,000.00
New Interior Doors / Hardware	24	Units	$ 1,500.00	$ 36,000.00
New Glass Walls	250	SF	$ 35.00	$ 8,750.00
Restrooms / Break Room (Arch)	600	SF	$ 100.00	$ 60,000.00
Spray Foam at Concrete Deck	1	LS	$ 30,000.00	$ 30,000.00
Cutting / Patching / Painting	1	LS	$ 20,000.00	$ 20,000.00
Library Shelving	400	Units	$ 690.00	$ 276,000.00
HVAC (System #3)	1	LS	$ 1,063,000.00	$ 1,063,000.00
Structural for HVAC	1	LS	$ 12,500.00	$ 12,500.00
Attic Ventilation	1	LS	$ 13,000.00	$ 13,000.00
Plumbing Systems	1	LS	$ 275,000.00	$ 275,000.00
Electrical Work	1	LS	$ 365,600.00	$ 365,600.00
Fire Protection (Sprinkler)	1	LS	$ 160,000.00	$ 160,000.00
Commissioning	1	LS	$ 16,000.00	$ 16,000.00

SUBTOTAL	**$ 2,627,911.60**
GENERAL CONDITIONS (5%)	**$ 131,395.58**
INSURANCE / BOND (3%)	**$ 78,837.35**
CONTRACTOR OH&P (10%)	**$ 262,791.16**
CONTINGENCY (10%)	**$ 262,791.16**
TOTAL COST	**$ 3,363,726.85**

NOTES:



PROPOSED FLOOR PLAN

1/8" = 1'-0"

NORTH

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional in the laws of the State of
License No. Expiration Date:

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
EASTON, MARYLAND 410.770.4744
MILFORD, DELAWARE 302.424.1444
SALISBURY, MARYLAND 410.543.9091

SNOW HILL LIBRARY RENOVATIONS

307 N WASHINGTON ST
SNOW HILL, MD 21863

COMMENTS

DATE

Date: 08/01/2024
Scale: AS NOTED
Dwn.By: WLN
Proj.No.: 0085B054.A01

PROPOSED FLOOR PLAN

Dwg.No.: **A-101**

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CIP Project Name: Government Center Roof Replacement

Project Director (Name & Title): Michael Hutchinson, Public Works Maintenance Superintendent
Phone Number: 410-632-3766

Project Summary and Purpose:
Complete roof replacement of all metal and EPDM sections due to potentially severe failures of the roof system. The roof structure was value engineered during construction of the building and not re-engineered to factor the eliminated materials. The as-built condition of the roof system significantly deviates from the design intent. Additional structural support, adequate insulation, and proper construction is needed to ensure continued operation of this facility.

Project Location:
Government Center, 1 West Market Street, Snow Hill

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No
Is there a Federal or State mandate related to this project? If so, please elaborate:
No
Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
If the roof is compromised significant funding would be required to temporarily protect the interior spaces of the building. Depending on the damage incurred, additional funding would be required for relocation of county departments and services.
What is the useful life of the asset/project?
40 years +/-
Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						50,000		**50,000**
Land Acquisition								**0**
Site Work								**0**
Construction	2,771,152							**2,771,152**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,771,152**	**0**	**0**	**0**	**0**	**50,000**	**0**	**2,821,152**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	2,771,152					50,000		**2,821,152**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**2,771,152**	**0**	**0**	**0**	**0**	**50,000**	**0**	**2,821,152**
PROJECTED OPERATING IMPACTS	0	0	0	0	0	0	0	0

CIP Project Name: Government Center Roof Replacement

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Complete roof replacement of all metal and EPDM sections due tp potentially severe failures of the roof system. The roof structure was value engineered during construction of the building and not re-engineered to factor the eliminated materials. The as-built condition of the roof system significantly deviates from the design intent. Additional structural support, adequate insulation, and proper construction is needed to ensure continued operation of this facility. An engineers evaluation was obtained along with review of as-built conditions, blue prints and original design documents.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

A significant roof failure will impact the operations of the building and county operations as a whole. The building may not be able to be occupied which will severely affect continuity of county operations.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Pricing was obtained using a cooperative contract and Garland/DBS Inc. As part of the contract pricing they obtained 4 bids. Unsure of when this request may be approved, we used the highest pricing.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Recent discoveries upon investigation have ruled this project a priority. The evaluating engineer and roofing contractors commented they are surprised the roof has not blown off yet.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Recent discoveries upon investigation have ruled this project a priority. The evaluating engineer and roofing contractors commented they are surprised the roof has not blown off yet. The value engineering of the roof system during construction eliminated the plywood underlayment under the metal roof sections. The roof panels were not upgraded as required to a structural roof panel when the plywood was eliminated.

CIP Project Name: Courthouse - Courtroom 4/Family Services Expansion

Project Director: Judge Brian D. Shockley
Phone Number: (410) 632-0600

Project Summary and Purpose:
More than 1,100 hearings for divorce, child custody and truancy were held in Courtroom 4 during FY24. Attending the hearings are representatives from partner agencies including schools, probation and child protective services, along with the Magistrate, Clerk, Trust Clerk, one Bailiff, one Sheriff's Deputy, the plaintiff, defendant and counsel, child's counsel, and members of the public. According to the Worcester County Fire Marshals' Office, the capacity of this Courtroom is a maximum of 17 people seated in the gallery, 4 at the defense and plaintiff tables, and 4 on the bench. The Courtroom is an inadequate size at approximately 1,500 square feet, compared to 3,000 square feet or more in each of the other three courtrooms.

The National Center for State Courts Best Practices for Court Building Security recommends keeping presentation tables a safe distance away from the bench and establishing separate courtroom entrances for judges and court staff. To access the bench in Courtroom 4, the Magistrate must walk through the Family Services conference room, causing disruption to ongoing scheduled conferences and jeopardizing her safety. Once seated at the bench, the Magistrate hearing and ruling on the cases is located only six feet from the defendant and plaintiff tables. The security risk presented by the current configuration is heightened by the fact that the types of cases heard in Courtroom 4 are often emotional and volatile and are recognized as the most dangerous cases heard by the Court.

The renovation is requested to expand the size of Courtroom 4 to provide distance between parties to the case, and also to centralize the offices and the intake/reception area of Family Services to improve public access. Currently, the office of the Forensic Child Custody evaluator is located on the Courthouse second floor, away from the rest of Family Services Staff on the first floor. The current public intake area is insufficiently sized to accommodate the more than 1,700 in-person requests for assistance annually. Like many older Courthouses in Maryland, room for expansion by the Court and Clerk's office would not be possible without removal of some existing offices including the Register of Wills and some divisions of the Clerk of Court. Approximately 2,000 additional square feet of office space will need to be allocated for some divisions of the Clerk of Court and the Register of Wills, but consolidation of some current storage space could reduce that number.

The renovation requested will expand Courtroom 4 and Family Services offices. $100,000 was awarded from the FY2023 Fund Balance by the Commissioners for an evaluation of the project. $225,000 is included in the estimate below to relocate approximately 2,0000 square feet for the Clerk of Court and Register of Wills offices during and after construction.

Project Location: Circuit Courthouse, Courtroom 4 and Family Services Offices.

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
In the past, funding from the State of Maryland Administrative Office of the Courts has not been available for capital improvements, but there is increased scrutiny on Courthouse safety, so funding could become available. As always, the Court will continue to pursue any State or Federal funding available.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No additional costs are anticipated.

What is the useful life of the asset/project?
30 years +/-.

Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	83,000					117,000		**200,000**
Land Acquisition								**0**
Site Work								**0**
Construction	225,000	833,000						**1,058,000**
Equipment/Furnishings			83,000					**83,000**
Other - Please Specify								**0**
TOTAL	**308,000**	**833,000**	**83,000**	**0**	**0**	**117,000**	**0**	**1,341,000**

CIP Project Name: Courthouse - Courtroom 4/Family Services Expansion

SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	308,000	833,000	83,000			117,000		**1,341,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**308,000**	**833,000**	**83,000**	**0**	**0**	**117,000**	**0**	**1,341,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Courthouse - Courtroom 4/Family Services Expansion

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

$100,000 was awarded from the FY2023 Fund Balance by the Commissioners for an evaluation of the project Square footage needs were determined by the architect, working with County and Court personnel. The project has been developed in partnership with the Sheriff's Department to improve Courthouse safety.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The project is necessary for the safety of the public and staff and benefits all who work in or visit the Courthouse.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Renderings and plans (attached) were developed by David Bowen & Friedel, Inc. using funds approved by the Commissioners. Cost estimates of $150 per square foot were also provided by David Bowen & Friedel, Inc.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Delays in funding could impact public safety and the safety of staff.

CIP Project Name: Courthouse - Washington Street Entrance

Project Director: Administrative Judge Brian D. Shockley
Phone Number: (410) 632-0600

Project Summary and Purpose:
To enhance public safety, the entrance of the Courthouse at Washington Street will be expanded to allow Sheriff's Deputies to better control the flow of traffic into the Courthouse while screening individuals through the magnetometer and x-ray machine. According to a 2023 security review conducted by the Maryland Administrative Office of the Courts (AOC) Office of Security Administration, the portico outside the entrance should be enclosed giving the Deputies a larger space to screen individuals quickly and efficiently. During jury trials, more than 80 jurors can be summoned to the Courthouse, entering at the same time as attorneys, witnesses, staff, and members of the public. The entrance is also used by members of the public to access the services of the Clerk of Court. Currently, individuals walk into the building and pass an interior door leading to the basement Jury assembly room before entering the deputy screening area with magnetometer and x-ray machine. After security screening, individuals must then proceed either to the elevator on the side of the screening area or go back to the interior basement door via a narrow space between the hallway wall and the outside of the magnetometer and x-ray machine. The renovation requested will create an additional 672 square feet of enclosed space to move the screening area forward in front of the basement door and the elevator, will bring the Courthouse entrance parallel to the County Government Center entrance and relocate the wheelchair ramp to connect it to the sidewalk leading to accessible parking. $50,000 was awarded from the FY2023 Fund Balance by the Commissioners for an evaluation of the project (see attached architect renderings). In short, the existing configuration is inefficient and constitutes a serious security risk in that it creates a backlog of unscreened people (potential bad-actors and targets) and prevents their safe, orderly and efficient screening and entry.

Project Location: Main entrance to the Courthouse at Washington Street.

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
In the past, funding has not been available for capital improvements, but with recent violent events against judges, funding could become available through the AOC. As always, the Court will continue to pursue any State or Federal funding available.

Is there a Federal or State mandate related to this project? If so, please elaborate:
No.
Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No additional costs are anticipated, other than cleaning and maintaining the additional square footage requested.
What is the useful life of the asset/project?
30 years or more.
Will this project generate revenue?
No.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	50,000					50,000		**100,000**
Land Acquisition								**0**
Site Work								**0**
Construction		460,000						**460,000**
Equipment/Furnishings			46,000					**46,000**
Other - Please Specify								**0**
TOTAL	**50,000**	**460,000**	**46,000**	**0**	**0**	**50,000**	**0**	**606,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	50,000	460,000	46,000			50,000		**606,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**50,000**	**460,000**	**46,000**	**0**	**0**	**50,000**	**0**	**606,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Courthouse - Washington Street Entrance

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

$50,000 was awarded in FY2023 Fund Balance monies by the Commissioners for an evaluation of expanding the Courthouse entrance. Square footage needs were determined by the architect, working with County and Court personnel. The project has been developed in partnership with the Sheriff's Department to enhance safety of the Courthouse.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The project is necessary for the safety of the public and staff and benefits all who work in or visit the Courthouse.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Renderings and plans (attached) were developed by David Bowen & Friedel, Inc. using funds approved by the Commissioners. Cost estimates of $500 per square foot were also provided by David Bowen & Friedel, Inc.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project has been recommended as part of a security assessment conducted in 2023 by the Maryland Administrative Office of the Courts (AOC) Office of Security Administration. Recommendations to provide sufficient space in and entrances and queueing areas to avoid congestion are also included in the National Center for State Courts Best Practices for Court Building Security report. Delays in funding could impact public safety.

:STER COUNTY COURTHOUSE RENOVATIONS - OPTION 1
, Maryland

dbf ARCHITECTS • E

ESTER COUNTY COURTHOUSE RENOVATIONS - OPTION 2
, Maryland

dbp ARCHITECTS

ESTER COUNTY COURTHOUSE RENOVATIONS - OPTION 3
, Maryland

dbr ARCHITECTS

CIP Project Name: Health Department and 50plus Center Pocomoke Service Building Replacement

Project Director (Name & Title): Michael Hutchinson, Maintenance Superintendent
Phone Number: 410 632 3766

Project Summary and Purpose:
There was a Facility Condition Assessment of the Pocomoke Service Facility completed in June 2024 by Davis Bowen & Friedel, Inc, which has been provided to you and documents the state of the building. The proposed project involves the complete replacement of the existing building in the same location that is in a deteriorated state and fails to meet current building codes and safety standards. The building's age (constructed in 1949/1950), non-compliance with modern safety, accessibility, and energy efficiency codes necessitate a comprehensive approach to address these issues. The primary purpose of this capital improvement plan is to ensure the safety, usability, and longevity of the facility by replacing the outdated structure with a new, code-compliant building. The new building will meet all current regulations, including fire safety, accessibility (ADA), structural integrity, and energy efficiency standards. Additionally, the project aims to: 1. **Enhance Safety:** Address critical safety concerns related to the building's deteriorated condition, ensuring the well-being of all occupants. 2. **Improve Functionality:** Provide a modern facility that meets the operational needs of its users, supporting current and future activities effectively. 3. **Ensure Compliance:** Bring the facility up to code, eliminating legal liabilities and ensuring adherence to local, state, and federal regulations. 4. **Optimize Energy Efficiency:** Incorporate energy-efficient systems and materials to reduce operating costs and environmental impact. 5. **Support Community and Economic Growth:** The new building will serve as a vital asset to the community, potentially attracting investment, improving public services, and contributing to local economic development. This capital improvement plan is a critical investment in the future of the facility and the Pocomoke community it serves, ensuring it remains a safe, functional, and valuable asset for years to come.

Project Location: 400 Walnut Street Pocomoke, MD 21851

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: None at this time. For the 50plus Center section costs, State and foundation grants and donor contributions would be solicited.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

What is the useful life of the asset/project?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						**100,000**
Land Acquisition								**0**
Site Work								**0**
Construction			8,300,000					**8,300,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**100,000**	**8,300,000**	**0**	**0**	**0**	**0**	**8,400,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds		100,000	8,300,000					**8,400,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**100,000**	**8,300,000**	**0**	**0**	**0**	**0**	**8,400,000**
PROJECTED OPERATING IMPACTS	66,438	0	0	0	0			66,438

CIP Project Name: Health Department and 50plus Center Pocomoke Service Building Replacement

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?
The project scope is to completely replace the Pocomoke Service Building that is in a deteriorated state and fails to meet current building codes and safety standards. The scope was determined by using an assessment by DBF, Davis Bowen & Friedel, Inc.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?
A new building means upgraded facilities which can enhance the delivery of public health services. It will provide enhanced safety and accessibility, meeting current safety standards, including fire safety, and accessibility for people with disabilities.
For the County: Long-term Cost Savings, Increased Efficiency, Increased Property Values, Community Pride, Attraction of Businesses, and Compliance with Regulations.
Negative Impacts to not funding or delaying this project? Staff are working in a building and clients are being served in a building that continues to not be at current code standards. The costs will continue to rise to upkeep the deteriorating building. The costs to rebuild at a later date will also keep rising.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
The estimate was developed from an assessment by Davis Bowen & Friedel, Inc, which is an engineers estimate. It is a square foot estimate of $600.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
We are requesting this new project because of the continued deterioration of the Pocomoke Service Building used by the Health Department and the Pocomoke City 50plus Center.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?
The project is necessary and of great important due to the continued deterioration and safety concerns addressed in the Facility Condition Assessment by DBF, Davis Bowen & Friedel, Inc.

CIP Operating Impact Projections

Project: Pocomoke Service Building
Department & Signature of Department Head:

Personnel Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						
						0
						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Operating Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Utilities	28,602					**28,602**
Telephone	5,646					**5,646**
Custodial	250					**250**
Cleaning	18,518					**18,518**
Maintenance Repairs	7,800					**7,800**
Refuse	20					**20**
Fire/Security Alarm	725					**725**
Internet	4,277					**4,277**
Vehicle Expense	0					**0**
Other	600					**600**
						0
						0
						0
EXPENDITURES						
Operating TOTAL	**66,438**	**0**	**0**	**0**	**0**	**66,438**

Project: Pocomoke Service Building

Capital Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Furnishings						**0**
Equipment						**0**
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Projected Revenue Impact	FY 26	FY 27	FY 28	FY 29	FY 30	Revenue Total
						0
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	66,438	0	0	0	0	66,438

Project: Pocomoke Service Building

Complete the following questions.

Operating Impacts

Employee positions.
Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

There is an opportunity for increasing services to constituents in or around the Pocomoke area, the exact volume is yet to be determined, based on the footprint of the building. There is also an opportunity to expand service delivery with our partners, but this remains to be determined. This information will assist in determining the increase in staff. There would be no change in the staff of the WorCOA 50plus Center.

Utility costs.
Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

The project would decrease the utility costs by updating and utilizing energy efficient units.

Maintenance costs.
Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

The project would decrease the maintenance costs because the systems and units would be new and would not be past their usable life.

Insurance costs.
Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

Telecommunications.
Consider the potential need of telephones, copiers, and computers and hardware. List them below.
The cost of telephones, copiers, computers and hardware should remain the same and not increase.

Furniture, equipment or capital outlay.
Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

There will be a need for one time purchase of furniture.

WorCOA
Resources For Aging In Place

The Worcester Commission on Aging provides programs and services that support the quality of life, independence and health goals desired and needed by Worcester County's senior residents.

