

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>

June 20th, 2023

	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, requests to hire Roads Worker, Transfer Station Attendant, Human Resources Specialist and certain personnel matters with human resources, receiving legal advice, 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 June 6, 2023	
10:02 - Commendations (Years of Service)	1
10:05 - Consent Agenda (Jail Mental Health MOU, Request to Bid Recycling Center Concrete Pad, Coastal Bays In-kind Match, SWM Contract Renewal, BOE Transmittal Schedule)	2-6
10:06 - Chief Administrative Officer: Administrative Matters (BOE FY24 Revised Budget, BOE Grant Request, FY24 Solid Waste Budget, FY24 WWW Budget, POS Annual Program, ARPA Fire EMS Requests, Pocomoke Grant Request, Request to Purchase Jail Camera System, FY24 Environmental Programs Fees, Board Appointments)	7-16
10:30 - Rezoning Case 441	17
10:35 - Multi-family in C-3 Bill 23-05	18
10:40 - Water and Sewerage Amendment St. Martins by the Bay	19
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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DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

June 6, 2023

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. Topics discussed and actions taken included the following: a personnel update, hiring David Bozman as a transfer station attendant and Andrew Timko as a plant operator trainee, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including:

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

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Davida Washington of Development Review and Permitting 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 May 9, 2023 budget work session and May 16 meeting as presented.

The commissioners presented a proclamation to Department of Social Services professionals recognizing June 2023 as Elder Abuse Awareness Month and June 15 as Elder Abuse Awareness Day in Worcester County.

The commissioners presented commendations to middle and high school students involved in the SkillsUSA program at Worcester Technical High School (WTHS) who placed first in their fields during the 2023 Skills USA Maryland State Championships in Baltimore. These students include Yurani Vargas Francisco in the Pastry Arts category; Christofer Villarreal in the Computer Programming category; Ashley Carcamo-Diaz in the Health Occupations Professional Portfolio category; Briggs Pugner and David Janney in the Mobile Robotics Technology category; Cecilia Diehlmann and Catrina Donmoyer in the Mobile Robotics

Technology middle school category; Mia Cropper, Kayden Hamby, and Jacob Payne in the Occupational Health and Safety – Single category; Aaliyah Drummond in the Pin Design middle school category; Matthew Beck in the Principles of Engineering-Technology category; Brandon Miller and Chase Ponton in the Robotics: Urban Search & Rescue category; Asher Nichols and Nidhish Gupta in the Robotics: Urban Search & Rescue middle school category; and Giana Thomas in the T-Shirt Design middle school category. The commissioners also presented a commendation honoring the students and instructors for their exemplary program performance, which earned WTHS recognition as a Golden Chapter of Excellence award and a Silver National Chapter of Excellence during State Championships.

Upon a motion by Commissioner Elder, the commissioners unanimously approved by consent agenda item numbers 2-7 as follows: bid specifications for design services for the Ocean Pines biosolids dewatering equipment and building design and for Public Landing beach engineering services; the acceptance of three grant awards for the Sheriff's Office of \$27,623 for police recruitment and retention, \$9,696 for gun violence reduction, and \$16,456 for body worn camera single bay docks; a Musco Sports Lighting Soccer Fund grant of up to \$10,000 to create a multi-sport court as part of the Pocomoke Middle School basketball court revitalization project; a request from the Town of Berlin to encumber prior matching funds for use in the Rails to Trails project; and an over-expenditure of \$16,561.42 in propane within Recreation and Parks.

The commissioners met with Budget Officer Kim Reynolds to adopt the final proposed FY24 Operating Budget totaling \$235,890,227, which maintains the current property tax rate of \$0.845 and local income tax rate of 2.25%. Section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County requires that the commissioners adopt an expense budget and tax rates on or before the first Tuesday in June. Ms. Reynolds reviewed the budget, which includes a 2% cost of living adjustment (COLA) and one step increase for eligible employees and fringe benefits, with the remaining surplus of \$385,818 being added to Other Post Employment Benefits (OPEB) for the Board of Education (BOE).

Upon a motion by Commissioner Bunting, the commissioners voted 5-2, with Commissioners Mitrecic and Purnell voting in opposition, to approve the BOE budget, which includes maintenance of effort (MOE) funding of \$100,006,640.

Commissioner Mitrecic disagreed with requiring the BOE to present additional financial records, as part of the budget process. He stated that an MOE budget ignores State unfunded mandates and will impact raises and school programs. Commissioner Bertino disagreed, noting that the budget process this year will put the County in a much better position to handle the mandates for the Blueprint for Maryland in the future. Commissioner Fiori stated that budgets are the framework needed to make wise financial decisions, and having transparent financials will make it possible for the BOE to make wise financial decisions to assure that teachers, support staff, and bus contractors are able to receive raises and that children receive a wonderful education. Commissioner Bertino noted that last Friday around 4 p.m. a number of financial documents were received from the BOE; however, staff has not yet been able to review, but which are available for the public to review. Commissioner Abbott stated that it was wrong for the BOE to spend so much time trying to convince the taxpayers that the commissioners had no right to a line-item budget and were somehow wrong to want transparency. She stated her hope that this year will be the start of positive change. Commissioner Purnell stated that she does not

necessarily agree with the decision reached today, but expressed her hope that the commissioners and BOE could be in one accord going forward to continue to have great schools.

Following further discussion and upon a motion by Commissioner Abbott, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to adopt the FY24 County Operating Budget. Commissioner Mitrecic reviewed certain cuts and explained that he could not support this budget, which does not meet the needs of County employees or the BOE. Commissioner Bertino thanked members of the financial team, noting that this is a responsible budget that is in the best interest of taxpayers. He stated that this is the first time in roughly 10 years that the budget has been balanced without using surplus funds from the current fiscal year. Instead, the surplus at the end of this year will be allocated to other post-employment benefits (OPEB) for the BOE to ensure that their retirement for current and past employees is secure.

The commissioners conducted a public hearing on the proposed FY24 Water and Wastewater Enterprise Fund operating budgets, assessments, user charges, and other charges for each of the 11 Sanitary Service Areas (SSA) and sub-areas operated by the Worcester County Department of Public Works, Water & Wastewater (W&WW) Division. Enterprise Fund Controller Barbara Hitch reviewed the proposed budgets for the County's various service areas. She advised that, in addition to user fees, a debt service assessment is levied to repay bonds and loans for capital improvements to the water and sewer infrastructure that is financed by the County, and all assessments are based per equivalent dwelling unit (EDU), with debt service charges in the Assateague Point, Briddletown, Edgewater Acres, The Landings, Lighthouse Sound, Mystic Harbour, Newark, Ocean Pines, Riddle Farm, River Run, and Snug Harbour service areas or sub-areas.

Commissioner Bertino opened the public hearing.

Pat Barbely of Newark expressed concern regarding the high rates being charged in the Newark Sanitary Service Area and asked if the County could rectify that situation. Chief Administrative Officer Weston Young advised that the rates are spread out among a small population, which results in higher costs than other areas where costs are shared by much larger populations. He stated that most counties include all water and wastewater operations under one account and County staff are looking at equitable options for the commissioners to consider at a future date.

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

The commissioners conceptually approved the proposed FY24 W&WW Enterprise Fund operating budgets, assessments, user charges, and other charges, and agreed to adopt the formal resolution at their next meeting on June 20, 2023.

The commissioners conducted a public hearing on the Solid Waste Enterprise Fund FY24 Requested Operating Budget of \$4,644,738 for the Central Landfill in Newark (this budget does not represent operating costs for the homeowner convenience centers and Recycling, which were previously transferred from the Solid Waste Enterprise Fund to the General Fund). Ms. Hitch stated that this budget includes maintaining the current solid waste tipping fee of \$75 per ton for municipal waste and \$80 per ton for construction and demolition debris.

Commissioner Bertino opened the public hearing.

There being no public comment, Commissioner Bunting closed the public hearing.

The commissioners conceptually approved the proposed FY24 Solid Waste Enterprise Fund operating budget and agreed to adopt the formal resolution at their next meeting on June 20, 2023.

The commissioners met in legislative session.

The commissioners conducted a public hearing on Bill 23-4, which amends the provisions of PS 3-203 (Designation of limited parking or no parking zones) to add the word “paid” to allow paid parking on County-owned property. County Attorney Roscoe Leslie reviewed the bill, noting that this legislation makes it expressly clear that the commissioners can designate certain areas of County property for paid parking.

Commissioner Bertino opened the floor to receive public comments.

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

In response to a question by Commissioner Bertino, Mr. Leslie stated that this bill does not establish any fees. In response to a question by Commissioner Purnell, Mr. Young stated that if passed today this bill will go into effect within 45 days, with the pilot program at the Shell Mill boat ramp to be implemented sometime in late summer.

Upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Elder voting in opposition, to adopt Bill 23-4 as presented.

The commissioners met with Mr. Leslie to review a text amendment application drafted by staff at their request to amend the County’s current landings ordinance (CG4-406) to clarify commercial activities at landings, require registration by heavy equipment operators, and control parking. Mr. Leslie reviewed the draft bill, which would clarify what commercial uses are and to allow them at commercial boat ramps to the extent that they do not impede upon recreational uses, to restrict parking for commercial users and their guests, and require heavy equipment operators to register and be adequately insured. He stated that at the next meeting, County staff may include additional language in the bill pertaining to commercial parking.

Following some discussion, Commissioners Abbott, Bunting, Bertino, Purnell, and Fiori introduced the aforementioned text amendment as Bill 23-5 and agreed to schedule a public hearing on the bill.

The commissioners met with Environmental Programs Director Bob Mitchell, Planner V Katherine Munson, Recreation and Parks Director Kelly Rados, and Parks Superintendent Jacob Stephens to review the 2023 Worcester County Land, Preservation, Parks, and Recreation Plan. Maryland’s Program Open Space (POS) law requires all counties to meet minimum requirements for the current amount of recreational facilities available to ensure the County will continue to qualify for POS funds, with a reimbursement rate of 90% State and 10% County for the development of future recreation projects. Mr. Mitchell advised that the Planning Commission unanimously recommended adopting the updated plan.

Following a review of the plan and upon a motion by Commissioner Abbot, the commissioners unanimously adopted Resolution No. 23-09 adopting the 2023 Worcester County Land Preservation, Parks, and Recreation Plan.