Worcester County Department of Public Works
Michael Hutchinson
6113 Timmons Road
Snow Hill, MD. 21863

September 5, 2024

Mike,

For our 50plus (Senior Center) Program in Pocomoke City, the Worcester Commission on Aging shares with the Health Department the concerns of continued use of the facility at 400 Walnut St. as expressed in the CIP submission. In consideration of their safety and health, we believe it is in the best interest of the County to replace the existing facility. This would not only reduce continually increasing costs of upkeep, repair and utilities, but also provide a much safer and attractive environment for the socialization and activities made available to the aging population of the Pocomoke area. This would inevitably lead to an increased participation in our program which would have a proven positive impact on the physical and mental wellbeing of the involved seniors. Thank you!

With regards,

John Dorrough, Executive Director

Worcester Commission on Aging
Community for Life in Worcester County • River Oaks Day Center • Senior Care • Senior Ride • Meals On Wheels
Berlin 50plus Center • Ocean City 50plus Center • Pocomoke City 50plus Center • Snow Hill 50plus Center
4767 Snow Hill Road • PO Box 159 • Snow Hill, Maryland 21863
410.632.1277 • FAX 855.230.5496 • info@worcoa.org • www.worcoa.org

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS • ENGINEERS • SURVEYORS

FACILITY CONDITION ASSESSMENT
OF
POCOMOKE SERVICE FACILITY
400B WALNUT STREET
POCOMOKE CITY, MARYLAND

Prepared for:

Worcester County Government
Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

Prepared by:

Gipe Associates, Inc.
8719 Brooks Drive
Easton, Maryland 21601

Davis, Bowen & Friedel, Inc.
601 E. Main Street
Salisbury, Maryland 21804

JUNE 2024
DBF #0085B053.A01
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June 21, 2024

Worcester County Government
Department of Public Works
6113 Timmons Road
Snow Hill, MD 21863

Attn: Mr. Michael Hutchinson
Maintenance Superintendent

RE: Facility Assessment for the Pocomoke Service Facility
Pocomoke City, Maryland
DBF #0085B053.A01

Dear Mr. Hutchinson:

We are pleased to submit to you the Facility Condition Assessment Report for the Pocomoke Service Facility located on Walnut Street in Pocomoke City, Maryland. This assessment includes our evaluation of the existing site and facility, offers recommendations for remedial work and code compliance, and provides estimated costs and suggested priorities to complete the work.

Please do not hesitate to contact me with any questions you may have regarding this evaluation.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Michael Wheedleton, AIA
Principal - Senior Architect

FACILITY CONDITION ASSESSMENT
OF
POCOMOKE SERVICE FACILITY
400B WALNUT STREET
POCOMOKE CITY, MARYLAND

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PART 1

EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

1.1 Overview

The approximately 14,000 sq. ft. facility was constructed in 1949/50 and renovated in 2006. It is a one-story facility with 27 parking spaces on the property. The one-story facility houses space for the Commission on Aging and the Worcester County Health Department.

Structurally the facility is comprised of a masonry foundation with a crawl space. The first floor structure is concrete in metal decking supported by steel bar joists. The walls, attic, and roof structure are wood-framed with a flat or low slope roof finished with a single-ply EPDM finish.

Exterior walls are finished with an Exterior Insulation Finish System (EIFS) and the windows are original steel windows with a fixed unit at the top and operable awning windows at the bottom.

Exit doors exist on all sides of the facility with the accessible entry on the west side adjacent to the parking lot.

Interior finishes consist of vinyl tile and carpet for flooring. The walls are primarily painted gypsum wallboard and the ceilings are painted drywall or acoustical lay-in panels in an aluminum grid system.

The facility is insulated with batt insulation at the exterior walls and in the attic. The membrane roof is applied over a rigid board insulation.

For buildings of this age, Mechanical/Electrical/Plumbing (MEP) systems play the largest part in the useful life of the facility.

The existing HVAC systems serving the facility include the following:
- Central hot water heating system.
- No. 2 fuel oil system.
- Split system multi-zone air handling unit.
- Split system air handling unit.
- Ductless split system.
- Exhaust fans and gravity ventilation.

The central hot water heating system contains the following hydronic specialties:
- Heating water tank expansion.
- Chemical feed tank.
- Make-up water valve train.
- Air scoop.

The existing plumbing systems are straight forward and are typical for an mixed-use office building.

The domestic water meter is located outside the building in the street.

Electrical energy is provided to the Pocomoke Service Facility Building at 208Y/120-volts AC, three-phase, four-wire from an oil-filled, 75 kVA transformer located adjacent to the building. There is a current transformer (C/T) type electricity meter located on the wall of the building behind the transformer. Both the transformer and electricity meter are owned by Delmarva Power.

1.2 Purpose and Scope

The purpose of this Facility Condition Assessment is to identify deficiencies, items of deferred maintenance as well as building and energy code issues in order to determine deficiencies and the cost to remediate them. This report contains detailed information on the condition the building's operating systems, energy efficiency, architectural, structural, and civil engineering features which could detract from the facility's potential to operate efficiently and properly under current codes as required by the County.

1.3 Limitations and Exclusions

This report has been prepared for the sole benefit of Worcester County Department of Public Works. It represents an assessment of the physical condition of the building and property based upon limited observation and readily accessible and visible components and professional experience and judgement. Items concealed or not readily accessible may not be included in this report.

Davis, Bowen & Friedel, Inc. provides no warranty or guarantee of life expectancy or performance on any part of the facility or property.

Lead, asbestos and other environmental assessments are not included in the scope of this report. Below is a list of additional items excluded:

- Flood zone analysis.
- Infrared imaging of the site or building.
- Drawings depicting proposed improvements.

1.4 Findings Summary

Based on our observations noted in the report to follow and the costs noted in Part 4, we recommend that a new facility be constructed to replace the existing. More information regarding this recommendation is noted in Part 2 and outlined in Part 5.

CIP Project Name: Public Safety Logistical Storage Facility

Project Director (Name & Title): Matthew Owens, Fire Marshal/Director of Emergency Services
Phone Number: 410-632-5666

Project Summary and Purpose:
The proposed building will house vehicles and storage for the Department of Emergency Services, the Sheriff's Office and the Fire Marshal's Office. The proposed building will hold the current 22 vehicles and the many trailers used by all three departments. Plus the building will house the storage for the Logistical Staging Area (LSA) inventory and supplies for all emergency preparation, to include pandemics, weather related emergencies, hazardous materials responses (CBRNE) and a secure impound facility.
Currently there is a need due to no covered storage for vehicles and trailers containing expensive and sensitive equipment with the need to respond to emergencies quickly. Although the county currently leases space for the LSA, the accessibility and security of the lease space is not desirable.

Project Location:
The proposed location is on the property of the existing Fire Training Center which is owned by the county (12 acres of cleared land/adjacent to a proposed Public Safety Building).

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No grants.

Is there a Federal or State mandate related to this project? If so, please elaborate: N/A

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The impacts, from a financial standpoint would be high. Partial funding for the project may qualify under grants provided from multiple sources, however that funding cannot be guaranteed. From a personnel standpoint, no immediate additional personnel is projected for this project. Obviously there would be an increase in maintenance cost due to the larger size building.

What is the useful life of the asset/project? 30 + years

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								**0**
Land Acquisition								**0**
Site Work						165,000		**165,000**
Construction	250,000					2,750,000		**3,000,000**
Equipment/Furnishings	60,000							**60,000**
Other - Please Specify	250,000							**250,000**
TOTAL	**560,000**	**0**	**0**	**0**	**0**	**2,915,000**	**0**	**3,475,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	325,000							**325,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds	235,000					2,915,000		**3,150,000**
Other - Please Specify								**0**
TOTAL	**560,000**	**0**	**0**	**0**	**0**	**2,915,000**	**0**	**3,475,000**
PROJECTED OPERATING IMPACTS	23,300	0	0	0	0	0	0	23,300

CIP Project Name: Public Safety Logistical Storage Facility

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The project was discussed between the 3 public safety departments to include Emergency Services, Sheriff's Office and the Fire Marshal's Office. A larger "warehouse" style building is needed for several purposes. To include current emergency response vehicles to be stored inside out of the weather. These vehicles are critical response vehicles for a multitude array of purposes to support emergency management, law enforcement and hazardous materials and CBRNE type incidents.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The project benefits the entire county. In addition to critical needs for county operated public safety departments, it also supplements the county's volunteer fire and EMS services and the incorporated towns. Not completing this project will further enhance the deterioration of current, as well as future, vehicles and apparatus that is damaged by exposure to weather elements currently being stored outside.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate was difficult to determine due to the current environment of supplies and materials. The county is currently entered into a contract with Davis Bowen and Friedel to provide architectural and engineering services. At this time the building product cost vary day to day and have steadily increased over the past several years. There was no scope performed, the demand for this is driven by the pandemic, the need for the LSA and the protection of current assets exceending $1,000,000 in value. A square foot estimate is being prepared by DBF. A concern of material cost exist due to the current building industry.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

There is no CIP timing. This project was driven by the pandemic, the need for a LSA and to reduce damage to current emergency equipment and vehicles stored outside. In the past several years the county has added to the vehicles and equipment which is stored outside in harsh weather conditions.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

We consider this project critical to Public Safety in Worcester County. Protecting current assets in crucial. Planning to mitigate any of the emergencies this project could aide is a must for emergency management planning and preparation. Not funding or planning for this project will further hamper the growth and technology changes which occur between regional and national emergencies.

CIP Operating Impact Projections

Project: LSA Storage Building at Fire Training Center

Department & Signature of Department Head: Matthew Owens, Fire Marshal/Director of Emergency Services

Personnel Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						
						0
						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Operating Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Utilities	10,000					**10,000**
Telephone	500					**500**
Custodial	2,500					**2,500**
Cleaning	300					**300**
Maintenance Repairs	6,000					**6,000**
Refuse	1,000					**1,000**
Fire/Security Alarm	2,000					**2,000**
Internet	1,000					**1,000**
Vehicle Expense						**0**
Other						**0**
						0
						0
						0
EXPENDITURES						
Operating TOTAL	**23,300**	**0**	**0**	**0**	**0**	**23,300**

Project: LSA Storage Building at Fire Training Center

Capital Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Furnishings						**0**
Equipment						**0**
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Projected Revenue Impact	FY 26	FY 27	FY 28	FY 29	FY 30	Revenue Total
						0
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	23,300	0	0	0	0	23,300

Project: LSA Storage Building at Fire Training Center

Complete the following questions.

Operating Impacts

Employee positions.
Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.
No new personnel is expected at this time.

Utility costs.
Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.
Utility costs will be increased because this is a new building.

Maintenance costs.
Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.
Maintenance cost will increase because this is a new building.

Insurance costs.
Does the project increase insurance costs? You should consider liability, property and vehicle insurance.
Insurance cost will increase because this is a new building in the county's inventory.

Telecommunications.
Consider the potential need of telephones, copiers, and computers and hardware. List them below.
Insurance cost will increase because this is a new building in the county's inventory.

Furniture, equipment or capital outlay.
Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?
There will be a one-time furniture and equipment cost.

CIP Project Name: Outdoor Warning Siren Replacement

Project Director (Name & Title): James E Hamilton, JR - Deputy Director DES
Phone Number: 410-632-3080

Project Summary and Purpose: This project seek to continue the replacement of the Worcester County outdoor warning system.

Project Location: Countywide

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Not at this time however the department continues to explore grant options.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? This project directly impacts operating and personnel costs.

What is the useful life of the asset/project? 20 years

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								**0**
Land Acquisition								**0**
Site Work								**0**
Construction						725,000		**725,000**
Equipment/Furnishings	150,000					525,000		**675,000**
Other - Please Specify								**0**
TOTAL	**150,000**	**0**	**0**	**0**	**0**	**1,250,000**	**0**	**1,400,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	150,000					1,250,000		**1,400,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**150,000**	**0**	**0**	**0**	**0**	**1,250,000**	**0**	**1,400,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0	0		0

CIP Project Name: Outdoor Warning Siren Replacement

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?
Scope is a best estimate based on experience in more recent siren replacements along with long lead times and rising costs.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?
Project will ultimately provide for coverage of the majority of most populated areas of the county.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Cost estimate developed based on experience from previous project coupled with anticipation of continued rising costs.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

No Change

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?
Project urgency is based on the continuing aging system in place within major portions of the county. Absent project proceeding as contained herein, staff will continue to provide maintenance and singular replacements of sirens as they fail.

CIP Project Name: State's Attorney Building Addition

Project Director (Name & Title): William Bradshaw, P.E. County Engineer
Phone Number: 410-632-1200

Project Summary and Purpose:
Provide office space for the State's Attorney Offices (SAO). The current building will not accommodate authorized and projected staffing levels. This estimate is for a 6,000 SF building addition adjacent to the existing SAO building with elevator. No formal design has been completed for this conceptual estimate. This estimate includes preliminary schematic design professional services.

Project Location: Snow Hill MD (Walking proximity to both Circuit and District Courthouses)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: None identified

Is there a Federal or State mandate related to this project? If so, please elaborate:
State mandate for law enforcement to use body/video cameras increases personnel/attorney resources required to process.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
Yes operating costs including utilities and maintenance.

What is the useful life of the asset/project? 40 years

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	50,000	200,000	50,000	50,000				**350,000**
Land Acquisition	0							**0**
Site Work		600,000	703,852					**1,303,852**
Construction		1,705,813	1,194,069	511,744				**3,411,626**
Equipment/Furnishings			50,000	100,000				**150,000**
Other - Cont, Permitting, Moving, Escalation (+4% FY2	47,540	275,240	425,400	152,620				**900,800**
TOTAL	**97,540**	**2,781,053**	**2,423,321**	**814,364**	**0**	**0**	**0**	**6,116,278**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	97,540	2,781,053	2,423,321	814,364				**6,116,278**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**97,540**	**2,781,053**	**2,423,321**	**814,364**	**0**	**0**	**0**	**6,116,278**
PROJECTED OPERATING IMPACTS	0	12,950	13,025	13,025	13,450			52,450

CIP Project Name: State's Attorney Building Addition

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and build an addition adjacent to the existing SAO office building. The building will need to be elevated to maintain ground level stormwater system function for the existing facility and to accommodate new roof/collection requirements for the addition. New parking lot expansion will be needed on Washington street. There is a vacant lot the County owns for the purpose of additional parking. For CIP FY26 update escalation of 4% was added.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The County will benefit by locating State's Attorney personnel in a central location adjacent to existing court facilities and supervisory staff.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

This estimate is based on order of magnitude building area metrics and fee base percentages of construction cost (eg., architect fees, construction management fees, etc.).

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project is requested by direction of the County Commissioners on 9/6/22 as a result of new SAO employee needs. No design has been intiated for this project per FY 26 update.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

CIP Operating Impact Projections

Project: State's Attorney Building Addition

Department & Signature of Department Head: States Attorney - Kris Heiser

Personnel Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Job Title & Salary/Beneift Costs (List Separately)						
						0
						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Operating Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Utilities		8,500	8,575	8,575	9,000	**34,650**
Telephone						**0**
Custodial		1,200	1,200	1,200	1,200	**4,800**
Cleaning						**0**
Maintenance Repairs		1,500	1,500	1,500	1,500	**6,000**
Refuse						**0**
Fire/Security Alarm		1,000	1,000	1,000	1,000	**4,000**
Internet						**0**
Vehicle Expense						**0**
Other		750	750	750	750	**3,000**
						0
						0
						0
EXPENDITURES						
Operating TOTAL	**0**	**12,950**	**13,025**	**13,025**	**13,450**	**52,450**

Project: State's Attorney Building Addition

Capital Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Furnishings						**0**
Equipment						**0**
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Projected Revenue Impact	FY 26	FY 27	FY 28	FY 29	FY 30	Revenue Total
						0
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	0	12,950	13,025	13,025	13,450	52,450

Project: State's Attorney Building Addition

Complete the following questions.

Operating Impacts

Employee positions.
Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%. This project was requested to accomodate additional SAO employees.

Utility costs.
Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.
Yes utility costs will increase due to the increase in building size. Primarily electricity costs will increase for heating/cooling additional space.

Maintenance costs.
Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

Yes, additional custodial services, alarm systems maintenance/monitoring and general maintenance costs will increase.

Insurance costs.
Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

Yes, est. $750 per year.

Telecommunications.
Consider the potential need of telephones, copiers, and computers and hardware. List them below.

Furniture, equipment or capital outlay.
Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time? There would be an increase in space and furniture.

CIP Project Name: Public Safety Facility

Project Director (Name & Title): Sheriff Matthew Crisafulli
Phone Number: 410-632-1111

Project Summary and Purpose: Worcester County Public Safety Facility, to include WCSO and WCES

Project Location: US Route 113, adjacent to the Worcester County Technical High School and Fire Training Center

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

WCSO is unaware of any current grants available for this project; however, we are constantly checking for the availability of grants to assist in supporting this project.

Is there a Federal or State mandate related to this project? If so, please elaborate:

WCSO is not aware of any Federal mandates related to this project.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

Utilities and maintenance of this property would increase due to being a new standalone property and not part of the government center.

What is the useful life of the asset/project? Indefinite

Will this project generate revenue? This project will not generate any additional revenue.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	105,000	1,563,775						**1,668,775**
Land Acquisition								**0**
Site Work		1,251,020						**1,251,020**
Construction		9,695,408	27,835,204					**37,530,612**
Equipment/Furnishings			312,755					**312,755**
Other - Please Specify								**0**
TOTAL	**105,000**	**12,510,203**	**28,147,959**	**0**	**0**	**0**	**0**	**40,763,162**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	105,000							**105,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds		12,510,203	28,147,957					**40,658,160**
Other - General Bond to be re-paid thru VLT								**0**
TOTAL	**105,000**	**12,510,203**	**28,147,957**	**0**	**0**	**0**	**0**	**40,763,160**
PROJECTED OPERATING IMPACTS	0	0	261,500	262,500	262,500			786,500

CIP Project Name: Public Safety Facility

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The costs for a new public safety facility are based on costs derived from public safety building projects currently taking place in nearby jurisdictions.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

- Currently the WCSO is located in the basement of the Government Center and not easily accessible to the public. - Individuals party to a criminal investigation are currently utilizing the public entrance to the Government Center, which can create safety issues for county personnel and the general public within the Government Center. - The WCSO is unable to completely isolate individuals in custody due to the current floor plan of the WCSO. - Due to the limited amount of space available, measures such as turning storage areas into offices have been completed/requested to create as much work space as possible. - Currently multi-agency initiative briefings/coordination typically have to take place at other locations within the county due to the limited space at the WCSO.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

There have been no space studies completed at this time; however, it is apparent that WCSO is in need of space. Estimates regarding the cost of a new public safety building are based on public safety building projects currently taking place in nearby jurisdictions.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

It is WCSO's understanding that a project of this nature would take approximately 5-7 years to complete. WCSO has been dealing with a space needs issue for approximately eight years. We are respectfully requesting to move forward with this project as soon as possible. WCSO is unaware of any other CIP projects within Worcester County that are taking place.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As previously stated, we consider this project critical to alleviate exposure to safety concerns within the Government Center and current WCSO location, as well as to allow proper working spaces for employees.

CIP Operating Impact Projections

Project: Public Safety Facility
Department & Signature of Department Head: Sheriff Matthew Crisafulli

Personnel Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Job Title & Salary/Benefit Costs (List Separately)						
						0
						0
						0
						0
						0
						0
						0
						0
EXPENDITURES						
New Positions Salary & Benefits TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Operating Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Utilities			26,000	26,000	26,000	**78,000**
Telephone			210,000	211,000	211,000	**632,000**
Custodial			5,000	5,000	5,000	**15,000**
Cleaning			10,000	10,000	10,000	**30,000**
Maintenance Repairs						**0**
Refuse			1,000	1,000	1,000	**3,000**
Fire/Security Alarm			7,500	7,500	7,500	**22,500**
Internet			2,000	2,000	2,000	**6,000**
Vehicle Expense						**0**
Other						**0**
						0
						0
						0
EXPENDITURES						
Operating TOTAL	**0**	**0**	**261,500**	**262,500**	**262,500**	**786,500**

Project: Public Safety Facility

Capital Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	Total Operating Cost
Furnishings						**0**
Equipment						**0**
						0
						0
						0
						0
						0
						0
EXPENDITURES						
Capital TOTAL	**0**	**0**	**0**	**0**	**0**	**0**

Projected Revenue Impact	FY 26	FY 27	FY 28	FY 29	FY 30	Revenue Total
						0
						0
						0
						0
						0
						0
						0
						0
REVENUES						
Project Revenue TOTAL	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	0	0	261,500	262,500	262,500	786,500

Project: Public Safety Facility

Complete the following questions.

Operating Impacts

Employee positions.
Does the project increase or reduce the number of employees needed? How many positions would be affected? Are the positions full-time, part-time, contractual, grant-funded, enterprise funded? What is the projected cost (savings) of the employees? Are there benefit costs for additional full-time or part-time employees? Benefit cost should be calculated by using the full time 46.54% or for part time 21.58%.

As you are aware, the State of Maryland has imposed a number of unfunded mandates for law enforcement in general that has caused additional positions to be funded, which is part of the work space issue that we are currently experiencing. WCSO is not currently aware of any additional needed positions directly related to an increase in square footage for work space. Any needs for additional personnel would be a request directly related to law enforcement operational needs within Worcester County, such as patrol deputies, etc. It is unknown at this time if there will be any additional unfunded mandates passed by the legislature.

Utility costs.
Does the project increase or reduce utility costs? Utilities may include electricity, oil, gas, telephone, water or sewer costs.

Due to being a new stand-alone facility, the cost for utilities would increase. However, based on the desired location, sewer and fiber would be easily accessible.

Maintenance costs.
Does the project increase or reduce internal maintenance costs or maintenance agreements with outside vendors? Some costs to consider are custodial services, ball field maintenance, road maintenance and general preventative maintenance.

There would be additional costs for custodial services and any maintenance performed by Worcester County and/or a vendor.

Insurance costs.
Does the project increase insurance costs? You should consider liability, property and vehicle insurance.

It is unknown what the insurance cost would be for this facility.

Telecommunications.
Consider the potential need of telephones, copiers, and computers and hardware. List them below.

The majority of our current telecommunications equipment would be moved with us; however, there maybe a request for additional equipment. What that equipment would be and cost of that equipment is unknown at this time.

Furniture, equipment or capital outlay.
Does the project increase or reduce the need for furniture and equipment or other capital outlay items? Is the increase or savings on-going or one-time?

As much as possible, the existing furniture at WCSO would be utilized in the new facility. However, there is a number of work spaces within WCSO with furniture that would need to be replaced.

CIP Project Name: Asphalt Overlay/Pavement Preservation of County Roads

Project Director (Name & Title): Dallas Baker, Jr., P.E., Public Works Director
Phone Number: 410-632-5623

Project Summary and Purpose:
Asphalt Overlay and pavement preservation of County Roads.

Project Location: Various roads throughout Worcester County

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
In FY10 the Highway User Revenue was cut significantly, therefore the General Fund has been funding the cost of our paving projects. The Highway User Revenue has not been restored which means the General Fund will have to continue funding future paving projects. By doing so this puts a strain on the County's General Fund Budget and also limits how much paving we are able to provide to the citizens of Worcester County.

What is the useful life of the asset/project?
20+ years

Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								**0**
Land Acquisition								**0**
Site Work								**0**
Construction	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,551,752		**6,551,752**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,551,752**	**0**	**6,551,752**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,551,752		**6,551,752**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,000,000**	**1,551,752**	**0**	**6,551,752**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Asphalt Overlay/Pavement Preservation of County Roads

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

To preserve and maintain the roads within Worcester County to allow for safe travel for the citizens and guests. We receive some funding from Highway User Revenue funds to cover transportation costs, however this allocation has been reduced significantly since FY10.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This would benefit the County as a whole since this project would cover all roads maintained by Worcester County. Delay or reduced funding will only enhance the deterioration of roads leading to unsafe travel and/or leading to even more costly repairs to the roadways.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off our current paving contract pricing. The price per ton of hot mix asphalt has increased tremendously along with fuel costs resulting in higher contractor costs and less miles of roadway we are able to pave. Additional funding would allow us to get our paving operations back on track and allow us to pave more roadway and provide a safer commute in Worcester County.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

It is vital to continue to preserve and maintain our County Roads. By addressing the road maintenance/resurfacing issues early on rather then later will avoid costly repairs down the road. If not continued it can lead to more significant impact not only financially but safety issues for the travelling public and property owners.

CIP Project Name: Cove Landing Road

Project Director (Name & Title): Dallas Baker, Jr., P.E, Public Works Director
Phone Number: 410-632-5623

Project Summary and Purpose: Engineer design and construction of 3 new crossroad pipes on Cove Landing Road.

Project Location: Cove Landing Road, Bishopville, MD

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

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
25+ years

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	60,000					10,000		**70,000**
Land Acquisition								**0**
Site Work								**0**
Construction		350,000						**350,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**60,000**	**350,000**	**0**	**0**	**0**	**10,000**	**0**	**420,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	60,000	350,000				10,000		**420,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**60,000**	**350,000**	**0**	**0**	**0**	**10,000**	**0**	**420,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Cove Landing Road

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

We are requesting to hire an engineering firm to design construction drawings to replace 3 failed crossroad pipes located on Cove Landing Road. Once drawings are complete and approved, we are requesting hiring an outside contractor to perform the work detailed in the engineer drawings. Due to the depth of the pipes and the amount of water present, County Road's doesn't have the means to handle this size of project in house. The project would go much smoother and safer for all involved to hire a contractor that can perform the work.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The residents that utilize Cove Landing Road in their daily travels would benefit directly by having these pipes replaced, as this is the only roadway that access their homes. Delaying or not funding this project will only allow the pipes to deteriorate further and could result in a total road failure, which would completely close off numerous County residents from getting to and from their homes.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

This cost estimate was developed based off past engineer costs on similar related projects.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project needs to be completed first on the CIP given the current state of the roadway and pipes and the importance that roadway has to the residents who utilize it in their daily commute.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is very urgent and critical based off the current state of the pipes and the roadway. Should that roadway completely fail, the residents would have no means of access to/from their homes. Emergency vehicles would have no access to the homes should that road fail and a emergency arise.

CIP Project Name: Riddle Farm WWTP Rehabilitation

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Rehabilitate the existing WWTP to include new membranes and aeration processes that will return the treatment plant to its designed capapcity. The overall purpose of this project is to provide a functional plant that has the ability to treat the flows coming to it, rather than having to pump & haul raw wastewater away due to reduced capacity in the current membranes.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, Tri-County are covering $1.4 Million

Is there a Federal or State mandate related to this project? If so, please elaborate:
Not yet, but MDE has indicated a consent order is coming.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
10-15 years depending on growth in the region

Will this project generate revenue?
Yes, additional EDUs will be available for sale.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								**0**
Land Acquisition								**0**
Site Work								**0**
Construction	2,000,000					1,578,490		**3,578,490**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**1,578,490**	**0**	**3,578,490**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	2,000,000					159,322		**2,159,322**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Tri County Grant						1,419,168		**1,419,168**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**1,578,490**	**0**	**3,578,490**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Riddle Farm WWTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of the project was determined via an engineering report by GMB. The original membranes lasted 14 years and were replaced by membranes from an alternate supplier. These alternate membranes are failing and have already been replaced by the manufacturer. It is the intent of this project to replace the faulty membranes and add new membranes from the original membrane supplier to make the operation more reliable and capable of treating design flows.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the water demand from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of the construction contract awarded to M2 Construction.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The construction contract has already been awarded.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible.

CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Install a sewer force main bypass line to allow untreated wastewater to flow from the Riddle Farm Service Area to the Ocean Pines WWTP for treatment. This will allow for the Riddle Farm WWTP to be bypassed during emergency plant shutdowns and future rehabilitation without the need for pumping & hauling operations. This will also eliminate the risk of sanitary sewer overflows that are a risk during plant shutdown or failure.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, $161,500 has been allocated for design from the Tri-County grant and $1.09 Million has been allocated for construction through a Federal earmark grant.

Is there a Federal or State mandate related to this project? If so, please elaborate:
No direct mandates, but DPW is at risk of violating discharge permits if pumping & hauling operations continue or if a plant failure resulted in sewer overflows at the plant.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30-40 years
Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						161,500		**161,500**
Land Acquisition								**0**
Site Work								**0**
Construction	3,090,000							**3,090,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**3,090,000**	**0**	**0**	**0**	**0**	**161,500**	**0**	**3,251,500**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds	1,090,000					161,500		**1,251,500**
State Match								**0**
State Loan								**0**
Assigned Funds	2,000,000							**2,000,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG								**0**
TOTAL	**3,090,000**	**0**	**0**	**0**	**0**	**161,500**	**0**	**3,251,500**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and install a sewer force main running from the Riddle Farm WWTP to the Ocean Pines WWTP. This scope was determined due to the need for the interconnect of the two plants so that raw, untreated sanitary sewerage can be treated during the Riddle Farm WWTP upgrades and during emergency situations that could impact plant operations. The Riddle Farm WWTP has been having issues treating wastewater effectively over the past few years due to ineffective membranes. This project will allow for wastewater to still be treated while the plant is taken offline for rehabilitation.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. Additional plant resiliency will be introduced to the Riddle Farm Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the demand of water from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
The construction cost estimate was developed from estimates on similar, recent, construction projects. The design cost is from the project award to KCI.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
This project will likely take place after the construction of the Riddle Farm WWTP. The bypass force main is currently under design and is scheduled to be complete by winter 2025. Permitting for the construction will likely take a year.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible so that raw wastewater flow can be routed to another WWTP during routine repairs and in cases of emergencies.

CIP Project Name: Lewis Road Sewer System

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: The project is proposed to eliminate approximately 60 septic systems in an area of high groundwater. The project will require extension of the sanitary sewer line to the Landings WWTP.

Project Location: Lewis Road behind the Landings WWTP

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, the project has been funded with an ARPA grant from $507,000 and a USDA grant for $1,518,000/

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years, based off of estimated
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						224,251		**224,251**
Land Acquisition								**0**
Site Work								**0**
Construction	2,026,152					1,800,749		**3,826,901**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,026,152**	**0**	**0**	**0**	**0**	**2,025,000**	**0**	**4,051,152**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds	2,026,152					2,025,000		**4,051,152**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE								**0**
TOTAL	**2,026,152**	**0**	**0**	**0**	**0**	**2,025,000**	**0**	**4,051,152**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Lewis Road Sewer System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves constructing a pipeline along Lewis Road and connecting all the homes in the community to this pipeline which will connect the community to the Landings wastewater treatment plant. The project has had a preliminary engineering report prepared for the method of transmission and service to the community. This report was mandated by USDA funding requirements. This project was a priority of the 2017/2018 County Commissioners

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The primary benefit of this project is reduction of nutrients into the Coastal Bays and the connection of a community of poorly performing and failing septics to public sewer. If this project is not done we will lose the USDA Funding and the community will continue to suffer with failing systems and the poorly drained soils in the area that will continue to contribute to the failure of systems in the future.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The engineering design costs are based on the contract awarded to EA. Construction costs are based on EA's estimate. Additional funds are needed and have been applied to USDA for more grant monies.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was a priority of the 2017/2018 County Commissioners. Timing of the Project will depend on available funding.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This was a priority of the 2017/2018 County Commissioners and a great deal of funding has been secured to complete it.

CIP Project Name: Ocean Pines WWTP Lagoon Expansion

Project Director (Name & Title): Tony Fascelli, Superintendent **Dallas Baker Jr., P.E. - Director of Public Works**
Phone Number: 410-641-5251 **410-632-5623**

Project Summary and Purpose: This project is to provide an increase in emergency storage capacity in the Ocean Pines WWTP lagoon. The increase is needed per MDE for the WWTP permit to be increased from 2.5 Million Gallons per Day (MGD) to 2.6 MGD. The additional capacity is needed to support the previous expansion of the Ocean Downs Casino EDU sales.

Project Location: Ocean Pines WWTP

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years, based off of estimated
Will this project generate revenue?
The additional EDUs created from this project have already been sold to Ocean Downs.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						5,990		**5,990**
Land Acquisition								**0**
Site Work								**0**
Construction	150,000					294,010		**444,010**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**150,000**	**0**	**0**	**0**	**0**	**300,000**	**0**	**450,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees	150,000					300,000		**450,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE								**0**
TOTAL	**150,000**	**0**	**0**	**0**	**0**	**300,000**	**0**	**450,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Ocean Pines WWTP Lagoon Expansion

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project scope involves the expansion of the Ocean Pines WWTP lagoon storage. EA Engineering provided 100% design early August and a cost estimate. Comments from MDE expanded the original scope to now include building a retaining wall around one side of the lagoon to support the soil to account for the 1ft height increase in the berm elevation. Because of the retaining wall construction, a gas main needs to be relocated out of the way.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

EDUs have already been sold to Ocean Downs with the assumption the Ocean Pines WWTP capacity would be expanded from 2.5 MGD to 2.6 MGD. MDE will not rerate the plant to 2.6 MGD without the lagoon expansion.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The original cost estimate was completed by EA Engineering and revised in March 2023. The expanded cost accounts for the retaining wall and gas main relocation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was approved under previous CIPs and is in the W&WW approved budget with the original $300,000 amount. The project has taken an extended period of time to go through MDE construction permitting and MDE Dam Safety review.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The EDUs this project will create have already been sold. If the project is not undertaken, the money will most likely have to be returned.

CIP Project Name: Mystic Harbour Water to Riddle Farm

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Interconnect Mystic Harbor water to Riddle Farm service area as a backup via water main. This will allow Mystic Harbor to provide Riddle Farm water in the event of emergency.

Project Location: Mystic Harbor WTP to Riddle Farm WTP

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, $67,765 has been secured for design using Tri- County grant funds. Funding has not been secured for construction however grant applications have been submitted to MDE.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
40 years, based off of estimated

Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						67,765		**67,765**
Land Acquisition								**0**
Site Work								**0**
Construction	2,000,000							**2,000,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**67,765**	**0**	**2,067,765**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds - Tri County						67,765		**67,765**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE	2,000,000							**2,000,000**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**67,765**	**0**	**2,067,765**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Mystic Harbour Water to Riddle Farm

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project scope involves the interconnection of the Mystic Harbor water to Riddle Farm WTP. The work entails running a water main from Mystic Harbor plant down Old Bridge Road Rt. 707, along Rt. 50 heading west, boring under neath Herring Creek, and eventually turning North into Man O War Ln. This project would include permitting work within Maryland SHA right of way for a utility permitting and traffic control. J.W. Salm Engineering provided 85% design showing the layout and submitted permit applications to MDE/SHA.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This interconnect would minimize the potential for downtime in the event of equipment failure at Riddle Farm, Mystic Harbor, or Ocean Pines water. Since these three facilities will be interconnected for water we could push water whichever way we see is needed to assist. The negative impacts of not funding or delaying this project would be Riddle Farm would be reliant upon Ocean Pines water in the event of a failure.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate is from J.W. Salm Engineering.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New Project

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Yes, this project is critical. This project needs to be completed as soon as feasibly possible to provide a interconnect and backup for Riddle Farm. In the event of delay or failure of equipment at Ocean Pines it would result in a water outage for Riddle Farm.

CIP Project Name: Riddle Farm Water Treatment Plant & Tower Rehabilitation

Project Director (Name & Title):Dallas Baker Jr., P.E. - Director of Public Works
Phone Number:410-632-5623

Project Summary and Purpose: Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper funcitionality and high quaility water treatment capabilities moving forward.