Ms. Rados met with the commissioners to review the FY24 Program Open Space (POS) allocation of \$1,247,376. Ms. Rados reviewed the plan and stated that County staff will finalize

the FY24 annual program, including all proposed County projects, for the commissioners to approve at their June 20, 2023 meeting, so that it can be submitted to the State by the June 30 deadline. Ms. Rados advised that the Recreation and Parks Advisory Board has recommended awarding \$20,000 to each municipality, with the stipulations that funds must be used within one year, that funds may not be rolled over from one fiscal year to the next, and that a municipality must first apply to the Community Parks and Playgrounds Program for project funding. In response to a question by Commissioner Mitrecic, Ms. Rados confirmed that this plan does not propose to allocate any funding to the Town of Ocean City for the skate park project. In response to a question by Commissioner Abbott, Ms. Rados stated that since FY19 Recreation and Parks has not allocated any POS funding to the municipalities, but rather has kept the entire allocation for County projects, as municipalities may apply for Community Parks and Playground funding, which is similar to POS funding and is available only to municipalities.

Following some discussion and upon a motion by Commissioner Elder, the commissioners voted 5-2, with Commissioners Mitrecic and Purnell in opposition, to approve the plan and to retain the full POS allocation for County projects.

Pursuant to the request of Procurement Officer Nicholas Rice and upon a motion by Commissioner Elder, the commissioners unanimously awarded the low bid of \$263,452.56 from Delmarva Petroleum Services, LLC for the fuel system upgrade project within the Water and Wastewater Division.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Bunting, the commissioners unanimously awarded the lowest responsive bid of \$753,888 (\$96 per ton) to Allan Myers MD, Inc. for Roads Division paving projects.

Pursuant to the request of Human Resources Director Stacey Norton and upon a motion by Commissioner Elder, the commissioners unanimously approved proposed changes to Section 3.05 A of the Personnel Rules and Regulations to amend the shift differential policy. Commissioner Abbott stated that this is a good start, but County employees should not be required to work shift work five days before being eligible to receive shift differential pay. She also supported providing shift differential for employees who work weekends and holidays. Ms. Norton stated that if the commissioners would like to make that change, she can determine the actual costs of implementing this change, but noted that funds are not allocated in the FY24 budget for these changes. Mr. Young stated that these are baby steps, and staff could develop a proposal for the commissioners to consider at a future meeting.

Commissioner Mitrecic addressed concerns regarding transparency and assuring that it applies to both the BOE and the County.

The commissioners answered questions from the press, after which they adjourned to meet again on June 20, 2023.

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WEB: www.co.worcester.md.us



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DIANA PURNELL

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COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

COMMENDATION

WHEREAS, Wade Hudson Warren has contributed 10 years of dedicated service to the Solid Waste Division of Public Works where he began his career on July 8, 2013; and

WHEREAS, Mr. Warren’s expertise and experience as a transfer station attendant have been instrumental in the overall management of the Solid Waste Division, where he ensured that customers had valid homeowner’s stickers when using the station, maintained the grounds, and performed general labor tasks at the Central Landfill.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of June, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

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ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Ann Hankins has contributed 15 years of dedicated service to Worcester County Human Resources where she began her career on June 16, 2008; and

WHEREAS, Ms. Hankin’s expertise and experience as a human resources specialist have been instrumental in the overall management of Human Resources, where she assisted in all aspects of county employment, including recruiting, advertising, interviewing, and training Worcester County Government employees.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of June, in the Year of Our Lord Two Thousand and Twenty-Three.



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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Johnnie Chester Lewis has contributed 18 years of dedicated service to the Roads Division of Public Works where he began his career on February 28, 2005; and

WHEREAS, Mr. Lewis's expertise and experience as a vehicle and equipment mechanic III have been instrumental in the overall management of the Roads Division, where he diagnosed, repaired, rebuilt, and maintained gasoline and diesel-powered vehicles and equipment.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of June, in the Year of Our Lord Two Thousand and Twenty-Three.



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ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Sylvester Wardell Byrd has contributed 20 years of dedicated service to the Solid Waste Division of Public Works where he began his career on December 8, 2003; and

WHEREAS, Mr. Byrd's expertise and experience as a recycle worker III have been instrumental in the overall management of the Solid Waste Division, where he helped to carry out the daily collection of recyclables in the county and performed general labor tasks at the Central Landfill, including but not limited to sorting recyclables and ground maintenance.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of June, in the Year of Our Lord Two Thousand and Twenty-Three.



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COMMENDATION

WHEREAS, Hope Carmean has contributed 47 years of dedicated service to Worcester County Government. She began her career as a payroll technician in the Treasurer’s Office on June 16, 1976. She advanced to benefits technician in 1992 and was later promoted to benefits manager; and

WHEREAS, Ms. Carmean’s expertise and experience as the benefits manager have been instrumental in the overall management of Human Resources, where she managed all benefits for Worcester County employees and retirees, including medical, retirement, supplemental insurances, long-term disability, and insurance policies.

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

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Diana Purnell

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**WORCESTER COUNTY
LOCAL BEHAVIORAL
HEALTH AUTHORITY**

Working together for healthier communities!

June 9, 2023

TO: Candace Savage, Deputy Chief Administrative Officer
FROM: Jessica Sexauer, Director
Local Behavioral Health Authority
SUBJECT: Fiscal Year 2024 Maryland Community Criminal Justice Treatment Program

The Worcester County Local Behavioral Health Authority is requesting to renew the Maryland Community Criminal Justice Treatment Program Memorandum of Understanding between the Worcester County Local Behavioral Health Authority, an agency of the Worcester County Health Department and the Worcester County Jail for FY2024. This MOU supports a portion of mental health services offered to inmates in need.

The amount of funds available in FY2022 to support mental health care needs in the jail is \$22,000. There have been no substantial changes to this MOU from previous fiscal years. Please return a signed copy to the office of the Worcester County Local Behavioral Health Authority. We will assure copies are distributed to the Jail, and County Administration.

Thank you for your time and consideration.

CC: Weston Young, Chief Administrative Officer
Roscoe Leslie, County Attorney
Fulton Holland, Jr., Warden

**Worcester County Local Behavioral Health Authority
Agreement For
Maryland Community Criminal Justice Treatment
Program Services**

THIS AGREEMENT is made this sixth day of June, 2023 by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the LBHA, and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail, hereinafter called the Grantee, located at 5022 Joyner Road, Snow Hill, MD 21863, for the purpose of providing services under the Maryland Community Criminal Justice Treatment Program. THIS IS A COST REIMBURSEMENT CONTRACT.

1 GENERAL CONDITIONS

The State of Maryland and/or Worcester County have imposed various general conditions upon this Agreement. These conditions are:

1.1 Reporting and Evaluation

The Grantee will maintain program statistical records and submit status reports as are required by the LBHA according to a schedule prescribed by and using the forms or formats provided by the LBHA and the State of Maryland.

The Grantee shall maintain program records and all pertinent information required by the LBHA and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted upon reasonable notice, or site at any reasonable time by State of Maryland personnel whose official duties require such review or meetings and such other persons as authorized by the LBHA.

1.2 Inspection of Premises

The Grantee agrees to permit authorized officials of the State of Maryland/LBHA to monitor/inspect, at reasonable times, its program and place of business, job site, or any other location, that is related to the performance of this Agreement.

1.3 Confidentiality

Neither Party shall use or disclose any confidential information which would identify a client of the services provided under this Agreement for any purpose not directly connected with administration of such services, except upon written consent of the other Party and the client or, if he be a minor, his responsible parent or guardian, unless the disclosure is required by court order, or for program monitoring by an authorized State of

Maryland or Worcester County agency.

1.4 Laws to be Observed

The Grantee shall keep fully informed of and comply with all Federal, State, and County laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out this Agreement, or which in any way otherwise affect or are applicable to the service or performance of this Grant for Services Agreement.

1.5 Licensure Requirements

The Grantee shall acquire and maintain as current all licenses and certifications appropriate to and necessary for the provision of services under this Agreement for Services. Failure or inability to acquire and maintain current licenses and certifications shall render this Agreement for Services null and void.

Where licensure/certification are required for the provision of services, the Grantee will, in performing the services include documentation for this Agreement of all necessary licenses/certifications.

1.6 Civil Rights, Americans with Disabilities Act, and Affirmative Action

The Grantee certifies that it will comply with the Civil Rights Act of 1964, Americans with Disabilities Act, section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, and Section 13-219 of the State Finance and Procurement article, Annotated Code of Maryland.

No individual shall on the ground of race, color, national origin, creed, sex, age, marital status, religion, ancestry, physical and/or mental disability shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination as part of the service or activities of the project provided by the Grantee. Nor shall such discrimination be practiced in the employment of personnel involved in such projects and/or services of the Grantee. The Grantee and all subcontractors shall post in conspicuous places, available to employees and applicants for employment or services, notices setting forth the provisions of this non-discrimination clause. The LBHA has established and will maintain “methods of administration” to assure that each program or activity for which it provides local financial assistance will be operated in accordance with the compliances. The Grantee agrees to cooperate fully with any efforts being made or monitored by the State of Maryland.

1.7 Prohibition of Sexual Harassment

The Grantee shall operate under this Agreement so that no employee or client is subjected to sexual harassment in the work place or in locations and situations otherwise associated

with the performance of duties per the terms of this Agreement. Further, the Grantee shall include this clause, or a similar clause approved by the LBHA, in all subcontracts.

The Grantee has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.

1.8 Drug Free Work Place

The Grantee certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. The Grantee also agrees to maintain a list of places where the performance of work in connection with this Grant will take place. This list shall be available for review by the LBHA.

1.9 Non-Hiring of State or County Employees

For the purposes of this Grant, the Grantee shall not engage, on a paid full time or part time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employment of Worcester County or the State of Maryland, except regularly retired employees, without the written consent of the public employer of such person.

1.10 Payment/Request for Funds

The Grantee will be paid pursuant to the terms and conditions outlined in Attachment II allowable costs and services rendered under this Agreement. The Grantee must submit a completed request for payment form to the LBHA in the format and according to the schedule specified by the LBHA.

In the event the contract is awarded after the start of a quarter, the request for payment shall be based on the prorated remaining time of the quarter.

1.11 Documents and Records

1.11.1 Maintenance of Fiscal Records and Audits

The Grantee shall maintain all fiscal records, audits, reports requested by the LBHA and all other documents relative to the performance of services under this contract. Separate accounting systems for Agreement funds will be established and maintained including disbursements, expenditures, and time sheets.

The Grantee shall adopt general accepted accounting procedures and practices and maintained books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs of any nature, expended in the performance of this Agreement. The Grantee and its subcontractors will make available such book, records, documents, and other evidence records for inspections, reviews or audits by the LBHA and/or State of Maryland at any reasonable time.

The Grantee shall collect statistical data of a fiscal nature on a regular basis and make fiscal, statistical reports and statements according to times prescribed by, and on forms furnished by the LBHA and/or State of Maryland. Failure to submit any report when due may result in suspension of funding until the report is received.