Project Location: Riddle Farm WTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
In the past, Public Works has twice applied to MDE for grant funding to cover the work but MDE considers it a maintenance activity and is not providing funds.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
15-20 years

Will this project generate revenue?
Yes, this will allow for efficient operations of the Riddle Farm WTP; hence allowing for water production for the service area.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						50,000		**50,000**
Land Acquisition								**0**
Site Work								**0**
Construction	650,000					50,000		**700,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**650,000**	**0**	**0**	**0**	**0**	**100,000**	**0**	**750,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	650,000					100,000		**750,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG								**0**
TOTAL	**650,000**	**0**	**0**	**0**	**0**	**100,000**	**0**	**750,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Riddle Farm Water Treatment Plant & Tower Rehabilitation

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper funcitionality and high quaility water treatment capabilities moving forward.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of an important water treatment plant and storage tower that is currecntly offline.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Cost estimate was developed based off of an inspection done by the County's trusted water tower consultant, MWB Tanks.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
No change in timing.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase rehabilitation cost

CIP Project Name: Ocean Pines Belt Filter Press

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: This project is to replace the belt filter press equipment at Ocean Pines Wastewater Treatment Plant.

Project Location: Ocean Pines WWTP

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years, based off of estimated
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						426,943		**426,943**
Land Acquisition								**0**
Site Work								**0**
Construction	4,173,057							**4,173,057**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**4,173,057**	**0**	**0**	**0**	**0**	**426,943**	**0**	**4,600,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds	4,173,057					426,943		**4,600,000**
General Bonds								**0**
Other - USDA / MDE								**0**
TOTAL	**4,173,057**	**0**	**0**	**0**	**0**	**426,943**	**0**	**4,600,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Ocean Pines Belt Filter Press

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The existing belt press at the Ocean Pines Wastewater Treatment Plant was installed in 1996. Since that time, it has undergone major repairs but is no longer reliable. We are looking at the use of newer technologies now available to be installed at the treatment plant.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The primary benefit of this project increase efficiency of the Ocean Pines Wastewater Treatment Plant solids handling activities.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the Belt Filter Press was taken from a preliminary engineering study conducted by George, Miles, & Buhr in June 2021. The estimated impact to sewer debt service (EDUs) will increase the rate by $7.51 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The ongoing project is a part of long term program of system upgrades for the entire Ocean Pines Water and Wastewater Systems.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project needs to be completed as a part of ongoing long term upgrades to the 50-year old Ocean Pines Water and Wastewater systems.

CIP Project Name: West Ocean City - Sunset Avenue Sewer Relief

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: The project is proposed to eliminate an undersized gravity sewer main. The replacement sewer line will be designed to handle the existing flow and include capacity for future potential changes.

Project Location: Sunset Avenue, West Ocean City

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years, based off of estimated
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						35,000		**35,000**
Land Acquisition								**0**
Site Work								**0**
Construction	2,000,000							**2,000,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**35,000**	**0**	**2,035,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees	2,000,000					35,000		**2,035,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE								**0**
TOTAL	**2,000,000**	**0**	**0**	**0**	**0**	**35,000**	**0**	**2,035,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: West Ocean City - Sunset Avenue Sewer Relief

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves constructing a replacement pipeline designed to handle the existing flow and potential future expansion in the area. The scope was determined from existing gravity sewer not being capable to handle full flow during peak demand season. Important historical information to understanding the scope of this project is this line helps assist flow over to West Ocean City service area without this line backups within homes may occur more frequently.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The primary benefit of this project is minimizing the risk of potential backups and health impacts caused from not continous operation of the sewer utility. This project would benefit the West Ocean City service area. The negative impacts to not funding this project are more frequent backups could create sanitary sewer overflows that would solicit fines over time from MDE.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Estimate was completed as a part of the preliminary engineering report. The report developed the scope of the project cost estimates and potential funding sources.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New CIP Item.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is extremely critical and needs to be completed as soon as possible. Without this line customers may be impacted in service and backups into homes could lead to potential insurance claims for damages of property. Delaying this project will be putting the County at risk for fines from MDE.

CIP Project Name: St. Martin's By the Bay Water System

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Install a new water system in St. Martin's by the Bay community. This will allow for the community the ability to replace the private supply well and distribution system by connecting to the Ocean Pines water system. The connection to Ocean Pines will alleviate concerns about salt water intrusion into the private well, provide fire flow protection (including new hydrants), and eliminate water shortage issues that have occurred since the system was installed in 1984.

Project Location: St. Martin's By the Bay and Ocean Pines Water System

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
USDA has provided a grant of $1,024,000 and a loan $1,495,000.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years
Will this project generate revenue?
Yes, this project will generate revenue for the Ocean Pines Water System.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						73,100		**73,100**
Land Acquisition								**0**
Site Work								**0**
Construction	2,445,900							**2,445,900**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**2,445,900**	**0**	**0**	**0**	**0**	**73,100**	**0**	**2,519,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds - USDA	950,900					73,100		**1,024,000**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA Loan	1,495,000							**1,495,000**
TOTAL	**2,445,900**	**0**	**0**	**0**	**0**	**73,100**	**0**	**2,519,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: St. Martin's By the Bay Water System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and install a water distribution system to connect with the Ocean Pines water system. This scope was determined due to the requests from the community to help with the failing water system. The St. Martin's by the Bay community has been having issues with water shortages and concerns with the potential for salt water intrusion.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the St. Martin's by the Bay Community and the Ocean Pines Service Area. The St. Martin's by the Bay community will now have fire protection and consistent water supply. The Ocean Pines Service Area will see a increase in revenue from the usage. Negative impacts include the potential risk of the St. Martins by the Bay community going without water which is vital to human health. The environmental risks of prolonged use of this private well could allow for increased risk of salt water intrusion impacting shallow aquifers.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an engineering study completed by DBF. This is a project specific estimate based off of real time materials and construction costs. Costs are subject to change in the future due to market volatility and inflation. The engineering cost was developed from the design bid awarded to DBF.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

No changes are being requested. The cost estimate numbers have been updated with the latest information. USDA has already awarded these grant/loans to the County and they've been accepted by the Commissioners.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The community is already experiencing water shortages and water quality issues. The problems need to be corrected as soon as possible.

CIP Project Name: Newark WTP Rehabilitation

Project Director (Name & Title): Tony Fascelli, Superintedent
Phone Number:410-641-5251

Project Summary and Purpose: Replacement of the Newark Water Treatment plant building and equipment as the existing treatment plant is at the end of its useful life.
Project Location: Newark WTP (Newark Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Not yet. Public Works has submitted a grant funding request to USDA for this project. In addition, the project is making it's way through the Federal earmark process for a possible grant of $2,550,000.

Is there a Federal or State mandate related to this project? If so, please elaborate:
No, but MDE is aware of the iron sediment issues the community's water system has been facing.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	150,000							**150,000**
Land Acquisition								**0**
Site Work								**0**
Construction		5,887,500						**5,887,500**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**150,000**	**5,887,500**	**0**	**0**	**0**	**0**	**0**	**6,037,500**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds - Federal earmark		2,550,000						**2,550,000**
State Match								**0**
State Loan								**0**
Assigned Funds	150,000	487,500						**637,500**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA grant / loan		2,850,000						**2,850,000**
TOTAL	**150,000**	**5,887,500**	**0**	**0**	**0**	**0**	**0**	**6,037,500**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Newark WTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The current Newark WTP and building was put into service in 1971. While numerous upgrades have been made over the last 50 years, the plant is nearing the end of its useful life. A new WTP building will need to be built at an undetermined site so that the existing plant can remain in-service during construction. As part of a new WTP construction, at least one new supply well will need to be constructed.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Project is required to maintain the operation of the Newark Water Treatment Plant to continue to efficiently serve the Newark Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of recent estimates for similar engineering estimates for projects in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is the second time as a CIP item. Construction funding is added for the last year of the CIP. Engineering/design funding is requested in FY26 in order to have construction documents and permitting complete prior to bidding for construction.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This facility is the only supplier of water to Newark Area and needs to be replaced in order to maintain plant resiliency. It is critical to fund the engineering/design/permitting phases sooner as plan development and permitting with the State may take an extended period of time.

CIP Project Name: Mystic Harbour Solids Handling & Storage Building

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Upgrades to the Mystic Harbor Solids Dewatering process which will resolve the dewatering and screening problems at the Mystic Harbour Wastewater Treatment Plant. This project also includes retrofitting the existing storage building as part of its scope of work.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
Yes, $2.2 Million from MDE grant (another $2.2 Million in MDE loan), and $2.5 Million from Federal earmark grant.

Is there a Federal or State mandate related to this project? If so, please elaborate:
Not yet, but MDE has indicated a consent order is coming.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
10 - 15 years depending on growth in the region.
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	200,000							**200,000**
Land Acquisition								**0**
Site Work								**0**
Construction		6,700,000						**6,700,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**200,000**	**6,700,000**	**0**	**0**	**0**	**0**	**0**	**6,900,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds (Federal earmark)		2,500,000						**2,500,000**
State Match								**0**
State Loan	200,000	2,000,000						**2,200,000**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG		2,200,000						**2,200,000**
TOTAL	**200,000**	**6,700,000**	**0**	**0**	**0**	**0**	**0**	**6,900,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Mystic Harbour Solids Handling & Storage Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project includes improvement to the Mystic Harbour Wastewater Treatment Plan by construction of needed improvements to the sludge handling and influent screening facilities. Also, includes rehabilitation of the storage building in order to provide a conditioned space for safe storage of equipment.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This project will permanently resolve the handling of bio-solids at the Mystic Harbour Wastewater Treatment Plant and provide adequate safe storage of equipment to benefit the Mystic Harbor Service.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the Solids Handling and Storage Building improvements were taken from a 2017 Preliminary Engineering Report completed by GMB. This is a complete design, permitting, and construction cost estimate including Construction Admin and Inspection.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was on last years CIP for FY 23 & FY 24 but not funded.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate public utilities. The only County owned wastewater facility in this area is the Mystic Harbour Wastewater Treatment Plant. To continue well controlled economic growth in this area, these building improvements are required.

CIP Project Name: Ocean Pines - Force Main Replacement Station N to L

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: This project is to replace the failing force main from Station N to L. The pipe material is deteriorating and is in need of replacement.

Project Location: Ocean Pines Collections Station N to Station L along Ocean Parkway

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

Is there a Federal or State mandate related to this project? If so, please elaborate:
Not yet, however, MDE has issued several fines to the County for sanitary sewer overflows related to pipe breaks along this force main. If the breaks continue to occur, MDE may issue a consent order to replace the force main.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years, based off of estimated
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	200,000							**200,000**
Land Acquisition								**0**
Site Work								**0**
Construction		1,500,000						**1,500,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**200,000**	**1,500,000**	**0**	**0**	**0**	**0**	**0**	**1,700,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE	200,000	1,500,000						**1,700,000**
TOTAL	**200,000**	**1,500,000**	**0**	**0**	**0**	**0**	**0**	**1,700,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Ocean Pines - Force Main Replacement Station N to L

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The existing force main from Stations N to L has a common line that has failures routinely over the last three years. The number of failures over the last two years is 8 breaks which has yielded fines to the service area and emergency repair work. The limits of the project would be to replace in-kind with the same size pipe but with a stronger material to the common manifold point. Historically, the same force main has been repaired over 24 times in the last 5 years based upon patches in the road.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The primary benefit of this project to the Citizens and the County is it would minimize the amount of fines, eliminate some of the emergency repair work, minimize the number of patches, routine disturbance to the neighboring property owners, and minimize the need for staff to do traffic control at such a busy intersection on the south side of Ocean Pines. (Macklin Creek and Ocean Parkway)

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the force main replacement station N to L was determined by similar project costs were currently experiencing. A full cost estimate will be provided at the design stage.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

New CIP item.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project needs to be completed as a part of ongoing long term upgrades to the 50-year old Ocean Pines Water and Wastewater systems.

CIP Project Name: Ocean Pines Drying Beds

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: This project is to design and construct drying beds in support to the new belt filter press equipment.

Project Location: Ocean Pines WWTP

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	50,000							**50,000**
Land Acquisition								**0**
Site Work								**0**
Construction		500,000						**500,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**50,000**	**500,000**	**0**	**0**	**0**	**0**	**0**	**550,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees	50,000							**50,000**
Grant Funds		500,000						**500,000**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE								**0**
TOTAL	**50,000**	**500,000**	**0**	**0**	**0**	**0**	**0**	**550,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Ocean Pines Drying Beds

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Ocean Pines WWTP had originally 6 drying beds 3 were utilized for sludge. During the 1994 plant upgrades, three of the drying beds were demo'ed and only three remain currently. The decrease in drying bed storage creates a operational issue for continuous wasting causing less efficient solids management within the treatment trains.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The primary benefit of this project increase efficiency of the Ocean Pines Wastewater Treatment Plant solids handling activities.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate for the drying bed space was taken from a recent study completed by GMB for Mystic Harbour.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The ongoing project is a part of long term program of system upgrades for the entire Ocean Pines Water and Wastewater Systems.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project needs to be completed as a part of ongoing long term upgrades to the 50-year old Ocean Pines Water and Wastewater systems.

CIP Project Name: Mystic Harbour WTP Rehabilitation

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Rehabilitation of the Mystic Harbour Water Treatment plant building and equipment. The project includes rehabilitation of the exterior and interior of the Water Treatment building at Mystic Harbour. The exterior of the building needs a new roof, repair of the concrete block, insulation, water prrof coating, painting or siding to prevent heat loss and to support the installation of HVAC equipment. Security fencing, alarms, and cameras are needed around the site to secure the property. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards. All of these repairs will extend the useful life of this building.

Project Location: Mystic Harbour

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No, although Public Works has applied to MDE over the past 2 years for grant funds to cover the needed rehab. Grant applications will continue to be submitted until funding is secured.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
40 years
Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		200,000						**200,000**
Land Acquisition								**0**
Site Work								**0**
Construction		1,400,000						**1,400,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**1,600,000**	**0**	**0**	**0**	**0**	**0**	**1,600,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG		1,600,000						**1,600,000**
TOTAL	**0**	**1,600,000**	**0**	**0**	**0**	**0**	**0**	**1,600,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Mystic Harbour WTP Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Mystic Harbor Water Treatment Plant was constructed in 1975 and has been in continuous use since. The building the treatment equipment is housed in has never been updated. There are holes in the roof, corroded electrical panels, corroded equipment and support. In Fall 2021, local engineering firm George, Miles, & Buhr conducted a feasibility study for rehabilitating the building. Their findings include rehabilitation of the exterior and interior of the building. The exterior of the building needs a new roof, repair of the concrete block and either painting or siding to prevent heat loss and support the installation of needed HVAC equipment. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition, there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Project is required to maintain the operation of the Mystic Harbour Water system.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is from the preliminary engineering study conducted in December 2021. The estimated impact (IF NO GRANT FUNDING WERE TO BE USED) to water debt service (EDUs) will increase the rate by $7.78 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was on last years CIP for FY 23, FY 24, and FY 25 but not funded.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This facility is the primary supplier of water to the Mystic Harbour and West Ocean City Area. In early August of 2024 a section of deteriorated drywall ceiling fell on top of the chemical tanks, no one was injured. Public Works Maintenance staff was brought in to help troubleshoot ways to temporarily secure the ceiling until the full rehab work can commence.

CIP Project Name: Landings Water Tower Rehabilitation

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Painting and rehabilitation of the Landings Water Tower.

Project Location: Landings WTP (Landings Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
15-20 years, based off of estimated lifespan at other County-operated facilities
Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		30,000						**30,000**
Land Acquisition								**0**
Site Work								**0**
Construction		550,000						**550,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**580,000**	**0**	**0**	**0**	**0**	**0**	**580,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG		580,000						**580,000**
TOTAL	**0**	**580,000**	**0**	**0**	**0**	**0**	**0**	**580,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Landings Water Tower Rehabilitation

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Repainting, and miscellaneous improvements to the Landings Water Tower. Scope was determined by the County's tank consultant MBW tanks.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of an important water storage tower

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Estimate developed from water tower inspection in December 2021 and historical costs from other tower painting projects. If a grant is not obtained, the estimated impact to water debt service (EDUs) will increase the rate by $24.17 per EDU per quarter assuming a 15 year repayment term. This estimate does not factor in interest rates on repayments.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
Third time on CIP

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase rehabilitation cost

CIP Project Name: River Run Sewer Interconnection to Ocean Pines

Project Director (Name & Title): Tony Fascelli, Superintendent

Phone Number: 410-641-5251

Project Summary and Purpose: Interconnect the River Run and Ocean Pines Sewer systems via the installation of a new sewer line. This will allow for the River Run lagoon liner to be replaced while still treating the service area's wastewater via the Ocean Pines WWTP. In the future, this interconnect allows for redundancy in the event of an emergency or unexpected shutdown of one of the connected plants.

Project Location: River Run WWTP (River Run Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
40 years

Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		100,000						**100,000**
Land Acquisition								**0**
Site Work								**0**
Construction			2,000,000					**2,000,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**100,000**	**2,000,000**	**0**	**0**	**0**	**0**	**2,100,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG		100,000	2,000,000					**2,100,000**
TOTAL	**0**	**100,000**	**2,000,000**	**0**	**0**	**0**	**0**	**2,100,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: River Run Sewer Interconnection to Ocean Pines

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves the interconnection of the River Run and Ocean Pines Sewer systems via the installation of a new sewer line. This will allow for the River Run lagoon liner to be replaced while still treating the service area's wastewater via the Ocean Pines WWTP. In the future, this interconnect allows for redundancy in the event of an emergency or unexpected shutdown of one of the connected plants.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This interconnection allows for redundancy in the event of an emergency, unexpected shutdown, or maintenance of one of the connected plants. As a result of this interconnection, sewer flows can be directly sent to a connected treatment plant during shutdown periods which will avoid the need for expensive and intrusive pumping & hauling operations.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Estimate developed from recent force main installs in Worcester County.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
Third time on CIP, requesting the interconnection due to the need to send wastewater flow elsewhere for treatment during the River Run lagoon liner replacement. Once this project is complete, the raw wastewater from River Run can be directed to Ocean Pines for treatment while the River Run WWTP is take offline for the liner rehabilitation.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Not funding this project will lead to extremely high pumping & hauling costs that would be incurred during the River Run lagoon liner replacement. The need to resort to pumping & hauling operations could also open up the County to violation of the MDE permit regulations for the treatment plant.