1.11.2 Maintenance of Services Records

The Grantee shall maintain all records and documents pertaining to its services under this Agreement for a period of five years from the date of final payment by the LBHA. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five-year period, the records and documents shall be maintained by the Grantee until completion of action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

The LBHA may substitute copies made by microfilming, photocopying, or similar methods for the original records upon prior notification and approval.

1.11.3 Maintenance of records for non-expendable property

The Grantee shall maintain records for non-expendable property, purchased with Grant funds for a period of three years subsequent to the final disposition of this property. Similar terms with regard to maintenance of such records in the event of litigation, claim, negotiation, audit, or other action involving these records at the expiration of the three-year period as set forth in the above section shall be applicable to these records.

1.11.4 Access to records

The Grantee shall permit duly authorized representatives of the State of Maryland and the LBHA, at any reasonable time, the right of access to any records or documents of the Grantee, its subcontractors, or assignees which are pertinent to the services to be provided by the Grantee under this Agreement in order to make audit, examination, excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the Grantee, its subcontractors, or assignees.

1.11.5 Rights in data

The LBHA may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this Agreement except where such use may contravene Federal, State, or County guidelines on client confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the LBHA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The Grantee hereby grants to the LBHA a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of and to authorize others so to do all data and materials now or hereafter covered by copyright; provided that with respect to data originated in the performance of this Agreement, such license shall be

only to the extent that the Grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

The Grantee shall exert all reasonable effort to advise the LBHA, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data compiled from work not composed or produced in the performance of this Agreement and not licensed under this clause.

The Grantee shall report to the LBHA, promptly and in written detail, each notice or claim of copyright infringement received by the Grantee with respect to all data delivered under this Agreement.

1.11.6 Publications

All published materials (written, visual, or audio) prepared in connection with this Agreement shall carry a footnote acknowledging assistance received under this grant, and that the claimed findings and conclusions do not necessarily reflect the views of the State of Maryland and/or the LBHA. In addition, a copy of all publications must be furnished to the State of Maryland and the LBHA.

1.11.7 Audit or Examination Discoveries

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered upon examination or audit of records and documents pertinent to the performance of services under this Agreement, the Grantee is responsible for such expenditures and for making any necessary reparations to the LBHA.

1.12 Unexpended Funds

Any request for carryover of unexpended funds should be submitted to the LBHA at least 30 days in advance of the termination date of the Agreement to allow for LBHA/State of Maryland approval and processing. The approval or disapproval of any carry over will be stated by the LBHA and/or State (where applicable) in writing.

Unexpended funds may be reallocated to another Grantee or deducted from the next fiscal year's award to the original Grantee.

1.13 Insurance

The Grantee will perform services with the degree of skill and judgment, which is normally exercised by, recognized professionals with respect to services of a similar nature.

It is agreed that the Grantee shall be responsible for any loss, personal injury, deaths, and/or damages that may be done or suffered by any persons solely by reasons of the Grantee's service performance, negligence, or failure to perform any of the obligations which obligates him/her to perform. The Grantee hereby agrees to indemnify and save the State of Maryland harmless to the extent permitted by law from any loss, cost, damages and other expenses suffered or incurred by the State of Maryland solely by reason of the Grantee's negligence or failure to perform any of the said obligations. The

Grantee shall take proper safety and health precautions to protect his work, his employees, the public and the property of others from any damages or injury resulting solely from the performance of his work described herein.

The State of Maryland shall not be liable for any injuries to the employees, agents or assignees of the Grantee arising out of or during the course of employment relating to this Grant.

The Grantee has in force or shall obtain, and will maintain insurance in not less than the following amounts during the performance of the services called for in this Agreement:

Workmen’s Compensation Insurance - covering the Grantee’s employees as required by Maryland law.

Comprehensive Bodily Injury and Property Damage Liability Insurance – excluding automobiles owned or hired by the Grantee or loaned to the Grantee by the State of Maryland, with limits as follows:

Bodily Injury or Death:	\$250,000 each person \$500,000 each occurrence
Property Damage:	\$200,000 each person \$500,000 each occurrence
Professional Liability:	\$200,000 per claim/person \$500,000 each occurrence

The Grantee will furnish the State of Maryland/LBHA, Office of Risk Management, Certificates of Insurance which shall identify the State of Maryland/LBHA as the certificate holder and provide that the State of Maryland will be notified by the insurer at least (10) days prior to cancellation or material change of any such coverage.

1.14 Contract/Grant Modifications

The LBHA must approve, in writing, requested changes by the Grantee in project content, including fiscal and program changes. The following Agreement modifications will require the approval of the LBHA and be documented as an Agreement Amendment:

- (1) An increase in the total amount of Grant Funds.
- (2) An increase in any single approved budget line item (if any) as set forth in Attachment – II, Compensation.
- (3) A change in the cost sharing ratio.
- (4) A change in the project period and project year dates.
- (5) A change in Grantee’s project.
- (6) A major change in Scope of Services or service delivery.

1.15 Grant Renewal

This Agreement shall be effective for the time period commencing on July 1, 2023 and ending on June 30, 2024 of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the Grantee is not entitled to recover any cost not incurred prior to termination.

1.16 Equipment

All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – I, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.

1.17 Termination of Grant

If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the LBHA.

1.18 Submission of Program Reports

The Grantee shall submit to the LBHA quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (July 1, 2023 through June 30, 2024). Reports submitted by the Grantee to the LBHA shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment I of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.

1.19 Submission of the Audit Report

The Grantee shall submit to the LBHA a completed report for Fiscal Year 2024 by January 31, 2024. The Grantee shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the Grantee receives Federal Grant Funds, the Grantee must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.

1.20 Sub-Letting of Agreement

It is mutually understood and agreed that Grantee shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the LBHA, but in no case shall such consent relieve the Grantee from his obligations, or change the terms of the Agreement.

2 SPECIAL REQUIREMENTS

All requests for changes in MCCJTP programming shall be submitted in writing to the Worcester County Local Behavioral Health Authority for approval prior to implementation.

This award is based on estimated levels of state funds. If actual allocations differ from current estimates, this award may be adjusted accordingly. Services funded with these Conditions cannot be billed under Maryland's Public Behavioral Health System.

Provide the Worcester County Local Behavioral Health Authority any corrective action plans that result from a program investigation, consumer complaint, or unmet contract deliverables within 15 days of notification to the program.

The Worcester County Local Behavioral Health Authority will provide technical assistance, quality assurance and fiscal oversight to ensure that the Grantee develops and monitors criteria for contract performance standards; procures services; develops budgets and monitors expenses; monitors service provision; repurposes unspent grant funds to ensure best utilization of funding; conducts reviews for continued need of services performed.

Any proposed "re-purposing" of grant funds shall be discussed with and approved by the Director of the Worcester County Local Behavioral Health Authority, along with Office of Crisis and Criminal Justice Services and other appropriate executive approvals required by the Behavioral Health Administration.

Failure to comply with these Conditions of Award may result in the following, until such time that areas of non-compliance are corrected, including but not limited to:

- Loss of award;
- future audit exceptions;
- dis-allowance of expenditures;
- award reductions, and/or;
- delay in payment of award funds.

Compliance with these Conditions of Award will be determined through conducting on-site visits using a BHA provided monitoring tool to assess compliance with the Conditions of Award. For identified areas of non-compliance, the LBHA/LAA shall:

- require a corrective action plan,
- monitor corrective action progress and,
- submit the completed monitoring report to the BHA within the specified timeframe.

3 SCOPE OF SERVICES

The Grantee agrees to perform the services outlined in Attachment - I, Scope of Services, which is attached hereto and made a part hereof. The Scope of Services may be amended by mutual agreement or to meet the Conditions of Award as established by the Behavioral Health Administration.

4 COMPENSATION

The value of this grant is defined in Attachment – II, Compensation, which is attached hereto and made a part hereof. Payment is contingent upon availability of funding.

5 TERM

The initial term of this Agreement shall be the time period beginning on July 1, 2023 and ending on June 30, 2024.

6 TERMINATION

This Agreement shall not be terminated during its term without the mutual consent of the parties except that:

6.1 Termination for Insufficient Funds

If the present source of funding should be reduced or terminated, this grant shall automatically terminate at the option of the State of Maryland with verbal and written notice. If the State of Maryland/LBHA terminates this grant, the Grantee is not entitled to recover any costs not incurred prior to termination.

6.2 Termination for Default

If the Grantee fails to fulfill his/her obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State of Maryland/LBHA may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts of omission relied on as cause for termination. The State of Maryland shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Agreement of damages caused by Grantee's breach. If the damages are more than the compensation payable to the Grantee, the Grantee will remain liable after termination and the State of Maryland can affirmatively collect damages.

6.3 Termination for Convenience

The performance of work under this Agreement may be terminated by the State of Maryland with sixty (60) days written notice in accordance with this clause in whole, or from time-time in part, whenever the LBHA shall determine that such termination is in the best interest of the State of Maryland.

The State of Maryland will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of the termination and all reasonable costs associated with termination of the Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

6.4 Breach

In the event that either party breached this Agreement resulting in damages to the other party, the principal remedy shall be the immediate termination of the Agreement, together with all other remedies set forth herein.

The waiver of either party of any breach of any provision of this Agreement of warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver or such right. All rights and remedies provided for herein are cumulative.

7 INDEMNIFICATION

To the extent permitted by law, the Grantee, shall indemnify and hold harmless the State of Maryland, its agent, officials, and employees, from any liability, damage, expense, cause of action, suits, claims, or judgments up to the amount of the Grantee's statutory limits of liability, as provided by law, arising from injury to persons, including death or personal injury or otherwise, which arises out of the acts, failures to act, to negligence of the Grantee, its agents and employees, in connection with or arising there from or incurred in connection therewith as it pertains to this Agreement, and if any judgment shall be rendered against the State of Maryland/LBHA in any such action, the Grantee shall at its own expense, satisfy and discharge same, up to the amount of the Grantee's statutory limits of liability, as provided by law.

8 INCLUSION OF ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to obligations and responsibilities to one another and contains all of the covenants and agreements between the parties.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

9 NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the LBHA and to Grantee at their respective places of business as designated from time to time by the parties.

10 LAW GOVERNING AGREEMENT

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

This contract is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreements Manual.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

FOR WORCESTER COUNTY HEALTH DEPARTMENT

WITNESS: _____ BY: _____
(Signature) (Date)
Rebecca L. Jones, R.N., B.S.N.,M.S.N.
Health Officer

FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

WITNESS: _____ BY: _____
(Signature) (Date)
Jessica Sexauer, L.M.S.W
Director

FOR COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS: _____ BY: _____
(Signature) (Date)
Anthony Bertino, Jr
President

FOR WORCESTER COUNTY JAIL

WITNESS: _____ BY: _____
(Signature) (Date)
Fulton Holland, Jr
Warden

**WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY
ATTACHMENT – I
SCOPE OF SERVICES**

Report Date: _____

Provider: Worcester County Jail
 Monitor: Worcester County Local Behavioral Health Authority
 Contract Purpose: Maryland Community Criminal Justice Treatment Program
 Contracting Period: FY 2024

(5/19/2024)

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
1. The WORCESTER COUNTY JAIL shall provide services to individuals in the criminal justice system diagnosed with a serious mental illness and are at risk for re-institutionalization. Included are those individuals who are in the Jail and are awaiting trial, incarcerated, or in need of reentry services. A serious mental illness (SMI) is defined as having a mental, behavioral, or emotional disorder that meets criteria in the DSM-V and that results in functional impairment that substantially interferes with or limits one or more major life activities. The WORCESTER COUNTY JAIL shall screen individuals in the jail not already in mental health treatment for mental health problems. Per Maryland’s Public Behavioral Health System, an individual with an SMI is 18 years or older and meets the DSM V criteria for the following diagnostic codes: F20.89, F30.10, F32.9, F31.9, F31.0, F31.60, F39, F32.2, F32.3, F33.2, F22, F29, F21, F60.3	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2024		

ITEM 2

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
2. The WORCESTER COUNTY JAIL shall screen justice involved individuals with mental health problems and assess justice involved individuals who screened positive for mental health problems for mental health treatment.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2024		
3. The WORCESTER COUNTY JAIL shall identify individuals in the jail who have serious mental illness. For the sole purpose of jail-based mental health treatment, an individual charged as an adult who meets the criteria for a SMI, except for age, is eligible for treatment.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2024		
4. The WORCESTER COUNTY JAIL shall assure the delivery of mental health and case management services to individuals in the jail diagnosed with a serious mental illness and are at risk for re-institutionalization.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2024		
5. The WORCESTER COUNTY JAIL shall employ or contract for the services of a licensed mental health professional for a minimum of 10 hours a week (520 hours per year).	Review documentation accompanying quarterly invoices	Quarterly		
6. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall explore using the Data Link system to aid in the identification of individuals connected with Maryland's Public Behavioral Health System.	Review personnel/ HR records	Annually, not later than July 15, 2024		
7. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide mental health screening for individuals not otherwise in treatment, using a screening instrument approved by the Local Behavioral Health Authority.	Review client records	Annually, not later than July 15, 2024		

ITEM 2

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
8. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide individual or group therapy sessions when indicated, i.e. as an adjunct to existing mental health treatment or while an individual is waiting to access mental health treatment.	Review quarterly reports	Quarterly		
9. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide short-term crisis intervention.	Review quarterly reports	Quarterly		
10. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide referral, linkage, and coordination of community support services during incarceration and in preparation for release.	Review quarterly reports	Quarterly		
11. The WORCESTER COUNTY JAIL shall provide appropriate mental health services to a minimum of 80 inmates.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2024		
12. The WORCESTER COUNTY JAIL shall submit quarterly reports to the LBHA, which will in turn submit to the Division of Special Populations, as required by BHA.	Review quarterly reports	Quarterly Reports Due: October 15, 2023 January 15, 2024 April 15, 2024 July 15, 2024		
13. The WORCESTER COUNTY JAIL shall ensure the education of Jail staff members, community mental health providers, and involved agencies to the needs of this population to include training in effective methods for working with identified individuals.	Review training curriculum Review attendee lists Review training evaluation forms	Annually, not later than July 15, 2024		

ITEM 2

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
14. A representative from the WORCESTER COUNTY JAIL shall be an active participant on the local mental health advisory committee, which will meet a minimum of four times per year	Review the local mental health advisory committee meeting sign-in sheets and/or minutes. [The Local Behavioral Health Authority will maintain copies of the sign-in sheets and minutes.]	Annually, not later than July 15, 2024		
15. A representative employed by or contracted by the WORCESTER COUNTY JAIL shall participate in quarterly MCCJTP meetings as scheduled by the Behavioral Health Administration	Local Behavioral Health Authority to attend and invite provider representative as appropriate	Quarterly or as scheduled by BHA		
16. The WORCESTER COUNTY JAIL shall have a protocol for complaints filed by or on behalf of a consumer, in accordance with COMAR 10.21.17.16. The WORCESTER COUNTY JAIL is required to report to the LBHA any complaints received and their resolution on a periodic basis.	Review of Policies and Procedures. Examination of prominent display in accessible centralized location of the written description of the grievance procedure. Review of grievance reports filed with LBHA.	Annually, not later than July 15, 2024		
17. The WORCESTER COUNTY JAIL shall submit an annual report by July 15, 2024.	Review annual report	July 15, 2024		

_____ Date
Agency Representative(s)

_____ Date
LBHA Program Monitor

_____ Date
LBHA Director

Attachment – II
COMPENSATION

Amount of Grant. The value of this grant is not to exceed \$22,000 in total direct costs for the fiscal year, commencing July 1, 2023 and ending June 30, 2024. THIS IS A COST REIMBURSEMENT CONTRACT.

Payment Terms.

The grantee shall submit a request for reimbursement in the form of an invoice, accompanied by a DHMH/MDH 437 and a statement of budgeted and actual expenditures (DHMH/MDH 438), for each quarter of the fiscal year. The invoice shall be for actual allowable costs for goods or services rendered under the grant as defined in Attachment I – Scope of Services. The amount of the invoice may not exceed the actual costs to the grantee for the period covered by the invoice.

This invoice shall conform to State Standards and at minimum:

Every invoice should clearly show the name and address of the agency or agency being billed. The invoice must sufficiently describe the goods or services provided and for which reimbursement is sought, including the date that the goods or services were rendered and the date of invoice. Each invoice must contain the name, remittance address, and federal taxpayer identification number of the grantee or vendor providing the service.

With the statement of budgeted and actual expenditures submitted with each invoice, the grantee shall demonstrate expenditures in accordance with the submitted budget. The grantee shall demonstrate that all Maryland Community Criminal Justice Treatment Program grant monies are spent within the specified grant period.

Invoices for the first, second, and third quarters of the fiscal year may not be submitted until after the end of the quarter. An invoice for the fourth quarter must be submitted before the end of the fourth quarter. At the end of the fiscal year, the sum of the quarterly invoices may not exceed the value of the grant. In any quarter, if the actual costs exceed one-fourth of the total amount of the grant, the grantee may, but is not required to, submit an invoice for only one-fourth of the annual total.

If the initial monitoring visit requires the submission of a corrective action plan, payment will be withheld until the Local Behavioral Health Authority determines that the corrective action plan has been successfully completed.

Reduction or Withholding of Payment Due to Noncompliance or Failure to Provide Contracted Services:

The Local Behavioral Health Authority reserves the right to reduce and/or withhold payment of an invoice if the grantee has failed to comply in any material respect with Attachment I - Scope of Services. Compliance will be determined by the program monitor and will be documented in

the program monitoring report. The provider will be notified in writing, within ten days of receipt of the invoice, of the total amount withheld and the reason for the reduction and/or withholding of payment. If the provider is required to submit a corrective action plan (CAP), payment may be withheld until the LBHA has determined that the CAP has been successfully completed.

Payment is contingent upon availability of funding.

Initials _____



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: June 20, 2023
RE: Request to Bid – Bishopville Recycling Center Concrete Pad

Attached for your review and approval are bid documents a new concrete pad at the Bishopville Recycling Center. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding for these services is available in New World under Project Code – Recycle HOCC Imp (Recycling and Home Owner Convenience Ctr Repair Upgrades. There is currently \$385,629 available.

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: Concrete Pad at Bishopville Recycling Center

DEPARTMENT: Public Works

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 a concrete pad at the Bishopville Recycling Center 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: **BISHOPVILLE RECYCLING CENTER CONCRETE PAD** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

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

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

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

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

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

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. BID BOND

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

P. PERFORMANCE AND PAYMENT BONDS

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

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

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

Q. GUARANTEE

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to grade, pour and finish a concrete slab at Bishopville Recycle Center 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. Successful Vendor will grade, pour and finish a concrete slab at Bishopville Recycle Center.
2. The Successful Vendor will need to excavate and save existing stone for reuse under the slab. Then excavate out approximately 11" of dirt under existing stone.
 - a. This will allow 4" of stone to be put back in the cut, and the top of the 8" slab to be about 1" above the surrounding elevation.
3. Successful Vendor will be responsible for grading around the slab, after forms are stripped.
4. The slab is 69' X 40' X 8" thick.
5. 12pcs 6" pipe bollards 7' long (Purchased and installation by contractor per drawings)
6. 1 rebar mat #5 bar 12" on center (Purchase and installation by contractor per drawings)
7. Concrete will have compressive strength of 4000 PSI in 28 days.
8. Slab will have one expansion joint 69' long. Expansion joint will be the total width of the slab, 20' from the front edge of the slab.
9. The slab will have two 40' control joints saw cut after the slab is poured. The saw cuts will be 23' part from front to back, which will give us 6 equal pieces 23' X 20'.
10. Contractor shall take test cylinders and perform breaks at 7-Days, 14-Days and at 28-Days.

D. GENERAL REQUIREMENTS

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

E. ATTACHMENTS

1. Concrete Slab Details
2. Pad Layout

F. PRE-BID MEETING

1. A pre-bid meeting will be held on _____ on site at the Bishopville Recycling Center located at intersection of Rt. 113 & Bishopville Road, Bishopville, MD.