CIP Project Name: Mystic Harbour Effluent Connection to Riddle Farm Lagoon

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Connection of the Mystic Harbor Effluent Discharge to the Riddle Farm WWTP lagoon via installation of a force main. This will allow for interconnectivity of the plants during emergency situations while also allowing Mystic to utilize excess effluent discharge capacity already available within the Riddle Farm Lagoon.
Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years
Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design		400,000						**400,000**
Land Acquisition								**0**
Site Work								**0**
Construction			6,100,000					**6,100,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**400,000**	**6,100,000**	**0**	**0**	**0**	**0**	**6,500,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds		400,000	6,100,000					**6,500,000**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**400,000**	**6,100,000**	**0**	**0**	**0**	**0**	**6,500,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Mystic Harbour Effluent Connection to Riddle Farm Lagoon

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Design and construction of a force main to allow the connection of the Mystic Harbor Effluent Discharge to the Riddle Farm WWTP lagoon via installation of a force main. This will allow for interconnectivity of the plants during emergency situations while also allowing Mystic to utilize excess effluent discharge capacity already available within the Riddle Farm Lagoon. George Miles and Buhr provided the County with a preliminary cost estimate on July 25, 2023 outlining two paths. Option one was utilizing Maryland SHA right of ways and option two was utilizing Worcester County right of way for the path of the force main. Option one total cost was $8,551,410 and Option two total cost was $6,209,830. The costs reflected on this sheet have been updated to account for inflation.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

By interconnecting, Public Works would have the ability to store treated effluent during extreme weather events without sending the flow to the Ocean City WWTP (where it would have to be treated again). There is a cost saving to the rate payers by not having to pay for treatment and disposal fees from the Town of Ocean City.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of George Miles and Buhr provided a preliminary cost estimate on July 25, 2023 outlining two options. Option one was utilizing Maryland SHA right of ways and option two was utilizing Worcester County right of way for the path of the force main. Option one total cost was $8,551,410 and Option two total cost was $6,209,830. The costs reflected on this sheet have been updated to account for inflation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Third time as CIP item, this is listed sooner due to the urgent need for effluent disposal capacity in the Mystic, Landings, and Assateague Point service areas. Due to the cost of the project needing to be bonded the project is being moved back to FY27/FY28.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of. There is currently a

CIP Project Name: Assateague Point Replacement Liner

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Replacement of the liner at the Assateague Point WWTP Lagoon

Project Location: Assateague Point WWTP (Assateague Point Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
30 years, based off of estimated lifespan of liners at other County-operated facilities

Will this project generate revenue?

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design			100,000					**100,000**
Land Acquisition								**0**
Site Work								**0**
Construction				1,500,000				**1,500,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**100,000**	**1,500,000**	**0**	**0**	**0**	**1,600,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees			100,000					**100,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds				1,500,000				**1,500,000**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**100,000**	**1,500,000**	**0**	**0**	**0**	**1,600,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Assateague Point Replacement Liner

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Replacement of the liner at the Assateague Point WWTP Lagoon. Current liner is at the end of its useful life with increasing repair costs every year. Scope is based off of the need for an in-kind replacement of the liner at the lagoon.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of this lagoon will allow for continued operations of a critical WWTP in the County's network. A replacement liner will lessen the risk of breaks and tears which cost money to repair and open the potential for fines from MDE.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Estimate developed from recent costs to replace other pond/lagoon liners in Worcester County.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
Third time on CIP, requesting this liner due to the increasing costs and frequency of tears/breaks in the existing lagoon liner.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase repair cost to the existing liner. Leaks due to tears/breaks can also open the County up to liability and fines with MDE.

CIP Project Name: River Run Replacement Liner

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Replacement of the liner at the River Run lagoon.

Project Location: River Run WWTP (River Run Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No

What is the useful life of the asset/project?
30 years, based off of estimated lifespan of liners at other County-operated facilities

Will this project generate revenue?
No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design			100,000					**100,000**
Land Acquisition								**0**
Site Work								**0**
Construction				1,500,000				**1,500,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**100,000**	**1,500,000**	**0**	**0**	**0**	**1,600,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees			100,000					**100,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds				1,500,000				**1,500,000**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**100,000**	**1,500,000**	**0**	**0**	**0**	**1,600,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: River Run Replacement Liner

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Replacement of the liner at the River Run WWTP Lagoon. Current liner is at the end of its useful life with increasing repair costs every year. Scope is based off of the need for an replacement of the Hypolon liner with a more durable 100 mil thick HDPE liner.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Extending the life of this lagoon will allow for continued operations of a critical WWTP in the County's network. A replacement liner will lessen the risk of breaks and tears which cost money to repair and open the potential for fines from MDE.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Estimate developed from recent costs to replace other pond/lagoon liners in Worcester County.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
Third time on CIP, requesting this liner sooner due to the increasing costs and frequency of tears/breaks in the existing lagoon liner.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase repair cost to the existing liner. Leaks due to tears/breaks can also open the County up to liability and fines with MDE.

CIP Project Name: Mystic Harbour Effluent Disposal Expansion

Project Director (Name & Title): Tony Fascelli, Superintendent
Phone Number: 410-641-5251

Project Summary and Purpose: Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant by tying in the Assateague Point and Landings WWTP systems. This will allow for additional effluent disposal capabilities for the network.

Project Location: Mystic Harbour/West OC

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:
No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?
No
What is the useful life of the asset/project?
30 years
Will this project generate revenue?
Yes, this will free up the sale of additional EDU's currently limited at the Landings development due to inadequate effluent disposal capacity.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				150,000				**150,000**
Land Acquisition								**0**
Site Work								**0**
Construction					3,500,000			**3,500,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**0**	**150,000**	**3,500,000**	**0**	**0**	**3,650,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees				150,000				**150,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - USDA / MDE / CDBG					3,500,000			**3,500,000**
TOTAL	**0**	**0**	**0**	**150,000**	**3,500,000**	**0**	**0**	**3,650,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Mystic Harbour Effluent Disposal Expansion

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Expansion of the effluent disposal network for Mystic Harbour Wastewater Treatment Plant by tying in the Assateague Point and Landings WWTP systems. This will allow for additional effluent disposal capabilities for the network. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of. Negative impacts would simply mean limited development and potentially a hold on the sale of EDUs.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate is based off of similar utility connection projects that have recently taken place in Worcester County.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Third time as a CIP item, this is listed due to the urgent need for effluent disposal capacity in the Mystic, Landings, and Assateague Point service areas.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development along the Rt 611 corridor will require adequate public utilities. Expansion of the effluent capacity needs to be created as soon as possible as the WWTP's in this area (Mystic, Landings, Assateague Point) can collectively treat more than can be disposed of.

CIP Project Name: Landfill Gas Collection System

Project Director (Name & Title): David Candy, Solid Waste Superintendent
Phone Number: 410-632-3177

Project Summary and Purpose: New MDE Regulations are requiring us to build this Gas Collection System.

Project Location: Newark, MD

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: Yes. The Maryland Department of the Environment is mandating Worcester County install a gas collection system.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? The gas collection should last for years with preventive maintenance.

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design						126,550		**126,550**
Land Acquisition								**0**
Site Work	4,500,000							**4,500,000**
Construction								**0**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**4,500,000**	**0**	**0**	**0**	**0**	**126,550**	**0**	**4,626,550**
SOURCES OF FUNDS								
General Fund								**0**
User Fees	4,500,000					126,550		**4,626,550**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**4,500,000**	**0**	**0**	**0**	**0**	**126,550**	**0**	**4,626,550**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Landfill Gas Collection System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Gas Collection System will attach several gas wells with header and lateral piping to extract the Methane and take the it to an enclosed flare. The flare is used to burn off the methane in a more efficient manner. EA Engineering is doing the design work on the Gas Collection System.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

The Gas Collection project is more for MDE compliance than a benefit to the County.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate is based on engineering and design from EA Engineering.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

MDE set time lines on each phase of the Gas Collection System work. From the gas testing phase we have one year for design and two years to build the system.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The Gas Collection System has to be built in the time MDE gave Counties to comply with the new Methane regulations. After results of testing done late last year, MDE has given us 1 year to design the system and 2 years to complete construction.

CIP Project Name: Cell 6 Design & Construction

Project Director (Name & Title): David Candy, Superintendent, Solid Waste
Phone Number: 410-632-3177

Project Summary and Purpose: Design & construct Cell 6 to be available for future use.

Project Location: Central Site, Newark, MD

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? 15 years

Will this project generate revenue?
Yes Cell 6 will generate money for Solid Waste Enterprise Fund.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	1,000,000							**1,000,000**
Land Acquisition								**0**
Site Work								**0**
Construction		15,000,000						**15,000,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**1,000,000**	**15,000,000**	**0**	**0**	**0**	**0**	**0**	**16,000,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees	1,000,000							**1,000,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds		15,000,000						**15,000,000**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**1,000,000**	**15,000,000**	**0**	**0**	**0**	**0**	**0**	**16,000,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Cell 6 Design & Construction

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

EA Engineering did a study on the amount of trash in place in Cell 5. They found Cell 5 will run out of landfill space by December 2027. Cell 6 will be built in the same manner as the last 5 cells.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

By building Cell 6, Worcester County residents should have landfill space until the year 2042.
If we don't build Cell 6, Worcester County will need to find a place for trash when Cell 5 is full.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

EA Engineering gave Worcester County Public Works a cost estimate for Cell 6. EA used their experience from designing Cells 1 thru 5 and other landfills around the state to work up the estimate.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Cell 6 needs to have the design work done in FY26 so the construction can start in FY27. This will make Cell 6 available to Solid Waste by the fall of FY27 to start putting the fluff trash in the bottom of the cell. This time line will allow Cell 5 to reach capacity and move into Cell 6.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Public Works Solid Waste Division needs to move forward with the design and construction of Cell 6 to keep Worcester County from running out of landfill space.

CIP Project Name: Capping Cell 1

Project Director (Name & Title): David Candy, Superintendent, Solid Waste
Phone Number: 410-632-3177

Project Summary and Purpose: Capping and finalizing closure of Cell 1.

Project Location: Newark, MD

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: No

Is there a Federal or State mandate related to this project? If so, please elaborate: Yes, MDE. When landfill cells are full and have set for years to allow for settling, they must be covered (Capped) with an HDPE liner, 2' of soil and planted with grass.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? No

What is the useful life of the asset/project? Once a cell has been capped, it should stay capped forever.

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design				150,000				**150,000**
Land Acquisition								**0**
Site Work								**0**
Construction					8,000,000			**8,000,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**0**	**150,000**	**8,000,000**	**0**	**0**	**8,150,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees				150,000				**150,000**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds					8,000,000			**8,000,000**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**0**	**150,000**	**8,000,000**	**0**	**0**	**8,150,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Capping Cell 1

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Cell one was the first cell to be built at Central Site. It has given us alot of problems with washouts and leachate seeps. Grass cutting is another issue with all the holes and uneven slopes. Cell one will need to be closed in the same manner as Berlin, Pocomoke and Snow Hill as far as regrading and installing a cap system.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

By capping Cell 1 we will do away with issues that take alot of manpower to fix weekly and reduce leachate gneration. Capping Cell 1 will be another step towards keeping Central Site in compliance with MDE.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed by EA Engineering. EA did the original construction drawings for Cell 1.
We have no concerns with the estimate.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

We have added to FY29 and FY30 because of all the other projects that need to come before capping Cell 1.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The Cell 1 capping project is necessary but not critical, so waiting until FY29 and FY30 will work in with all of the other construction at Central Site.

CIP Project Name: Recreation Center - HVAC replacement

Project Director (Name & Title): Kelly Rados, Director Recreation & Parks
Phone Number: 410-632-2144 x2502

Project Summary and Purpose:
This project will include a complete replacement of the existing ground mounted packaged rooftop HVAC unites for the gym arena at the Recreation Center. The current gymnasium HVAC units are undersized and inadequate. They are 20 years old and past their useful life expectancy of 15 to 18 years.

Project Location: Worcester County Recreation Center, Public Landing Road, Snow Hill, MD 21863

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

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? General preventative maintenance and continued maintenance repairs

What is the useful life of the asset/project? 20 years

Will this project generate revenue? No

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								**0**
Land Acquisition								**0**
Site Work								**0**
Construction	138,600					1,386,000		**1,524,600**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**138,600**	**0**	**0**	**0**	**0**	**1,386,000**	**0**	**1,524,600**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds	138,600					1,386,000		**1,524,600**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**138,600**	**0**	**0**	**0**	**0**	**1,386,000**	**0**	**1,524,600**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Recreation Center - HVAC replacement

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project involves replacement of the two current ground mounted packaged rooftop units and incorporating a single zone variable air volume (supply and exhaust fan) control strategies on the same. This will require removal of each ground mounted packaged rooftop unit. The new units would incorporate variable frequency drives on the supply and exhaust air fans for a single zone variable air volume operations. The project had an analysis completed in 2018 including a detailed scope of the projects and recommendations.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

This project would benefit citizens that utilize the Recreation Center facility, addressing comfort complaints while attending and participating in Recreation programs and events. Not funding or delaying the project could result in decreased attendance and registration to programs and unsatisfactory working conditions to employees. Delaying the project would result in increased costs trying to maintain the current systems and overall increased project costs due to construction costs continuing to increase.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The cost estimate was provided by Gipe Associates, Inc. Consulting Engineers. Gipe provided an HVAC Systems Analysis in 2018 for this project. An updated cost estimate was provided two years ago based on actuals for construction similar to what is needed for the Recreation Center, including projections for increased construction. Last year we were advised to add an additional 5 to 10% for escalation that has occurred in the last year. We applied the same percentage increase for this year. Concerns with my estimate would be the continued costs of construction and materials.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The condenser coils on the outside HVAC units are in bad shape and were scheduled for replacement 6-7 years ago. $300,000 was earmarked, at the time, for the Recreation Center - HVAC improvements in assigned funds when the coil replacements were in the works. The work was never completed as pricing back to high. The units have now aged and are not worth spending $30-$40K per unit for replacement coils.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The current HVAC units are not able to maintain the temperatures in the gym arena. The existing cooling set point of 80 degrees is inappropriate for a multipurpose area of this size related to temperature/humidity performance. Prolonging the project will incur additional maintenance costs and overall increased project costs.

CIP Project Name: Replace Roof: Pocomoke Elementary School

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools
Phone Number: 410 632-5063

Project Summary and Purpose: Demolish existing and install new built-up roof at Pocomoke Elementary School (52,512 square feet). Existing roof at Pocomoke Elementary School is 30-years-old.

Project Location: Pocomoke Elementary School, 2119 Pocomoke Beltway, Pocomoke, MD. 21851

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State School Construction funding will be provided through the Interagency Commission on School Construction (IAC).

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? We anticipate decreased utility costs at Pocomoke Elementary School following completion of the project due to an improvement of the building envelope insulation characteristics. Ongoing maintenance has increased over recent years to address roof deficiencies; the maintenance requirements will be mitigated following installation of the new roof.

What is the useful life of the asset/project? 30-40 years.

Will this project generate revenue? No.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design	60,000					60,000		**120,000**
Land Acquisition								**0**
Site Work								**0**
Construction	3,139,000							**3,139,000**
Equipment/Furnishings								**0**
Other - Please Specify								**0**
TOTAL	**3,199,000**	**0**	**0**	**0**	**0**	**60,000**	**0**	**3,259,000**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match	1,555,000							**1,555,000**
State Loan								**0**
Assigned Funds	1,644,000					60,000		**1,704,000**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**3,199,000**	**0**	**0**	**0**	**0**	**60,000**	**0**	**3,259,000**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Replace Roof: Pocomoke Elementary School

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?
Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Pocomoke Elementary School roof. The deteriorating condition of the roof has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?
Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?
Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement project (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?
The Pocomoke Elementary School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?
As stated above, the Pocomoke Elementary School roof continues to deteriorate over time. The project is the third in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).

CIP Project Name: Buckingham Elementary School

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools
Phone Number: 410 632-5063

Project Summary and Purpose: A Feasibility Study for the Buckingham Elementary School project began in July 2022. The Study documented existing building, site and instructional deficiencies at Buckingham Elementary School and provided options to address those deficiencies. The Study, and construction of a replacement school on the existing site, was approved by the Worcester County Board of Education in January 2023 and by the Worcester County Commissioners in March 2023. Educational Specifications were completed in May 2023 and Conceptual Planning was completed in September 2023. Following State determination that the BES replacement school project was not eligible for State funding, a BES Workgroup was formed in May 2024. The Workgroup reviewed five options to move the project forward. The option to construct the BES replacement school followed by a Berlin Intermediate Replacement School project was approved by the Workgroup and will be presented to the Board of Education for approval on 9/17/24 and to the County Commissioners in October 2024. All information and costs on this form assume approval by the Board of Education and the Worcester County Commissioners and the successful execution of a Memorandum of Understanding between the Commissioners and the State.

Project Location: Buckingham Elementary School, 100 Buckingham Road, Berlin, MD. 21811

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State school construction funding will be requested through the Interagency Commission on School Construction (IAC) and the Maryland Stadium Authority (MSA- Built-To-Learn funding). Maximum State funding will be determined through MOU between the IAC and the County Commissioners.

Does this project qualify for IAC funding? If so, what is the status of the funding?: The preliminary State funding calculation for the project is $25,756,000, including BTL funding, pending BOE and Commissioner approval and execution of the MOU.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The Buckingham Elementary Replacement School project will provide more square footage than the existing 49,000 square feet. However, with energy efficiency elements included in the future design and new building systems requiring minimal maintenance costs, impact on general funds is not expected to rise significantly.