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 “BISHOPVILLE RECYCLING CENTER CONCRETE PAD” 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 to grade, pour and finish a concrete slab at Bishopville Recycle Center as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 45 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.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

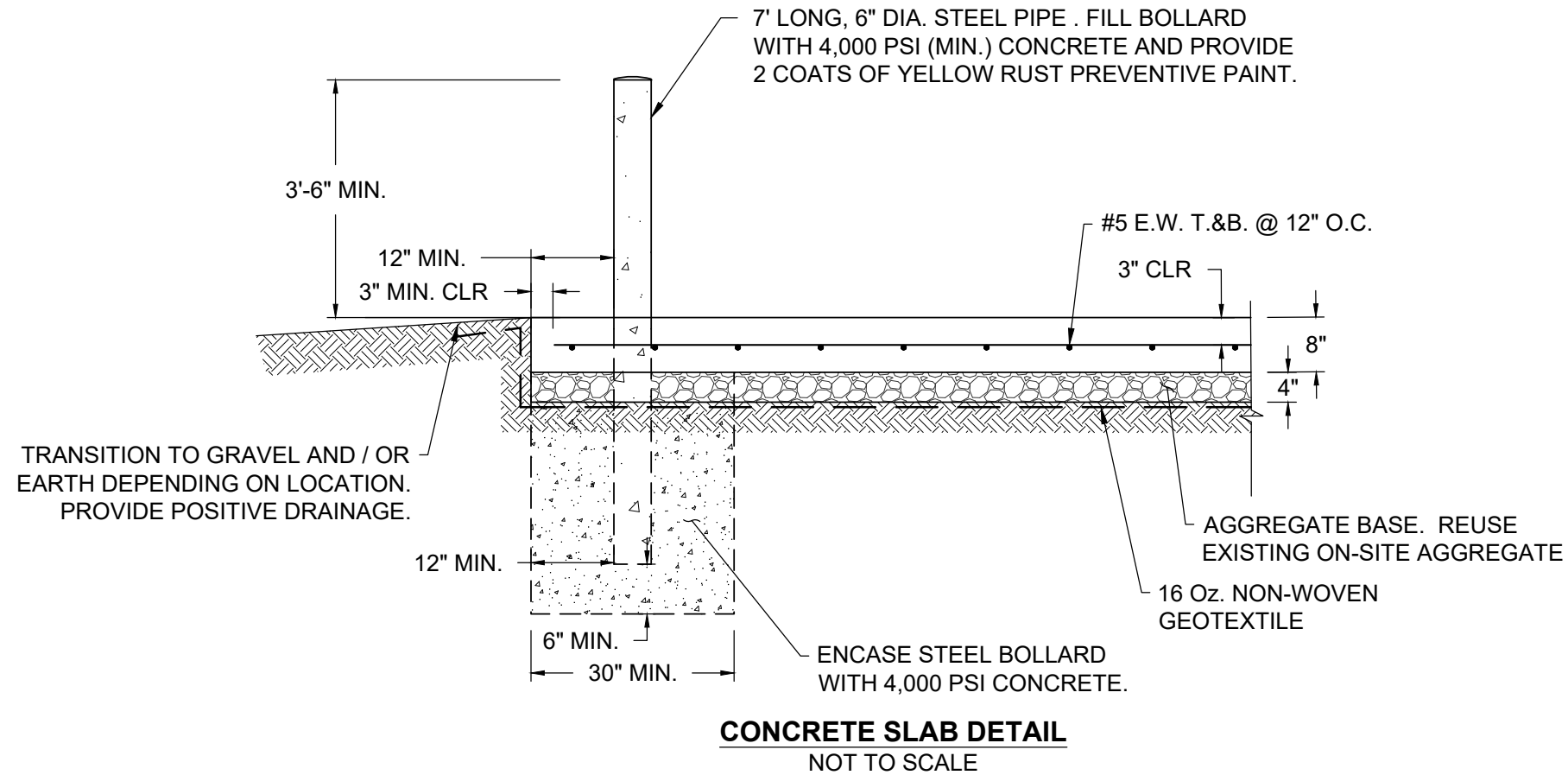
13. Ownership of Documents; Intellectual Property.

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

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

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

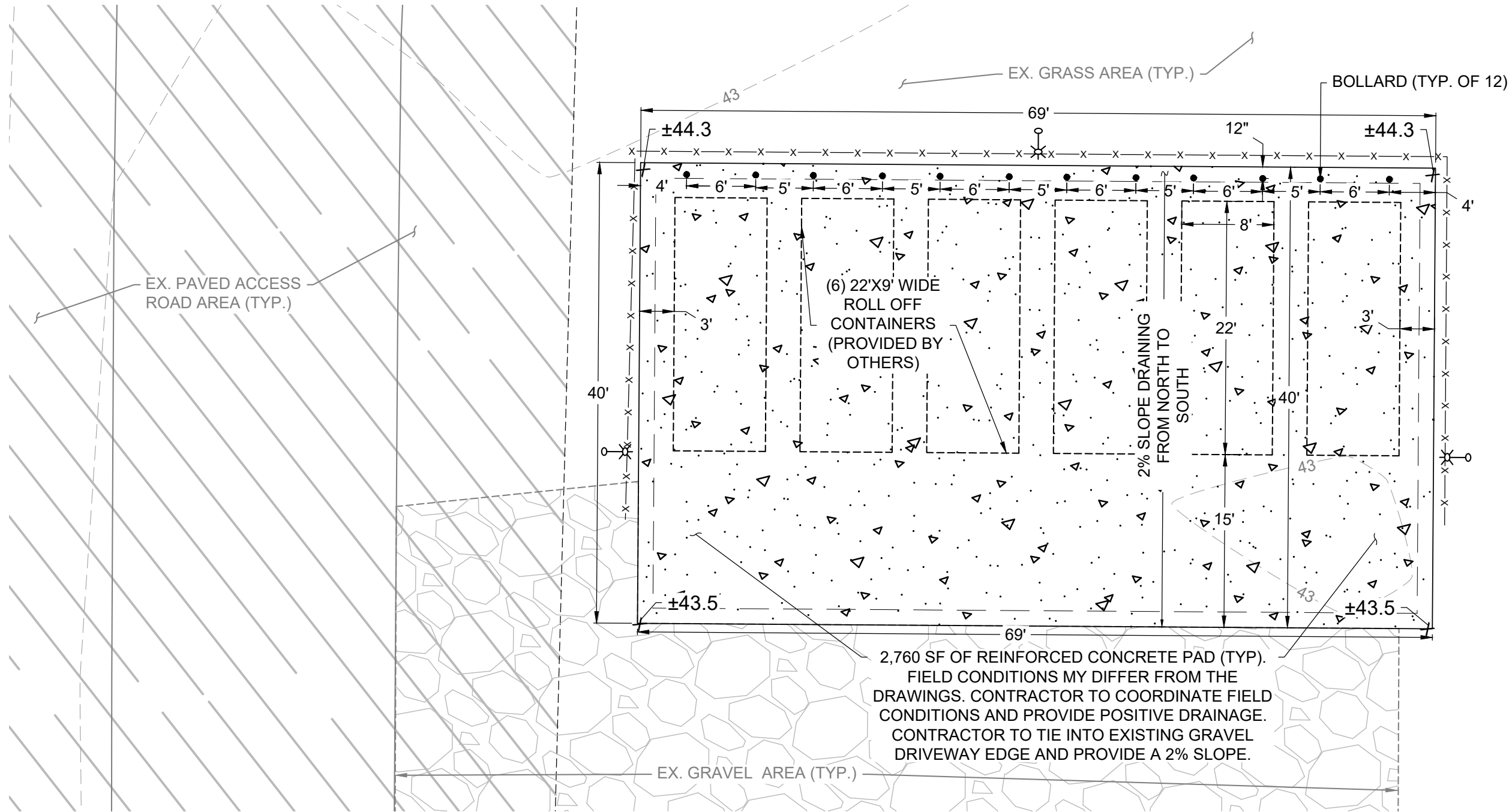
20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation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



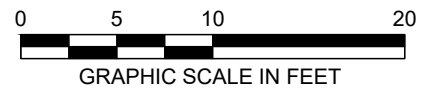
CONCRETE NOTES:

1. ALL CONCRETE, EXCEPT AS NOTED, SHALL BE $F_c=4,000$ PSI NORMAL WEIGHT CONCRETE AT 28 DAYS. STRUCTURAL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS, UNLESS OTHERWISE NOTED. CONCRETE SHALL BE DESIGNED FOR PLACEMENT WITH A 4" SLUMP. CONTRACTOR SHALL TAKE TEST CYLINDERS AND PERFORM BREAKS AT 7-DAYS, 14-DAYS AND 28-DAYS FOR CONCRETE DELIVERIES TO THE SITE.
2. ALL CONCRETE SHALL CONFORM TO THE 2015 INTERNATIONAL BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, A.C.I. 318, THE AMERICAN CONCRETE INSTITUTE, LATEST EDITION.
3. ALL REINFORCING SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM DESIGNATION A615 (LATEST LOCAL APPROVED EDITION), GRADE 60. ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (LATEST LOCAL APPROVED EDITION).
4. ALL SPLICES IN REINFORCING SHALL BE CLASS "B" SPLICES IN ACCORDANCE WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (LATEST LOCAL APPROVED EDITION) EXCEPT AS NOTED ON PLANS.
5. ALL WELDED WIRE FABRIC (W.W.F.), IF USED, SHALL HAVE ENDS LAPPED ONE FULL MESH. LAPS SHALL BE MINIMUM 6" OR GREATER.
6. UNLESS OTHERWISE NOTED ON STRUCTURAL DRAWINGS, PROVIDE CONCRETE PROTECTION FOR REINFORCING AS FOLLOWS:

CAST AGAINST EARTH:	3"
EXPOSED TO EARTH OR WEATHER:	2"
NOT EXPOSED TO EARTH OR WEATHER:	1-1/2"
7. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST EDITIONS OF ACI AND ASTM.
8. ALL FORMWORK SHALL BE IN ACCORDANCE WITH ACI 347, "GUIDE TO FORMWORK FOR CONCRETE" (LATEST LOCAL APPROVED EDITION).
9. SLAB REINFORCEMENT USING A SINGLE MAT OF REINFORCING STEEL IS TO BE POSITIONED AT 1/3 OF THE SLAB DEPTH. SLAB REINFORCEMENT USING A DOUBLE MAT OF REINFORCING STEEL SHALL POSITION THE LOWER LAYER OF REINFORCEMENT AT 1/2" OF THE SLAB DEPTH OR EQUIVALENT. THE UPPER LAYER OF REINFORCEMENT IS TO BE PLACED WITHIN 3" OF THE TOP OF THE SLAB. MAINTAIN MINIMUM 3" CLEARANCE BETWEEN ADJOINING REINFORCEMENT LAYERS. ADJUST THE POSITION OF THE LOWER REINFORCEMENT LAYER AS NECESSARY TO MAINTAIN THE MINIMUM 3" SEPARATION BETWEEN LAYERS.



PROPOSED SITE PLAN
SCALE: 1" = 10'






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: Maryland Coastal Bays Program
Request for Annual Cost Share

Date: 6/12/23

Pursuant to their request for cost share information, I have reviewed the attached letter from Mr. Kevin Smith, the Executive Director for the Maryland Coastal Bays Program. In this letter, Mr. Smith shares that the program is receiving funds totaling \$850,000 from the Environmental Protection Agency's National Estuary Program for the time frame of October 1, 2023 through September 30, 2024. This is an increase in direct funding from the Federal government over prior year's grants of \$700,000, and those funds will support education, research, and restoration work in our Coastal Bay watersheds.

In prior years, the County Commissioners approved an in-kind match, specifically the State funds expended for the purchase of Rural Legacy Easements in our Coastal Bays Rural Legacy Program Area and other state grant and in-kind services conducted by the County aimed at the protection and restoration of our Coastal Bays.

Our annual funding from the State of Maryland under local grants from the Bay Restoration Fund (BRF) are used for sewer connections and septic pre-treatment upgrades. Historically, over most of the annual BRF funding is expended in the Coastal Bays Watershed and I believe we would be right to project that a significant portion of this funding program (at least \$300,000) will be expended in the Federal Grant Cycle detailed in the letter.

Our expected level of funding would total \$640,000 from the State in Rural Legacy Grant Funds for an upcoming easement purchase of one (1) property in the Coastal Bays Rural Legacy Area (RLA) that we expect to close on within the next few months. I would also note we also have a construction grant for the Selsey Road Resiliency project that will amount to at least \$1.5MM in construction project funding from MD DNR. This will appear within the Coastal Bays Program's next Federal funding cycle.

Continuing our past practice of matching these grants in this manner will be of assistance to the Coastal Bays Program without requiring any cash being directly paid by the County. This will not cost the County at all to offer this matching funding. We would respectfully request the County Commissioners approve a commitment letter detailing this in-kind match of non-federal funding.

Should the County Commissioners concur and wish to approve this same type of in-kind match in the amount of \$700,000, a draft letter to the Maryland Coastal Bays Program is attached herewith for your consideration

Please let me know if you have any questions or concerns regarding this request.

Attachments



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
Berlin, Maryland 21811
(410) 213-2297 - PHONE
(410) 213-2574 – FAX
mcbp@mdcoastalbays.org
www.mdcoastalbays.org

May 3, 2023

Mr. Weston Young
Worcester County Government Center
One West Market St., Snow Hill, MD 21863 – 1195

Dear Mr. Young,

The Maryland Coastal Bays Program is once again applying for the EPA National Estuary Program grant funding for the time frame of October 1, 2023 through September 30, 2024. This grant-funding year, the Maryland Coastal Bays Program is expected to receive \$850,000 from the EPA. The program must provide as match an equivalent amount of \$850,000 from other non-federal sources. I am attaching the letter from FY 22 that the County was able to provide to MCBP.

We would appreciate whatever match Worcester County can provide.

The Maryland Coastal Bays Program appreciates your support and involvement in the National Estuary Program. If you have questions, please contact me at on my cellphone at 301-580-0848.

Thank you,

Kevin Smith

Kevin Smith
Executive Director

Cc: Bob Mitchell
Katherine Munson

TEL: 410-632-1184
FAX: 410-632-3131
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 3, 2022

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Mr. Kevin Smith
Executive Director
Maryland Coastal Bays Program
8219 Stephen Decatur Highway
Berlin, MD 21811

Re: National Estuary Program Grant match, FFY23

Dear Mr. Smith:

As you are aware, at their meeting on May 3, 2022, the County Commissioners approved an in-kind match of approximately \$700,000 for the Environmental Protection Agency (EPA) National Estuary Program (NEP) grant for the period October 1, 2022 to September 30, 2023.

Worcester County will use the non-federal Rural Legacy Program funds, expended during the above-stated time period for part of this match. There will also be a match from the Bay Restoration Fund (BRF) grants for the same time period along with Maryland DNR Coastal Resiliency Grant funding and other County programs that could qualify as a match for your partner funding requirements. The Department of Environmental Programs will assemble and submit the necessary documentation required by the Environmental Protection Agency (EPA) to the Coastal Bays Program. Please contact Robert Mitchell and Katherine Munson directly regarding this matter.

Sincerely,

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

cc: Robert Mitchell, Director, Environmental Programs
Katherine Munson, Planner V, EP
Candace Savage, Budget Officer

June -, 2023

Mr. Kevin Smith
Executive Director
Maryland Coastal Bays Program
8219 Stephen Decatur Highway
Berlin, MD 21811

Re: National Estuary Program Grant match, FFY24

Dear Mr. Smith:

As you are aware, at their meeting on June 20, 2023, the County Commissioners approved an in-kind match of approximately \$700,000 for the Environmental Protection Agency (EPA) National Estuary Program (NEP) grant for the period October 1, 2023 to September 30, 2024.

Worcester County will use the non-federal Rural Legacy Program funds, expended during the above-stated time period for part of this match. There will also be a match from the Bay Restoration Fund (BRF) grants for the same time period along with Maryland DNR Coastal Resiliency Grant funding and other County programs that could qualify as a match for your partner funding requirements. The Department of Environmental Programs will assemble and submit the necessary documentation required by the Environmental Protection Agency (EPA) to the Coastal Bays Program. Please contact Robert Mitchell and Katherine Munson directly regarding this matter.

Sincerely,

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

cc: Robert Mitchell, Director, Environmental Programs
Katherine Munson, Planner V, EP
Kimberly Reynolds, Budget Officer



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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM", is written over the "From:" line.

Subject: SWM Review Contract
 Renewal of Contract

Date: 6/12/23

It is time to renew the Stormwater Management Review Contract between the Worcester County Commissioners and Shockley Environmental Services (Mr. Bobby Shockley) as the current contract will expire at the end of the fiscal year in June. As you and the Commissioners are aware, Mr. Shockley has performed these services under contract for the County for quite some time now and on behalf of the Worcester County Soil Conservation District for many years before that.

Mr. Shockley's knowledge, expertise and assistance, I believe, has been a keystone in the County's Stormwater Management Program and the excellent reviews of that program we have received from the State. As the enclosed memo from David Bradford asserts, Mr. Shockley provides services for residential, commercial, agricultural and industrial projects. A recommendation to once again renew Mr. Shockley's contract is enthusiastically endorsed by both myself and Mr. David Bradford. I have attached a copy of the edited current agreement as Mr. Young has the electronic copy for editing. The only changes to the contract agreement would be the contract expiration date to a five (5) year term and some small adjustments to the fee schedule to include accommodate re-reviews of paper and digital submittals that are becoming more commonplace. The changes incorporated in the revised fee schedule will serve as Attachment A in the contract. We have reviewed this contract and the suggested term with the County Attorney and the Purchasing Officer.

The contract is exactly the same agreement the County has signed in years past, save the term increase. It would be our respectful recommendation that the County Commissioners consider approving this contract for another term of five (5) years.

I am available to answer any questions you and the County Commissioners may have on this matter.

Attachments

cc: David Bradford
 Roscoe Leslie
 Nicholas Rice



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
CRITICAL AREA PROGRAMS
FOREST CONSERVATION

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
COMMUNITY HYGIENE
AGRICULTURAL PRESERVATION
ADVISORY BOARD

MEMORANDUM

DATE: June 12, 2023
TO: Robert J. Mitchell, Director
FROM: David M. Bradford Jr., Deputy Director
SUBJECT: Stormwater Management Review Contract Renewal

The time has come to renew the contract between the Worcester County Commissioners and Shockley Environmental Services for Stormwater Management Review services that is scheduled to expire on June 30, 2023. Shockley Environmental Services provides Stormwater Management plan reviews for numerous types of projects throughout the County including but not limited to residential, commercial, agricultural, and industrial. Mr. Shockley has provided these contracted services for the County for many years and prior to that conducted these services for the Worcester Soil Conservation District. He provides an exemplary service to the residents of the County and is the foundation of our successful Stormwater Management Program.

It would be our recommendation to renew Mr. Shockley's services for a five-year contract, instead of the previous two-year terms, this year which will run until June 30, 2028. There are some minor adjustments to the review fees that will be outlined within the enclosed fee schedule. An explanation of these adjustments will be provided on that document.

If you have any further questions please let me know.

Enclosures: Existing Stormwater Management Plan Review Fee Schedule with proposed modifications (1page)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract ("Contract") is made on _____, 2023 between the County Commissioners of Worcester County, Maryland ("County") and Shockley Environmental Services ("Contractor").

1. **Services.** The County contracts with Contractor to perform the following services as an independent contractor for County:
 - a. Review stormwater management plans and applications for exceptions or waivers.
 - b. Make recommendations for approval, denial, or revision of the plans and applications.
2. **Term of Contract.** This contract commences upon signing and continue until June 30, 2028.
3. **Payment.**
 - a. The County will pay the Contractor at the end of each month a sum equal to 95% of the stormwater management fees received by the County from the general public under the Fee Schedule attached as Attachment A.
 - b. County will pay the Contractor at the end of each month a sum equal to 50% of the fees established in the Fee Schedule incurred for County Government Projects.
4. **Office Space and Supplies.** The County will provide desk space, a telephone, and such other office equipment as may be mutually agreed upon at the Worcester County Government Center.
5. **Termination.** Either party may terminate provided that 30 days' notice is provided by one to the other. In the event of termination, Contractor shall be entitled to be paid for work performed up to date of termination.
6. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services described in this contract and must devote such time as may be necessary to complete said services within the time anticipated.
7. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the contract may be considered confidential and agrees to keep such information confidential. Any report by Contractor shall be submitted first to the County prior to the

release to the public, press and or any third party. Information collected and reports generated under this contract are the property of the County.

8. **Employment of Others - Subcontractors.** Any subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. This contract is not assignable and will be performed personally by Contractor.
9. **Independent Contractor.** 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. 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. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.
10. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law.
11. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
12. **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.
13. **Insurance.** Contractor must provide a minimum of \$1,000,000 professional liability insurance coverage and name the County as an additional insured. Other reasonable insurance coverage may be required by the County.
14. **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.
15. **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.

16. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor’s personal property which may be stored on County property.

17. **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.

18. **Notices.** All notices and communications must be in writing and will be deemed given when sent postage prepaid by registered or certified mail, return receipt requested.

The parties agree to this amendment on the date written above:

**County Commissioners of
Worcester County, Maryland**

_____ (seal)

Weston S. Young
Chief Administrative Officer

Shockley Environmental Services

_____ (seal)

Robert E. Shockley



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 PROGRAM
 STORMWATER MANAGEMENT
 SEDIMENT AND EROSION CONTROL
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 AGRICULTURAL PRESERVATION
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WELL & SEPTIC
 WATER & SEWER PLANNING
 PLUMBING & GAS
 CRITICAL AREAS
 FOREST CONSERVATION
 COMMUNITY HYGIENE

STORMWATER MANAGEMENT PLAN REVIEW

FEE SCHEDULE

(1) Single Family Dwellings:

- A. \$3.00 per 1,000 square feet of disturbance, with a minimum fee of ~~\$175.00~~ **\$225.00**

Rationale: When digital submittals are made and reviewed, they are then submitted in paper copy necessitating a second review to ensure they are consistent. Errors/omissions have commonly been discovered when performing paper reviews and resulted in additional submittals and reviews. Unlike other jurisdictions we are not charging extra for re-review. This slight increase would cover that time.