What is the useful life of the asset/project? 30-50 years

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete (FY 25)	Total Project Cost
EXPENDITURES								
Engineering/Design	1,776,782	562,520	358,656	358,656	60,466	50,306	631,826	**3,799,212**
Land Acquisition								**0**
Site Work		689,532	4,137,134	4,137,224	689,532			**9,653,422**
Construction		3,704,226	22,225,213	22,225,213	4,297,851			**52,452,503**
Equipment/Furnishings					1,780,881			**1,780,881**
Other - Please Specify: Construction Manage	83,547	676,263	1,348,008	1,348,008	224,661			**3,680,487**
TOTAL	**1,860,329**	**5,632,541**	**28,069,011**	**28,069,101**	**7,053,391**	**50,306**	**631,826**	**71,366,505**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match	1,860,329	394,671	11,277,000	11,277,000	947,000			**25,756,000**
State Loan								**0**
Assigned Funds						50,306	631,826	**682,132**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds		5,237,870	16,792,011	16,792,101	6,106,391			**44,928,373**
Other - Please Specify								**0**
TOTAL	**1,860,329**	**5,632,541**	**28,069,011**	**28,069,101**	**7,053,391**	**50,306**	**631,826**	**71,366,505**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Buckingham Elementary School

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The Buckingham Elementary School project began in July 2022 with the Feasibility Study. The Study, and the replacement school construction option, were approved by the Worcester County Board of Education in January 2023 and by the Worcester County Commissioners in March 2023. Educational Specifications were completed in May 2023 and Conceptual Planning was completed in September 2023. The BES Workgroup, IAC staff, BOE staff and the Project Architect developed and agreed to a total maximum square footage for the BES replacement school.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the Buckingham Replacement School project will provide current and future students, faculty and Buckingham Elementary parents and community with a complete upgrade to the existing 46-year-old facility.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. The current cost estimate is based upon the school maximum square footage determined by the State and the BOE. Estimated costs for Architectural/Engineering design, Construction Management and Construction Contracts are preliminary; none of these contracts have been negotiated, bid or signed.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Buckingham Elementary School project request timing is consistent with previous Board of Education and County Capital Improvement Programs.
Pending approval of the BES Workgroup recommendation by the BOE and Commissioners and execution of an MOU, executing design and construction of the BES replacement school project will determine the start of the Berlin Intermediate School replacement or renovation project.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Buckingham Elementary is a 46-year-old facility with aging structural/mechanical/electrical systems and five portable classrooms utilized for instructional space. Maintenance and repair costs will only increase as the building systems continue to age.

CIP Project Name: Berlin Intermediate School

Project Director (Name & Title): Vince Tolbert, Chief Financial Officer, Worcester County Public Schools
Phone Number: 410 632-5063

Project Summary and Purpose: Following State determination that the Buckingham Elementary replacement school project was not eligible for State funding, a BES Workgroup was formed in May 2024. The Workgroup reviewed five options to move the project forward. The option to construct the BES replacement school followed by a Berlin Intermediate Replacement School was approved by the Workgroup and will be presented to the Board of Education for approval on 9/17/24 and to the County Commissioners in October 2024. All information and costs on this form assume approval by the Board of Education and the Worcester County Commissioners and the successful execution of a Memorandum of Understanding between the Commissioners and the State for both projects.
Project Location: Berlin Intermediate School, 309 Franklin Avenue, Berlin, MD. 21811

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: State school construction funding will be requested through the Interagency Commission on School Construction (IAC). Maximum State funding (preliminarily $23,145,000) will be determined through the MOU between the IAC and the County Commissioners.

Does this project qualify for IAC funding? If so, what is the status of the funding?: The preliminary State funding calculation for the project is $23,145,000 pending BOE and Commissioner approval and execution of the MOU.

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? The Berlin Intermediate Replacement (or renovation) School project will provide more efficient square footage than the existing 101,000 sf facility. Also, with energy efficiency elements included in the future design and new building systems requiring minimal maintenance costs, impact on general funds should be lessened compared to those of the existing 54-year-old building.

What is the useful life of the asset/project? 30-50 years

Will this project generate revenue? No.

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES						(FY 25)		
Engineering/Design	601,195	2,316,786	246,131	151,895	473,508	39,014	474,435	**4,302,964**
Land Acquisition								**0**
Site Work					4,978,798		5,808,598	**10,787,396**
Construction					26,890,023		31,909,578	**58,799,601**
Equipment/Furnishings							2,017,014	**2,017,014**
Other - Please Specify: Constructio		94,624		511,474	1,644,180		1,918,218	**4,168,496**
TOTAL	**601,195**	**2,411,410**	**246,131**	**663,369**	**33,986,509**	**39,014**	**42,127,843**	**80,075,471**

SOURCES OF FUNDS						(FY 25)		
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match		2,027,000			10,133,500		10,984,500	**23,145,000**
State Loan								**0**
Assigned Funds	601,195	384,410	246,131	663,369		39,014		**1,934,119**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds					23,853,009		31,143,343	**54,996,352**
Other - Please Specify								**0**
TOTAL	**601,195**	**2,411,410**	**246,131**	**663,369**	**33,986,509**	**39,014**	**42,127,843**	**80,075,471**

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Berlin Intermediate School

Complete the following questions.

Project scope.
Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

Project scope will be determined through a Feasibility Study and Educational Specifications. Start date for these design commencement processes is dependent upon BIS design and construction dates to be included in the MOU between the IAC and the County Commissioners.

County benefit.
How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Completion of the Berlin Intermediate Replacement School project will provide current and future students, faculty and Berlin Intermediate parents and community with a complete upgrade to the existing 54-year-old facility.

Cost estimate (Must Be Provided).
How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. The current cost estimate is based upon the school maximum square footage determined by the State and the BOE. Estimated costs for Architectural/Engineering design, Construction Management and Construction Contracts are preliminary; none of these contracts have been negotiated, bid or signed.

CIP Timing.
If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Berlin Intermediate School project request timing is a new Board of Education and County Capital Improvement Program project initiated through negotiations with the IAC to secure funding for both the Buckingham Elementary and Berlin Intermediate projects..
Pending approval of the BES Workgroup recommendation by the BOE and Commissioners and execution of an MOU, executing design and construction of the BES replacement school project will determine the start of the Berlin Intermediate School replacement or renovation project.

Urgency.
Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Berlin Intermediate is a 54-year-old facility with aging structural/mechanical/electrical systems. Maintenance and repair costs will only increase as the building systems continue to age.

CIP Project Name: Wor-Wic Student Success and Wellness Center

Project Director (Name & Title): Jennifer Sandt, Vice President for Administrative Services
Phone Number: 410-334-2911

Project Summary and Purpose: A Student Success and Wellness Center is being proposed for design in FY 2028 and completion in FY 2030. This building will be a 50,000 to 80,000 square foot building. The building will include the student engagement and student club offices, as well as additional student success and support services office space. It will also include a multi-purpose gym, physical fitness equipment, locker rooms, several multi-purpose meeting rooms, the student engagement, SGA and student club offices, the dean of student success office, the offices of mental health services and disabilities services offices, athletic offices, events offices and the public safety department offices. Other rooms include food services concession/catering kitchen, the college bookstore, student lounges, and tutoring and study spaces. A multi-purpose outdoor field with a track is also included, as well as some roadway infrastructure. The college currently has a space deficit for offices, and student wellness and recreational space. This project is projected to cost $55 million and will be eligible for 75% state funding.

Project Location: Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?: Not that we are aware

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

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance? There are impacts to the college's operating budget, but not to the County's budget.

What is the useful life of the asset/project? 50 years

Will this project generate revenue? NA

	FY 26	FY 27	FY 28	FY 29	FY 30	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design			171,875					**171,875**
Land Acquisition								**0**
Site Work								**0**
Construction				3,437,500				**3,437,500**
Equipment/Furnishings					171,875			**171,875**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**171,875**	**3,437,500**	**171,875**	**0**	**0**	**3,781,250**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds			171,875	3,437,500	171,875			**3,781,250**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
Other - Please Specify								**0**
TOTAL	**0**	**0**	**171,875**	**3,437,500**	**171,875**	**0**	**0**	**3,781,250**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

CIP Project Name: Wor-Wic Student Success and Wellness Center

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

This project is included in our 10-Year Facilities Master Plan (Feb. 2019). According to our "space needs report" that is submitted to the State annually, we are deficit of square footage for the types of spaces that we'd like to incorporate into this building. The report shows a current deficit and then projects a 10-year deficit, as well. The half gym and fitness room in Guerrieri Hall is primarily used by the criminal justice students and is only available to students and employees for one hour per day. We are in need of a larger, more private area for student success and mental health services. Our student engagement (student activities) and student clubs are in need of dedicated spaces. There will also be opportunities available to the public.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Worcester County residents who attend Wor-Wic will benefit from the building. Some of our student service offices will move to the building to provide an improved experience for students. There will be an increase in student clubs and recreational offerings, which will help to recruit and retain students by providing more events/activities to students outside of their classes. Mental health and well-being are vital to student success/retention and this building will provide the opportunity to expand/improve services. The building will also house meeting space, study space and recreation space. There will also be opportunities open to the public and an increase in external events.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

The estimate is based upon a doller per square foot provided by Whiting-Turner. We are working on the submission to the State, which is due in March 2025, and we will reassess our estimate at that time.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

WOR-WIC
COMMUNITY COLLEGE

32000 CAMPUS DR
SALISBURY MD 21804
410-334-2800
worwic.edu

September 12, 2024

Mr. Weston Young
Chief Administrative Officer
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

Dear Weston,

Attached you will find Wor-Wic Community College's 10-Year Capital Improvement Program (CIP) 2025-2034, adopted by the college's board of trustees today, Thursday, September 12, 2024.

An expansion of our existing Maintenance Building is being proposed for design in FY 2026 and completion in FY 2027. The 6,000+ square foot expansion will include additional office space, central storage space for college-wide needs, storage for college vehicles and equipment, and vehicle repair space. The college is in deficit of these spaces, as indicated in our space needs report that is submitted to the State on an annual basis. This project is projected to cost $4.75 million and will be eligible for 75% state funding. The college will fund the local share of this project, as approved by its board of trustees on October 5, 2023.

A Student Success and Wellness Center is being proposed for design in FY 2028 and completion in FY 2030. This building will be a 50,000 to 80,000 square foot building. The building will include offices for several departments reporting to the dean of student success, including student engagement, mental health services counseling, disabilities services counseling, judicial services, and the dean's office. Additional offices/suites are planned for the public safety, events and athletics departments. We also envision the building to include a multi-purpose gym, physical fitness equipment, locker rooms, several multi-purpose meeting rooms with a stage for performances, a food services/concession space, the college bookstore, an esports arena, and conference rooms. Comfortable and collaborative spaces designed for students to study, relax and socialize, such as lounges, study zones, a meditation/religious observance room, rooms for student clubs and the food pantry, will also be included. An outdoor multi-purpose athletic field with a track and a field house are also planned as part of the project. The college will need to redesign at least one roadway and some parking areas as part of this project. The college currently has a space deficit for offices, and student wellness and recreational spaces. The new building, field and roadway work is projected to cost $55 million and will be eligible for 75% state funding. The college is submitting a Capital Improvement Plan request to Worcester and Wicomico Counties for consideration for the 25% local share of the project.

BOARD OF TRUSTEES

Russell W. Blake

Andrew W. Booth

Kimberly C. Gillis

Morgan Hazel

Martin T. Neat

Anna G. Newton

Lorraine Purnell-Ayres

PRESIDENT

Deborah Casey, Ph.D.

If we can answer any questions regarding the 10-Year Capital Improvement Plan, please feel free to contact me or Deb Casey, President.

Sincerely,

Jennifer Sandt

Jennifer Sandt
Vice President for Administrative Services

Attachment
Cc: Lynn Wright
Kim Reynolds

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	FY 2025 STATE	FY 2025 WIC	FY 2025 WOR	FY 2026 STATE	FY 2026 WIC	FY 2026 WOR	FY 2026 COLLEGE
MAINTENANCE BUILDING EXPANSION							
Design, CM Preconstruction				375,000	0	0	125,000
Construction, CITS				1,312,000	0	0	438,000
Furniture and Equipment							
TOTAL	0	0	0	1,687,000	0	0	563,000
STUDENT SUCCESS & WELLNESS CENTER							
Design, CM Preconstruction							
Construction, CITS							
Furniture and Equipment							
TOTAL	0	0	0	0	0	0	
GRAND TOTAL	0	0	0	1,687,000	0	0	

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	FY 2027 STATE	WIC	WOR	COLLEGE	FY 2028 STATE	WIC	WOR	FY 2029 STATE	WIC	WOR
MAINTENANCE BUILDING EXPANSION										
Design, CM Preconstruction										
Construction, CITS	1,312,000	0	0	438,000						
Furniture and Equipment	563,000	0	0	186,000						
TOTAL	1,875,000	0	0	624,000	0	0	0	0	0	0
STUDENT SUCCESS & WELLNESS CENTER										
Design, CM Preconstruction					1,875,000	453,125	171,875			
Construction, CITS								37,500,000	9,062,500	3,437,500
Furniture and Equipment										
TOTAL	0	0	0		1,875,000	453,125	171,875	37,500,000	9,062,500	3,437,500
GRAND TOTAL	1,875,000	0	0		1,875,000	453,125	171,875	37,500,000	9,062,500	3,437,500

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	FY 2030 STATE	FY 2030 WIC	FY 2030 WOR	FY 2031 STATE	FY 2031 WIC	FY 2031 WOR	FY 2032 STATE	FY 2032 WIC	FY 2032 WOR
MAINTENANCE BUILDING EXPANSION									
Design, CM Preconstruction									
Construction, CITS									
Furniture and Equipment									
TOTAL	0	0	0	0	0	0	0	0	0
STUDENT SUCCESS & WELLNESS CENTER									
Design, CM Preconstruction									
Construction, CITS									
Furniture and Equipment	1,875,000	453,125	171,875						
TOTAL	1,875,000	453,125	171,875	0	0	0	0	0	0
GRAND TOTAL	1,875,000	453,125	171,875	0	0	0	0	0	0

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	FY 2033 STATE	FY 2033 WIC	FY 2033 WOR	FY 2034 STATE	FY 2034 WIC	FY 2034 WOR	TOTAL STATE	TOTAL WIC	TOTAL WOR
MAINTENANCE BUILDING EXPANSION									
Design, CM Preconstruction							375,000	0	0
Construction, CITS							2,624,000	0	0
Furniture and Equipment							563,000	0	0
TOTAL	0	0	0	0	0	0	3,562,000	0	0
STUDENT SUCCESS & WELLNESS CENTER									
Design, CM Preconstruction							1,875,000	453,125	171,875
Construction, CITS							37,500,000	9,062,500	3,437,500
Furniture and Equipment							1,875,000	453,125	171,875
TOTAL	0	0	0	0	0	0	41,250,000	9,968,750	3,781,250
GRAND TOTAL	0	0	0	0	0	0	44,812,000	9,968,750	3,781,250

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	TOTAL COLLEGE	GRAND TOTAL
MAINTENANCE BUILDING EXPANSION		
Design, CM Preconstruction	125,000	500,000
Construction, CITS	876,000	3,500,000
Furniture and Equipment	186,000	749,000
TOTAL	1,187,000	4,749,000
STUDENT SUCCESS & WELLNESS CENTER		
Design, CM Preconstruction		2,500,000
Construction, CITS		50,000,000
Furniture and Equipment		2,500,000
TOTAL	0	55,000,000
GRAND TOTAL	1,187,000	59,749,000

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: October 8, 2024
RE: PSC to review US Wind application

The Maryland Public Service Commission (PSC) is accepting comments on US Wind's application to revise and expand its offshore wind project off Maryland's coast. According to the PSC, in the initial offshore wind rounds US Wind was awarded offshore wind renewable energy credits (ORECs) to support projects of more than 1,056 MW. In what is known as a Revised Round 2 proceeding, US Wind seeks authority for a 1,710 MW build-out of its entire federal lease area. According to a release from the commission, 840 MW is proposed for OREC Round 1 and 870 MW is proposed for OREC Round 2. This new combined project increases the total capacity of US Wind's Maryland offshore wind portfolio by more than 600 MW, and absorbs the capacity left over when Skipjack Offshore Energy, LLC relinquished the ORECs it had been awarded in the first two rounds.

In its review of US Wind's application, the PSC will evaluate the project's environmental, health, and economic benefits, as well as the bill impacts to Maryland utility ratepayers. Comments are being accepted until Nov. 1. We recommend submitting a letter expressing local concerns.

MARYLAND'S Coast WORCESTER COUNTY

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

TO: Worcester County Commissioners
FROM: Public Information Officer Kim Moses
DATE: October 8, 2024
RE: Recapping Worcester County's Hurricane Helene Relief Efforts

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At the commissioners' October 1, 2024 meeting, Commissioner Abbott urged the county to take part in Hurricane Helen relief efforts that were being spearheaded by Sara Chapman[1], owner of Eastern Shore Lanes in Pocomoke. The next morning, staff met with Chapman to learn about the project and determine how Worcester County Government (WCG) could help. Following that meeting, multiple WCG departments partnered to set up drop boxes and utilized both traditional and social media outlets to invite the public to donate food, medicine, and other vital supplies from October 2-4.

WCG collection sites included the government center and recreation center in Snow Hill and the Berlin, Ocean Pines, and Snow Hill branch libraries. County Administration, Tourism & Economic Development, Recreation & Parks, the Library, and Information Technology shared information about the drive across all County social media platforms. In under two days, County employees and residents flooded donation sites with pre-packaged, ready-to-eat food, water, diapers, baby wipes, first aid supplies, over-the-counter medicines, pet food, shovels, crowbars, five-gallon buckets packed with tools, and other necessities.

Maintenance Division Superintendent Mike Hutchinson and his staff coordinated the pickup and delivery of all collected items. Friday afternoon, Troy Waidner, David Drukarov, and Joe Duff loaded donations from each of the five collection sites onto their 16-foot box trailer and a work van. Saturday morning, Jeremy Brandow and Jeff Bradford delivered and unloaded the donations. These donations totaled roughly 883 cubic feet. It took three county staff and nearly 20 volunteers just under forty-five minutes to unload both County vehicles.