- B Revisions to approved plans: \$75.00

(2) Agricultural Structures and Uses; Restoration and Mitigation Projects

- A. \$2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$300.00~~ **\$350.00**

Rationale: There are an increased number of restoration and mitigation projects being reviewed. These include wetland restoration and construction projects. There are also agritourism projects that are also being submitted requiring additional administrative and regulatory considerations during the reviews.

- B. Revisions to approved plans: \$150.00 base fee, plus \$50.00 per hour beyond the first hour of review.

(3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

ATTACHMENT A

- A. \$3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$600.00~~ **\$650.00**

Rationale: Similar to the single-family adjustment reflected above, digital submittals are made and reviewed, they are then submitted in paper copy necessitating a second review to ensure they are consistent. Errors/omissions have commonly been discovered when performing paper reviews and resulted in additional submittals and reviews. Unlike other jurisdictions we are not charging extra for re-review. This slight increase would cover that time.

- B. Revisions to approved plans: \$200.00 base fee, plus \$50.00 per hour beyond the first hour of review.

(4) Waivers: \$150.00 flat fee.

Effective 7/1/~~2021~~ **2023**

Citizens and Government Working Together



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

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Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12

June 12, 2023

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

Dear Mr. Young,

Attached please find the proposed County Appropriation Transmittal Schedule for Fiscal Year 2024. The schedule follows the same plan as used in past years, which takes into consideration the months that state aid is received to balance the cash flow needs from the County.

Please contact me should there be any questions or concerns with this schedule.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer

VET/tcs

Attachment

BOARD OF EDUCATION OF WORCESTER COUNTY
 COUNTY APPROPRIATION TRANSMITTAL SCHEDULE
 FISCAL YEAR 2024

MONTH	REQUISITION NUMBER	AMOUNT	DATE FUNDS TRANSMITTED
July	1	\$2,151,374	Thursday, July 13, 2023
	2	2,151,374	Thursday, July 27, 2023
August	3	3,106,640	Tuesday, August 15, 2023
	4	3,106,640	Wednesday, August 30, 2023
September	5	5,202,247	Friday, September 15, 2023
	6	5,202,247	Friday, September 29, 2023
October	7	5,202,247	Friday, October 13, 2023
	8	5,202,247	Friday, October 27, 2023
November	9	5,202,247	Wednesday, November 15, 2023
	10	5,202,247	Thursday, November 30, 2023
December	11	3,406,640	Tuesday, December 12, 2023
	12	3,106,640	Thursday, December 21, 2023
January	13	5,202,247	Friday, January 12, 2024
	14	5,202,247	Tuesday, January 30, 2024
February	15	3,106,640	Thursday, February 15, 2024
	16	3,106,640	Thursday, February 29, 2024
March	17	5,335,897	Friday, March 15, 2024
	18	5,202,247	Thursday, March 27, 2024
April	19	3,106,640	Thursday, April 11, 2024
	20	3,106,640	Tuesday, April 30, 2024
May	21	5,202,247	Wednesday, May 15, 2024
	22	5,202,247	Thursday, May 30, 2024
June	23	5,339,834	Wednesday, June 12, 2024
	24	2,650,324	Thursday, June 27, 2024
TOTAL REQUISITIONS		\$100,006,640	
Appropriations:		\$99,706,640	Unrestricted
		200,000	Technology
		100,000	Capital Outlay
		\$100,006,640	

Approval _____



Worcester County Administration

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

ITEM 7

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: June 14, 2023
SUBJECT: BOE Revised FY24 Budget Request

The Board of Education has submitted their recommendation for the revised FY24 budget by categories. The budget by categories is required by Maryland law to be approved within 15 days of budget adoption.

Attachments:

Letter from BOE – Page 2

Revised FY24 Budget Summary from BOE – Page 3

Reduction by Category from BOE – Page 4

Proposed FY24 Revised Budget Comparison – Pages 5-7

Board Members

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June 12, 2023

Mr. Weston Young
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Young:

Attached are the revised FY24 Budget categorical amounts based on the Maintenance of Effort funding level included in the approved FY24 County operating budget. These revisions were approved by our Board at a special meeting on June 9, 2023. I have also attached a sheet outlining the amount of reduction in each category.

Please contact me with any questions regarding this information.

Sincerely,

A handwritten signature in cursive script that reads 'Louis H. Taylor'.

Louis H. Taylor
Superintendent of Schools

ITEM 7

BOARD OF EDUCATION OF WORCESTER COUNTY

FY24 TOTAL BUDGET SUMMARY BY CATEGORY AND OBJECT OF EXPENDITURE

	SALARY	CONTRACTED SERVICES	SUPPLIES AND MATERIALS	OTHER CHARGES	EQUIPMENT	TUITION TRANSFERS	FY24 PROPOSED BUDGET
Administration	1,660,242	177,242	22,882	35,407	1,102		\$1,896,875
Instructional Support Services	8,545,743	85,263	80,132	61,200	5,000		8,777,338
Instructional Salaries	51,186,259						51,186,259
Textbooks & Classroom Supplies			2,412,317				2,412,317
Other Instructional Costs		584,389		411,875	85,395	50,000	1,131,659
Special Education	12,116,632	403,000	151,400	40,011	22,000	128,000	12,861,043
Student Personnel Services	401,963	750	1,890	283			404,886
Health Services	1,151,836	252	8,118	750	1,000		1,161,956
Student Transportation	385,865	7,071,769	9,636	93,084			7,560,354
Operation of Plant	4,234,351	532,690	401,120	3,705,298	42,300		8,915,759
Maintenance of Plant	834,264	93,738	229,360	650	37,745		1,195,757
Fixed Charges				28,009,000			28,009,000
Capital Planning	130,880	450	1,552	306			133,188
Proposed FY24	<u>\$80,648,035</u>	<u>\$8,949,543</u>	<u>\$3,318,407</u>	<u>\$32,357,864</u>	<u>\$194,542</u>	<u>\$178,000</u>	<u>\$125,646,391</u>
OTHER REQUESTS							
Technology Program							\$200,000
Capital Outlay							100,000
School Construction							815,000
County Share of Teacher Pension							*
Retirement Expenses							<u>758,679</u>
TOTAL OTHER REQUESTS							\$1,873,679
				TOTAL			\$127,520,070

*(Effective for FY17, this amount is now included in the category of Fixed Charges)

ITEM 7

<u>Category</u>	<u>FY24 Proposed</u>	<u>FY24 Revised MOE</u>	<u>MOE Reductions</u>
Administration	\$1,959,837	\$1,896,875	(\$62,962)
Instructional Support Services	\$9,074,944	\$8,777,338	(\$297,606)
Instructional Salaries	\$53,657,036	\$51,186,259	(\$2,470,777)
Textbooks & Classroom Supplies	\$2,969,190	\$2,412,317	(\$556,873)
Other Instructional Costs	\$1,139,209	\$1,131,659	(\$7,550)
Special Education	\$13,220,612	\$12,861,043	(\$359,569)
Student Personnel Services	\$416,084	\$404,886	(\$11,198)
Health Services	\$1,197,962	\$1,161,956	(\$36,006)
Student Transportation	\$7,760,950	\$7,560,354	(\$200,596)
Operation of Plant	\$9,013,795	\$8,915,759	(\$98,036)
Maintenance of Plant	\$1,216,910	\$1,195,757	(\$21,153)
Fixed Charges	\$28,269,311	\$28,009,000	(\$260,311)
Capital Outlay	<u>\$136,458</u>	<u>\$133,188</u>	<u>(\$3,270)</u>
Totals:	\$130,032,298	\$125,646,391	(\$4,385,907)

ITEM 7

	FY24 Revised	FY23 Budget	FY24 Revised vs FY23 Budget		FY24 Original	FY24 Revised vs FY24 Original		FY22 Actual*	FY21 Actual*
Administration									
Salary	1,660,242	1,632,703	27,539	1.7%	1,705,401	(45,159)	-2.6%	1,495,745	1,451,510
Contracted Services	177,242	177,242	-	0.0%	177,242	-	0.0%	161,971	196,095
Supplies & Materials	22,882	30,382	(7,500)	-24.7%	30,382	(7,500)	-24.7%	79,912	81,907
Other Charges	35,407	45,710	(10,303)	-22.5%	45,710	(10,303)	-22.5%	70,974	42,017
Equipment	1,102	1,102	-	0.0%	1,102	-	0.0%	5,333	
Total	1,896,875	1,887,139	9,736	0.5%	1,959,837	(62,962)	-3.2%	1,813,935	1,771,529
Instructional Support Services									
Salary	8,545,743	8,345,329	200,414	2.4%	8,785,944	(240,201)	-2.7%	7,775,156	7,429,562
Contracted Services	85,263	85,263	-	0.0%	85,263	-	0.0%	124,618	124,334
Supplies & Materials	80,132	137,537	(57,405)	-41.7%	137,537	(57,405)	-41.7%	278,108	402,844
Other Charges	61,200	61,200	-	0.0%	61,200	-	0.0%	124,502	62,380
Equipment	5,000	5,000	-	0.0%	5,000	-	0.0%	2,708	
Total	8,777,338	8,634,329	143,009	1.7%	9,074,944	(297,606)	-3.3%	8,305,092	8,019,120
Instructional Salaries									
Salary	51,186,259	50,670,916	515,343	1.0%	53,657,036	(2,470,777)	-4.6%	46,210,419	44,927,284
Total	51,186,259	50,670,916	515,343	1.0%	53,657,036	(2,470,777)	-4.6%	46,210,419	44,927,284
Textbooks & Classroom Supplies									
Supplies & Materials	2,412,317	2,727,738	(315,421)	-11.6%	2,969,190	(556,873)	-18.8%	2,877,622	2,507,416
Total	2,412,317	2,727,738	(315,421)	-11.6%	2,969,190	(556,873)	-18.8%	2,877,622	2,507,416
Other Instructional Costs									
Contracted Services	584,389	523,647	60,742	11.6%	591,939	(7,550)	-1.3%	421,996	338,072
Other Charges	411,875	306,875	105,000	34.2%	411,875	-	0.0%	451,805	373,439
Equipment	85,395	85,395	-	0.0%	85,395	-	0.0%	90,815	112,153
Tuition Transfers	50,000	50,000	-	0.0%	50,000	-	0.0%	120,068	89,821
Total	1,131,659	965,917	165,742	17.2%	1,139,209	(7,550)	-0.7%	1,084,684	913,485
Special Education									
Salary	12,116,632	11,769,852	346,780	2.9%	12,442,601	(325,969)	-2.6%	10,666,179	10,259,549
Contracted Services	403,000	403,000	-	0.0%	403,000	-	0.0%	293,299	538,852
Supplies & Materials	151,400	185,000	(33,600)	-18.2%	185,000	(33,600)	-18.2%	336,154	256,388
Other Charges	40,011	40,011	-	0.0%	40,011	-	0.0%	71,896	28,772
Equipment	22,000	22,000	-	0.0%	22,000	-	0.0%	18,819	1,473
Tuition Transfers	128,000	128,000	-	0.0%	128,000	-	0.0%	24,470	
Total	12,861,043	12,547,863	313,180	2.5%	13,220,612	(359,569)	-2.7%	11,410,817	11,085,034