WCG was one of many organizations across Delmarva that partnered with Eastern Shore Lanes. To provide perspective on the enormity of the overall operation, on Saturday dozens volunteered to accept, sort, and load donations onto 10 tractor trailers. Those vehicles left Pocomoke that night and arrived Sunday in McDowell County, North Carolina, where the supplies are benefiting residents of all ages, many of whom lost everything and are residing in emergency shelters.

Attachments: photos (tractor trailer photos provided courtesy of Chapman)

[1] Chapman and Human Resources Specialist Kelly Brinkley worked directly with McDowell County Emergency Services to identify items of greatest need.

Hurricane Helene Relief Efforts October 2024

MARYLAND'S Coast
WORCESTER COUNTY

Worcester County Government Partnered With Eastern Shore Lanes To Provide Emergency Relief To McDowell County, North Carolina

Worcester County Collection Sites

Worcester County Recreation & Parks

Snow Hill Branch Library

MARYLAND'S Coast WORCESTER COUNTY

Ocean Pines Branch Library

Berlin Branch Library

Worcester County Government Center

MARYLAND'S Coast WORCESTER COUNTY

Maintenance Division Staff Load Donations Friday, October 4

Maintenance Division and Volunteers Unload Donations Saturday, October 5

MARYLAND'S Coast WORCESTER COUNTY

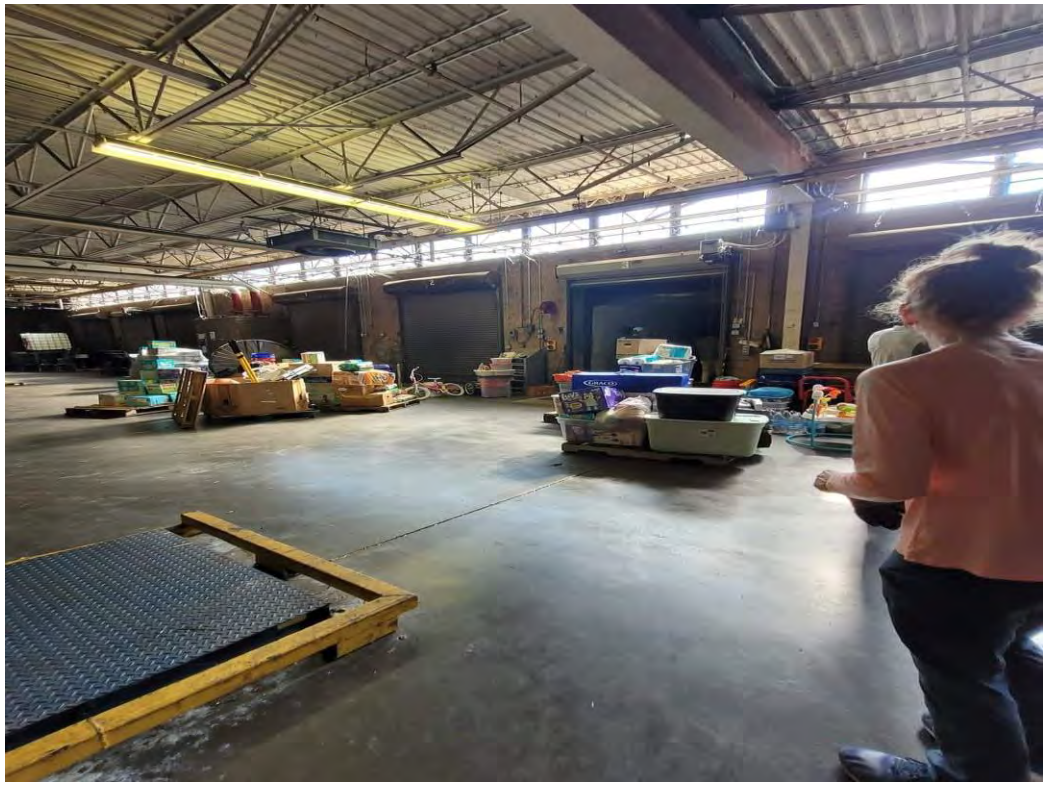
PREMIER
THE EXCEPTIONAL LIGHT BEER
FOUR 6-PACKS OF 12 FL. OZ. BOTTLES
Corona
PREMIER
THE EXCEPTIONAL LIGHT BEER
90
2.6

GAMES
Premier Protein
Premier Protein

MARYLAND'S Coast WORCESTER COUNTY

Enough donations to fill 10 tractor trailers arrive at Eastern Shore Lanes from multiple individuals and organizations across Delmarva

Ten Tractor Trailers Arrive in McDowell County Sunday, October 6



To view additional photos and videos of overall relief operations, visit www.facebook.com/easternshorelanespocomoke

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

COMMISSIONERS
Anthony W. Bertino, Jr., PRESIDENT
Madison J. Bunting, Jr. Vice PRESIDENT
Caryn Abbott
Theodore. Elder
Eric J. Fiori
Joseph. Mitrecic
Diana Purnell

OFFICE OF THE
COUNTYCOMMISSIONERS
Worcester County
GOVERNMENT CENTER
ONEWEST MARKET STREET• ROOM 1103
SNOW HILL, MARYLAND
21863-1195

WESTONS. YOUNG, P.E.
CHIEF ADMINISTRATIVEOFFICER
CANDACEI. SAVAGE
DEPUTY ADMINISTRATIVE OFFICER
ROSCOER. LESLIE
COUNTY ATTORNEY

October 7, 2024

To: Worcester County Commissioners
From: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2024

President Bertino – **You have Three (3) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – **Resigned** - Commission for Women

Commissioner Purnell – You have One (1) position open:

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

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

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Abbott – **You have One (1) position open:**

- Kathleen Palmer – **Resigned** – Commission for Women

Commissioner Mitrecic – You have One (1) position open:

- Bill Paul – **Resigned** – Building Code Appeals Board

Commissioner Elder - You have filled all your positions, Thank you!

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-
4– Terms Expiring Dec. 2023-attached summary in open session
1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) Replacement available, see attachment.

(2) -Local Development Council for the Ocean Downs Casino-
2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

(3) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member vacancy available. Delegate Hartman has two recommendations.

(4) - Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler

(3 - Total): Commission for Women:

(3) Resigned -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott) -

Resigned

There are available appointments for the Nursing, Counselor & Therapist State Board - non professionals, consumers needed.

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions:
1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

Member's Name	Representing	Years of Term(s)
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

Updated: May 16, 2023
Printed: May 24, 2023

AGRICULTURAL RECONCILIATION BOARD

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions:
- All members must be County residents
- Two Members chosen from nominees of Worcester County Farm Bureau
- One Member chosen from nominees of Worcester County Forestry Board
- Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
- Jennifer Keener (410-632-1200)

County Agricultural Extension Agent - As Consultant to the Board
- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

Member's Name	Nominated By	Ag/Forest Industry	Resides	Years of Term(s)
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

Michael Beauchamp (00-06)
Phyllis Davis (00-09)
Richard G. Holland, Sr. (00-12)
Rosalie Smith (00-14)
Betty McDermott *(09-17)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: $100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 **Resigned**
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

Name	Representing	Years of Term(s)
	At-Large Members	
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27
	Ex-Officio Members	
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

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

Updated: January 16,2024
Printed: October 7, 2024

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

Prior Members: Since 2004

Vince Gisriel
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birckhead
Sharon DeMar Reilly
Lisa Gebhardt
Jenna Miller
Dick Stegmaier
Paul Ford
Megan Griffiths
Ed Barber
Eloise Henry-Gordy
Lt. Lee Brumley
Ptl. Noal Waters
Ptl. Vicki Fisher
Chief John Groncki
Chief Arnold Downing
Frank Pappas
Captain William Harden
Linda Busick (06-10)
Sheriff Chuck Martin
Joel Todd
Diane Anderson (07-10)
Joyce Baum (04-10)
James Yost (08-10)
Ira “Buck” Shockley (04-13)
Teresa Fields (08-13)
Frederick Grant (04-13)
Doris Moxley (04-14)
Commissioner Merrill Lockfaw
Kelly Green (08-14)
Sheila Warner - Juvenile Services
Chief Bernadette DiPino - OCPD
Chief Kirk Daugherty -SHPD
Mike Shamburek - Hudson Health
Shirleen Church - BOE
Tracy Tilghman (14-15)
Marty Pusey (04-15)
Debbie Goeller
Peter Buesgens
Aaron Dale

Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)
Rev. Bill Sterling (13-17)
Kat Gunby (16-18)
William McDermott
Sheriff Reggie Mason
Colleen Wareing (*06-19)
Rev. Matthew D’Amario(*18-21)
Donna Nordstron *(19-21)
Jennifer LaMade (*12-22)
Jaclyn Sturgis (*22-23)
Tina Simmons (21-24)
Spencer Lee Tracey Ex-Officio
Trudy Brown Ex-Officio
Burton Anderson Ex-Officio
William Gordy Ex-Officio
Judge Gerald Purnell Ex-Officio
Donna Bounds Ex-Officio
Jessica Sexauer

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: $100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

Member's Name	Nominated By	Resides	Years of Terms(s)
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

Phyllis Mitchell
William Lynch
Art Rutter
William Buchanan
Christina Alphonsi
Elsie Purnell
William Freeman
Jack Dill
Elbert Davis
J. D. Quillin, III (90-96)
Ted Ward (94-00)
Larry Duffy (90-00)
Patricia McMullen (00-02)
William Merrill (90-01)
Debbie Rogers (92-02)
Wardie Jarvis, Jr. (96-03)
Albert Bogdon (02-06)
Jamie Rice (03-07)
Howard Martin (08)
Marlene Ott (02-08)
Mark Frostrom, Jr. (01-10)
Joseph McDonald (08-10)
Sherwood Brooks (03-12)
Otho Mariner (95-13)
Becky Flater (13-14)
Ruth Waters (12-15)
John Glorioso (*06-19)
Sharon Teagle (00- 20)
Davida Washington (*21-21)
Donna Dillion (08-22)
C.D. Hall 10-22
Chase Church (*19-22)
Jake Mitrecic (15-21)

* = Appointed to fill an unexpired term

Updated December 5, 2023
Printed: December 6, 2023

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey [c]	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan [c]	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting [c]	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

Prior Members: Since 2009

J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [c] (09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)
Todd Ferrante [c] (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr.[c] (09-18)
Ron Taylor [c] (09-14)
James Rosenberg (09-19)
Rod Murray [c] (*09-19)
Gary Weber (*19-21)
Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)

* = Appointed to fill an unexpired term/initial terms staggered
[c] = Charter Member

Updated: May 7, 2024
Printed: May 14, 2024

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
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
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):

Name	Resides/Agency	Term	Representing
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates
Charles Nicholson (98-00)
Gene Theroux (97-00)
Jackie Gordon (98-00)
Caren French (97-01)
Jack Smith (97-01)
Linda Busick (98-02)
Edward Lee (97-03)
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)
Bruce Morrison (05-08)
Margaret Dennis (08-12)
Ted Doukas (03-13)
Diana Nolte (06-14)
John Ostrander (07-15)
Craig Davis (13-17)
Donna Weaver (08-17)
Geoffrey Failla (15-18)
Melanie Pursel (18-*20)
Ivy Wells (20-21)(21-public appt.)
Jason Cunha (*16-23)

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: December 5, 2023
Printed: August 26, 2024

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 (410-632-1365)

Current Members:	Representing:	Term:
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

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 Yenney (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)
Richard Thompson (*18-21alt)
Arlene Page 18-23

* = Appointed to fill an unexpired term

Updated: July 19, 2024
Printed: July 19, 2024

WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: $100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

Member's Name	Resides	Years of Term(s)
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

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

[C] = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

Updated November 21, 2023
Printed: November 27, 2023

WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: $100.00/Meeting

Meetings: Monthly

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

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

Current Members:

Member's Name	Resides/Ratepayer of	Terms (Years)
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly[c] (93-96)
John Mick[c] (93-95)
Frank Gunion[c] (93-96)
Carolyn Cummins (95-99)
Roger Horth (96-04)
Whaley Brittingham[c] (93-13)
Ralph Giove[c] (93-14)
Chris Smack (04-14)
Andrew Delcorro (*14-19)

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: Coleen Colson, Chair and , Laura Morrison, Co-Chair
Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 **Resigned**
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26 **Resigned**
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 **Resigned**
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27

Prior Members: Since 1995

Ellen Pilchard[c] (95-97)
Helen Henson[c] (95-97)
Barbara Beaubien[c] (95-97)
Sandy Wilkinson[c] (95-97)
Helen Fisher[c] (95-98)
Bernard Bond[c] (95-98)
Jo Campbell[c] (95-98)
Karen Holck[c] (95-98)
Judy Boggs[c] (95-98)
Mary Elizabeth Fears[c] (95-98)
Pamela McCabe[c] (95-98)
Teresa Hammerbacher[c] (95-98)
Bonnie Platter (98-00)
Marie Velong[c] (95-99)
Carole P. Voss (98-00)
Martha Bennett (97-00)
Patricia Ilczuk-Lavanceau (98-99)
Lil Wilkinson (00-01)
Diana Purnell[c] (95-01)
Colleen McGuire (99-01)
Wendy Boggs McGill (00-02)
Lynne Boyd (98-01)
Barbara Trader[c] (95-02)
Heather Cook (01-02)
Vyoletus Ayres (98-03)
Terri Taylor (01-03)
Christine Selzer (03)
Linda C. Busick (00-03)
Gloria Bassich (98-03)
Carolyn Porter (01-04)
Martha Pusey (97-03)
Teole Brittingham (97-04)
Catherine W. Stevens (02-04)
Hattie Beckwith (00-04)
Mary Ann Bennett (98-04)
Rita Vaeth (03-04)

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

Updated: February 6, 2024
Printed: July 5, 2024

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

TO: *The Salisbury Daily Times* and *OC Today Dispatch Group*
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: October 9, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on October 3, 2024 and October 10, 2024. Thank you.

NOTICE OF PUBLIC HEARING
FOR AGRICULTURAL EASEMENT ACQUISITION
WORCESTER COUNTY COMMISSIONERS

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:

1. Guy, Larry Dean and Deborah, TM 99, P 27; Hall Road, Pocomoke City; 96.75 acres
2. Maddux, Percy, S., TM 91, P 59; New Bridge Road; 144.92 acres
3. Maddux, Percy S., TM 99, P 49; 1226 Colona Road, Pocomoke City; 130.02 acres

PUBLIC HEARING

The public hearing on these applications will be held on
TUESDAY, October 15, 2024 at 10:30 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

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 . Questions may be directed to Katherine Munson, Planning Manager, by calling (410) 632-1220, extension 1302 or email at kmunson@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

MARYLAND'S Coast WORCESTER COUNTY

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

Memorandum

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

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

Subject: **Public Hearing for Proposed FY 25/36 MALPF Easement Applications**
Public Hearing Applicant Listing and Maps

Date: 10/7/24

The County Commissioners approved a Public Hearing for the FY 25/26 Funding Cycle at their meeting on September 3, 2024. Attached with Ms. Munson's memo is a tabulation of the FY25/26 MALPF applications and maps showing the location of the properties relative to protected lands, county zoning, and the *Comprehensive Plan's* Land Use Plan designations.

The Commissioners may approve the recommendations of the Land Preservation Advisory Board to forward all 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 easements so it would be very beneficial to have at least all three (3) of our vetted and recommended properties sent up to the state for potential easement funding. As we noted on the advertisement memo, conservation easement funding was combined for a single funding cycle for FY 25/26 due to state budget cuts to the program.

The Worcester County Agricultural Land Preservation Advisory Board reviewed the applications on June 25, 2024 and unanimously recommended that all three (3) be forwarded to MALPF for appraisal. The Planning Commission also reviewed the applications and determined on July 3, 2024 that all applications are compatible with existing county plans and policy and recommended approval to the Worcester County Commissioners.

Staff is respectfully recommending that the Commissioners send all three (3) 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.

Enclosures

1. Memo from Katherine Munson
2. Maps
3. Applicant Listing

cc: Katherine Munson

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 AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planning Manager

Subject: FY 25/26 MALPF Application Review KM

Date: September 30, 2024

The following three (3) applications to sell an easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in Worcester County have been received by the county for the FY 25/26 funding cycle and approved by the Worcester County Agricultural Land Preservation Advisory Board:

1. Guy, Larry Dean and Deborah, TM 99, P 27; Hall Road, Pocomoke City; 96.75 acres
2. Maddux, Percy, S., TM 91, P 59; New Bridge Road; 144.92 acres
3. Maddux, Percy S., TM 99, P 49; 1226 Colona Road, Pocomoke City; 130.02 acres

Please note that FY25 and FY26 have been combined into one funding cycle by MALPF due to anticipated drop in funding in both fiscal years. The FY25 capital budget for MALPF is $36,493,015 ($24,493,015 State funds and $12,000,000 county matching funds). This is a $58,204,818 decrease in funds from the FY24 budget. The projected FY26 capital budget for MALPF is $45,963,733.

For the applicants to be eligible to sell an easement to MALPF, their applications must be approved by the Worcester County Agricultural Land Preservation Advisory Board, recommended for approval by the Worcester County Planning Commission, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

Enclosed please find three (3) aerial images, and three (3) maps showing the location of the applicant properties relative to protected lands, county zoning, and the 2006 land use plan. Two versions of a table summarizing information for each application is also included. **One table contains confidential bid and ranking information** and should not be shared with the public. A table with this information removed has been provided for public review.

All of the applications meet the minimum requirements of the MALPF Program.

Please note that each county uses a ranking system for MALPF easement sale applications, approved by both the county commissioners and the MALPF board. The application ranking prioritizes offers to landowners made by MALPF. **Applicant ranking order is confidential, by state law, until after offers are made.** Specific applicant ranking, or applicant bids, can be discussed in closed session only.

The Worcester County Agricultural Land Preservation Advisory Board reviewed the applications June 25, 2024 and **unanimously recommended that all three applications be forwarded to MALPF for appraisal**.

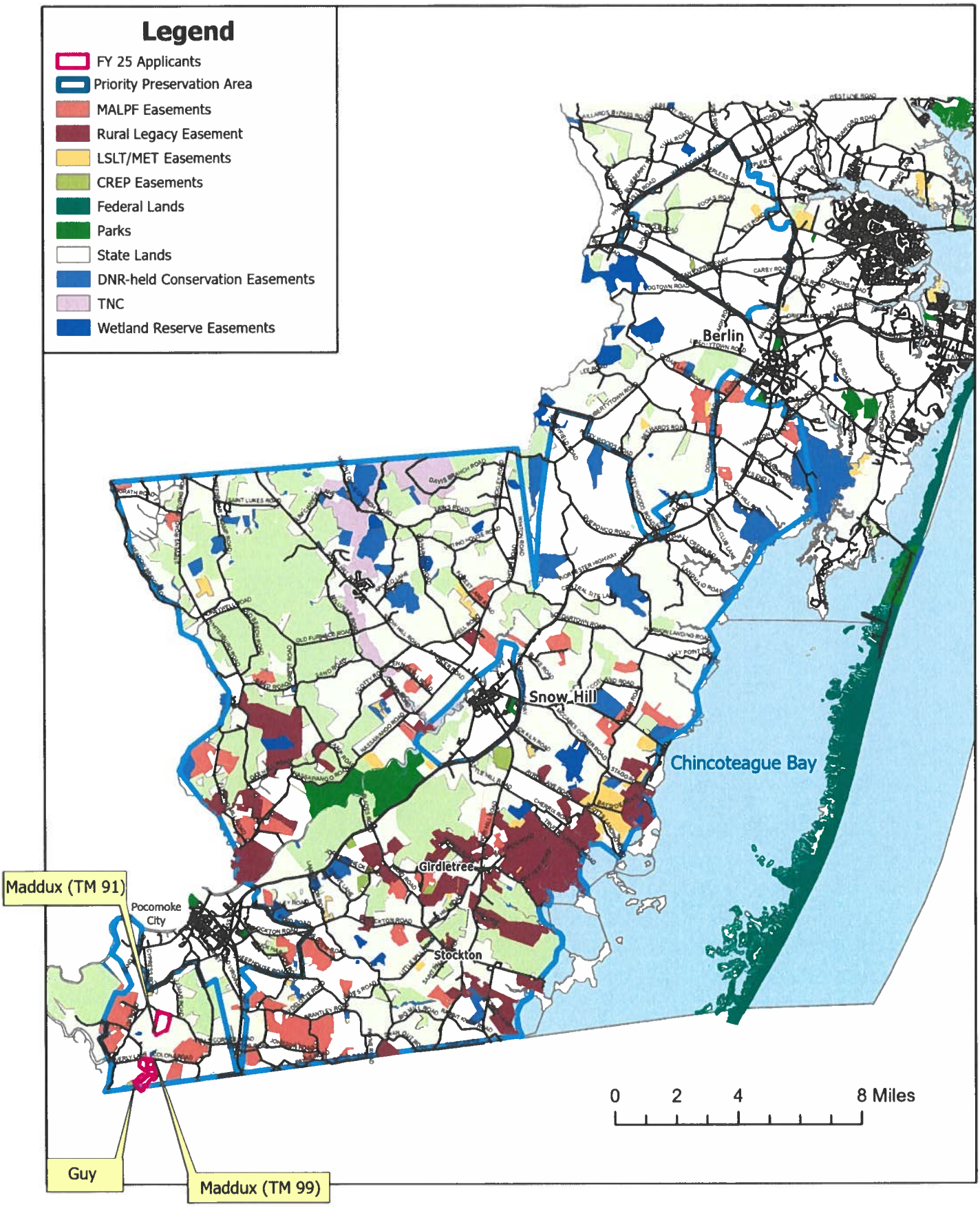
The Planning Commission determined on July 3, 2024 that all applications are compatible with existing county plans and policy and recommended approval to the Worcester County Commissioners.

The commissioners may elect to limit the number of properties considered for easement purchase (cutting off lowest ranking applications), or may elect to send all FY25/26 applications to MALPF for consideration. Because there are so few applications, we recommend that all three be submitted to MALPF for consideration.

A drafted letter to MALPF is attached to be completed and signed following the public hearing.

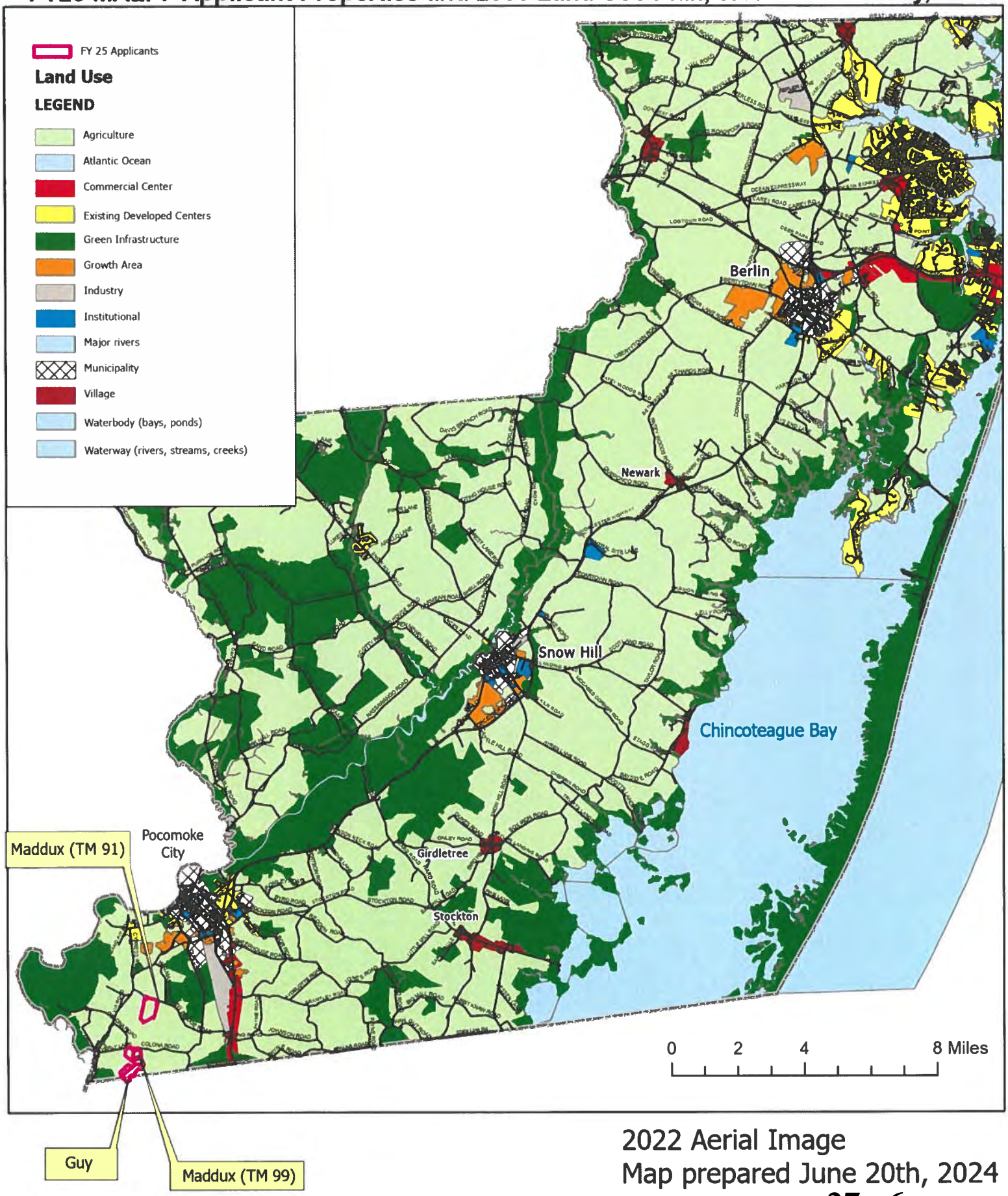
Thank you for your attention to this matter.

FY25 MALPF Applicant Properties and Protected Lands, Worcester County, MD



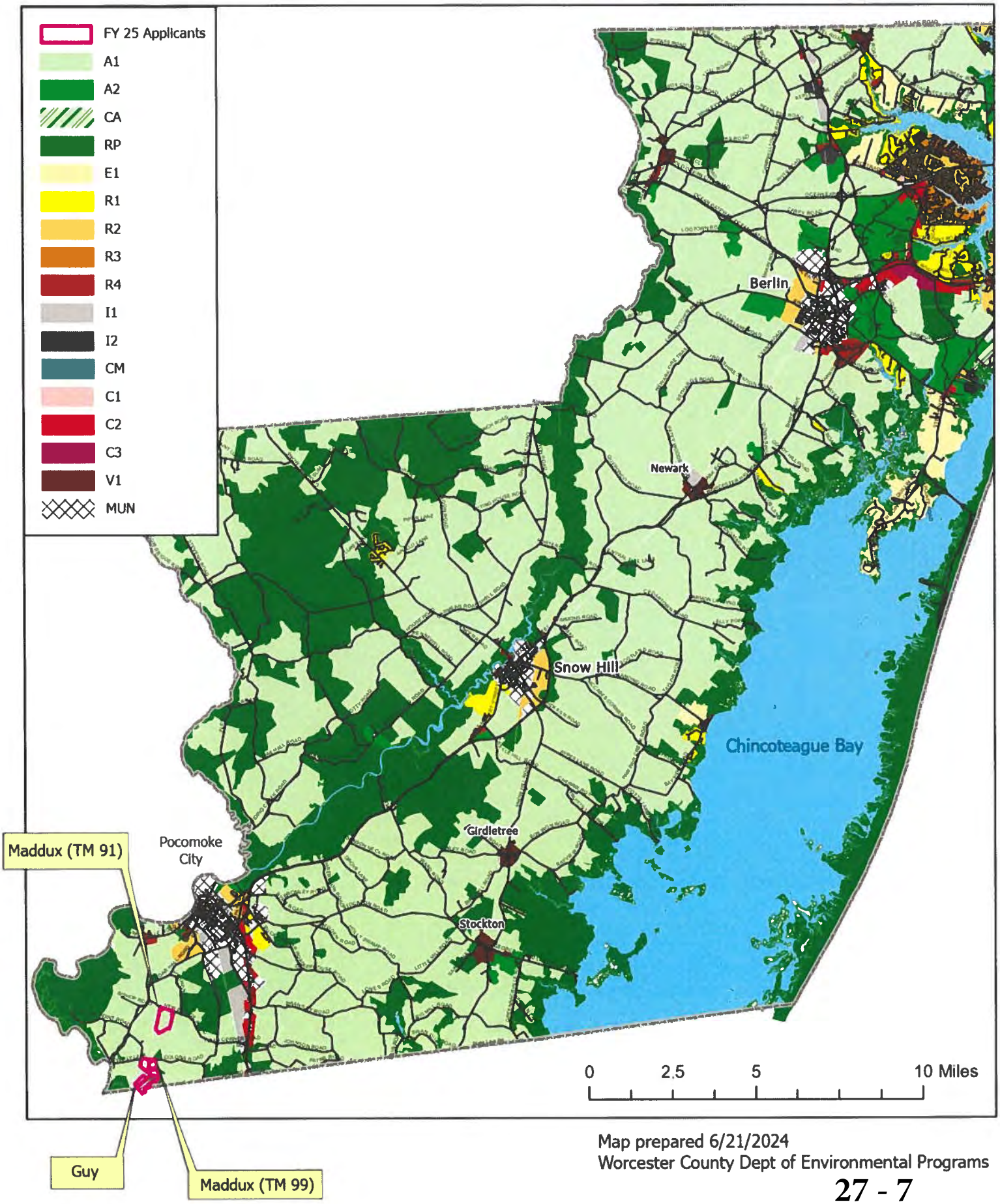
Map prepared 6/21/2024
Worcester County Dept of Environmental Programs

FY25 MALPF Applicant Properties and 2006 Land Use Plan, Worcester County, MD



2022 Aerial Image
Map prepared June 20th, 2024

FY25 MALPF Applicant Properties and Zoning, Worcester County, MD



Map prepared 6/21/2024
Worcester County Dept of Environmental Programs

ITEM 27

FY2025 MALPF Applicant
Larry D. and Deborah Guy
TM 99, Parcel 27
96.75 acres

Soils Index: 44
86% Class I, II and III soils

0 0.075 0.15 0.3 Miles

Map prepared September 6, 2024
2022 Aerial Image

FY 2025 MALPF Applicant
Percy Madduix
New Bridge Road, Pocomoke City
Tax Map 91, Parcel 59
144.92 acres

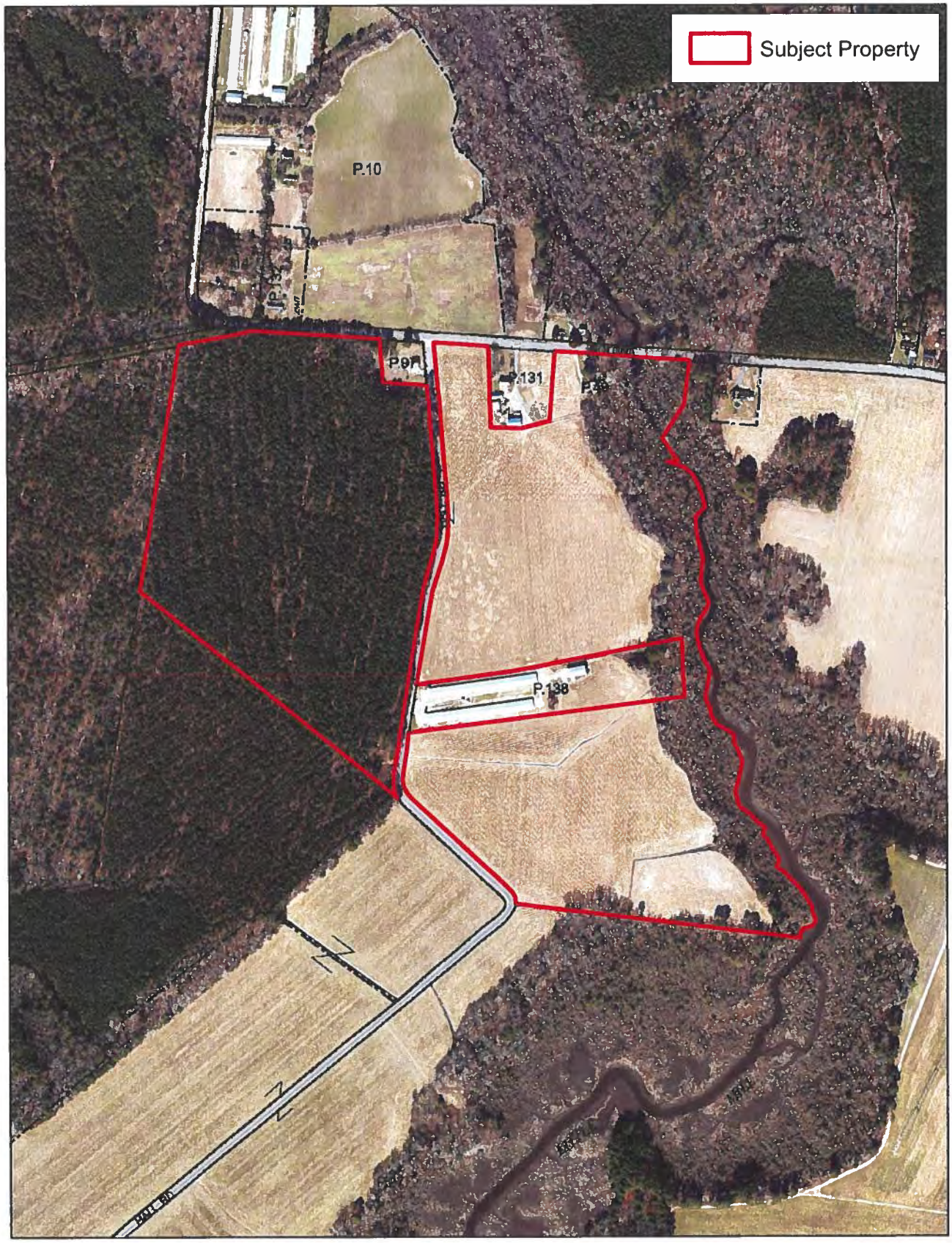
Soils index: 55
91% Class I, II and III soils

0 0.1 0.2 0.4 Miles

Map prepared September 6, 2024

FY 2025 MALPF Applicant
Percy Maddux
Hall Road, Pocomoke City
Tax Map 99, Parcel 49
130.02 acres

Soil index 49.9
81% Class I, II, III soils



0 0.075 0.15 0.3 Miles

Map prepared September 6, 2024

FY25/FY26 MALPF Applications (No Ranking)

Landowner name	TM	P	Acres	Address	Development Rights to be Extinguished	Lot option selected	% class I, II, III soils	Reapplication
Guy	99	27	96.8	Hall Road	9	unrestricted subdividable	86%	yes
Maddux, Percy, S., TM 91, P 59	91	59	144.92	New Bridge Road	2	unrestricted subdividable	91%	no
Maddux, Percy S., TM 99, P 49	99	49	130.02	1226 Colona Road	5	unrestricted subdividable	81%	no
Total Acres			**371.7**					

Average Bid/acre (FY20) $2,662.73
Average Bid/acre (FY21) $2,489.67
Average Bid/acre (FY22) $2,281.25
Average Bid/acre (FY23) $2,675
Average Bid/acre (FY24) $4,038.64

Average offer/acre (FY 20) $2,325
Average offer/acre (FY 21) $2,680
Average offer/acre (FY 22) $2,333
Average offer/acre (FY23) $2,200
Average offer/acre (FY24) $2,406

9/30/2024