ITEM 7

	FY24 Revised	FY23 Budget	FY24 Revised vs FY23 Budget		FY24 Original	FY24 Revised vs FY24 Original		FY22 Actual*	FY21 Actual*
Student Personnel Services									
Salary	401,963	390,231	11,732	3.0%	413,161	(11,198)	-2.7%	362,505	361,315
Contracted Services	750	750	-	0.0%	750	-	0.0%	4,945	750
Supplies & Materials	1,890	1,890	-	0.0%	1,890	-	0.0%	4,019	3,772
Other Charges	283	283	-	0.0%	283	-	0.0%	452	
Total	404,886	393,154	11,732	3.0%	416,084	(11,198)	-2.7%	371,921	365,837
Health Services									
Salary	1,151,836	1,122,456	29,380	2.6%	1,187,842	(36,006)	-3.0%	994,272	957,269
Contracted Services	252	252	-	0.0%	252	-	0.0%	3,768	8,872
Supplies & Materials	8,118	8,118	-	0.0%	8,118	-	0.0%	21,384	29,850
Other Charges	750	750	-	0.0%	750	-	0.0%	1,189	3,956
Equipment	1,000	1,000	-	0.0%	1,000	-	0.0%		
Total	1,161,956	1,132,576	29,380	2.6%	1,197,962	(36,006)	-3.0%	1,020,613	999,947
Student Transportation									
Salary	385,865	375,552	10,313	2.7%	396,595	(10,730)	-2.7%	380,190	384,602
Contracted Services	7,071,769	6,845,893	225,876	3.3%	7,261,635	(189,866)	-2.6%	6,908,127	6,212,758
Supplies & Materials	9,636	9,636	-	0.0%	9,636	-	0.0%	3,440	23,689
Other Charges	93,084	93,084	-	0.0%	93,084	-	0.0%	129,038	122,754
Equipment			-			-		3,673	190,241
Total	7,560,354	7,324,165	236,189	3.2%	7,760,950	(200,596)	-2.6%	7,424,468	6,934,044
Operation of Plant									
Salary	4,234,351	4,092,587	141,764	3.5%	4,332,387	(98,036)	-2.3%	3,871,835	3,772,024
Contracted Services	532,690	532,690	-	0.0%	532,690	-	0.0%	653,559	671,011
Supplies & Materials	401,120	401,120	-	0.0%	401,120	-	0.0%	832,952	915,828
Other Charges	3,705,298	3,705,298	-	0.0%	3,705,298	-	0.0%	3,190,358	2,753,112
Equipment	42,300	42,300	-	0.0%	42,300	-	0.0%	202,137	340,579
Total	8,915,759	8,773,995	141,764	1.6%	9,013,795	(98,036)	-1.1%	8,750,841	8,452,554
Maintenance of Plant									
Salary	834,264	812,380	21,884	2.7%	855,417	(21,153)	-2.5%	647,058	618,759
Contracted Services	93,738	93,738	-	0.0%	93,738	-	0.0%	302,814	231,947
Supplies & Materials	229,360	229,360	-	0.0%	229,360	-	0.0%	325,500	257,597
Other Charges	650	650	-	0.0%	650	-	0.0%	1,349	128
Equipment	37,745	37,745	-	0.0%	37,745	-	0.0%	725	
Total	1,195,757	1,173,873	21,884	1.9%	1,216,910	(21,153)	-1.7%	1,277,446	1,108,431

ITEM 7

	FY24 Revised	FY23 Budget	FY24 Revised vs FY23 Budget		FY24 Original	FY24 Revised vs FY24 Original		FY22 Actual*	FY21 Actual*
Fixed Charges									
Other Charges	28,009,000	26,702,964	1,306,036	4.9%	28,269,311	(260,311)	-0.9%	25,248,463	25,325,220
Total	28,009,000	26,702,964	1,306,036	4.9%	28,269,311	(260,311)	-0.9%	25,248,463	25,325,220
Capital Planning									
Salary	130,880	128,664	2,216	1.7%	134,150	(3,270)	-2.4%	118,314	111,163
Contracted Services	450	450	-	0.0%	450	-	0.0%	48,410	500
Supplies & Materials	1,552	1,552	-	0.0%	1,552	-	0.0%	70	1,552
Other Charges	306	306	-	0.0%	306	-	0.0%	801,251	81
Total	133,188	130,972	2,216	1.7%	136,458	(3,270)	-2.4%	968,045	113,296
TOTAL	125,646,391	123,065,601	2,580,790	2.1%	130,032,298	(4,385,907)	-3.4%	116,764,366	112,523,197

* Actual amounts are from FY24 & FY23 BOE budget books



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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: June 14, 2023
RE: Board of Education Pre-K Expansion Grant

The Board of Education (BOE) has applied for a Pre-K expansion grant for the 2023-2024 school year. If awarded, this would add an additional Pre-K3 classroom at each of our three Title I schools: Buckingham Elementary, Pocomoke Elementary, and Snow Hill Elementary. This grant would provide salaries for 7 staff members, as well as the furniture, supplies, curriculum, and technology needed, for one year. The following years would have to be picked up in the BOE’s operating budget, thereby likely requiring an increased appropriation of county funding. The estimated cost in year 2 would be a little over \$600,000.

Currently there are waitlists to get into the BOE’s Pre-K programs, and school officials are able to utilize existing space within each building to accommodate these new classrooms. Given the demand for this program and future budget implications, county and BOE staff are seeking Commissioner concurrence to accept this grant.

Attachments:

Memo from Dr. Annette Wallace – Pages 2-3

To: Weston Young
From: Annette Wallace
Date: June 13, 2023
Subject: PreKindergarten3 Programs

+++++

The new state initiative, Maryland Ready: Maryland’s Path to School Readiness has the following mission statement:

Maryland promotes a well-coordinated and integrated system of programs, supported and services where each child has equitable access to high-quality early childhood experiences to develop a healthy body, healthy mind, and the foundational knowledge and skills needed to succeed, and where every family has access to the resources needed to be effective as their child’s first and most important teacher and advocate.

School readiness is an excellent predictor of long-term achievement. School readiness refers to children acquiring the skills, knowledge, and attitudes necessary for success in school and for later learning and life. Research suggests that there are key dimensions of readiness:

- **Physical Development** – Learning large and small motor skills.
- **Social Development** – Respecting others and working together.
- **Emotional Development** – Understanding own feelings and feeling of others.
- **Language and Literacy Development** – Understanding and communicating through listening, talking, reading, and writing.
- **Thinking/Cognitive Skills** – Learning to ask questions, make decisions, and solve problems.

When these foundations are strong, a child is ready to thrive in kindergarten and beyond.

To have all 5-year-olds ready for Kindergarten, WCPS must continue to grow our PreKindergarten (PK) programs, both public and private, to provide as many 3- and 4-year-olds with high-quality PK programs as we can. There is strong evidence showing that 3- and 4-year-olds who participate in high-quality PK programs enter school more ready to learn than their peers. The national Early Childhood Longitudinal Study shows that children who attended a PK program scored higher on reading and math tests than children receiving parental care.

PK programs also have long-term effects on children. Research conducted by Perry and Abecedarian from Chicago University shows that children who participated in high quality PK programs were more likely to graduate from high school, compared with a percent of children who did not. In adulthood, PK participants were also less likely to be arrested for violent crimes, more likely to be employed, and more likely to earn higher wages than those in the comparison group.

WCPS applied for the 2023-2024 Expansion Grant to increase the number of PK3 classrooms in our three Title I schools (BES, SHES PES). WCPS requested 7 new positions to make this increase: 3 classroom teachers, 1 special education teacher, and 3 educational assistants. The Expansion Grant allows WCPS to fund the following items:

- Salaries for 2023-2024 school year for all 7 staff members
- Furniture for the 3 new classrooms
- Start-up supplies (manipulatives, center supplies, books, etc.)
- Curriculum for 3 classrooms (Frog Street Program)
- Technology for 60 students, 4 teachers, and 3 educational assistants

The total cost(salary, fixed charges, and benefits) after the grant for the 4 teachers and 3 EA's is estimated to be \$750,000. We will receive funding for students who fall within the poverty threshold and estimate the amount we will receive per year will be around \$150,000. With this estimate in mind, the cost to the County to retain this program after the grant would be estimated at \$600,000. In addition, we would expect to add the cost of technology after the grant as well which would be an additional cost of \$20,033 per lease, the lease typically extends for 3-5 years. So this would be an estimated annual cost of \$6,700, \$5,000, or \$4,000 respectively depending on the length of the lease. I would also estimate an additional MOI cost of \$2,000 per year per classroom, for a total of \$6,000.

Which would mean a total annual cost to County between \$610,000 and \$612,700.

AW



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PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

June 12, 2023

TO: Worcester County Commissioners
FROM: Barbara Hitch, Enterprise Fund Controller 
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Solid Waste Enterprise Fund – FY24

Attached for your review and approval is a draft copy of the resolution adopting the Solid Waste Enterprise Fund Budget and Fees for July 1, 2023 through June 30, 2024. (FY24) as conceptually approved following your public hearing on June 6, 2023.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

**RESOLUTION NO.
RESOLUTION ADOPTING SOLID WASTE ENTERPRISE FUND BUDGET
AND FEES FOR JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, Worcester County owns and operates facilities for the disposal of solid waste generated in Worcester County, Maryland including the Central Landfill and several household solid waste transfer stations; and

WHEREAS, the Worcester County Commissioners established a Worcester County Landfill Enterprise Fund (which has become known as the “Solid Waste Enterprise Fund”) by resolution dated June 4, 1996 to account for the revenues and expenditures associated with the daily operation of the landfill and transfer stations as well as the opening and closure of landfill cells; and

WHEREAS, it is the desire of the County Commissioners that revenues generated by the use of the Central Landfill and the County’s household solid waste transfer stations be sufficient to cover all expenses related to the daily operation of the Central Landfill and transfer stations.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland do hereby adopt the following Solid Waste budgets and fees for the year July 1, 2023 through June 30, 2024:

1. The Board of County Commissioners do hereby adopt a Solid Waste Enterprise Fund Expense Budget for Fiscal Year 2023/2024 in the amount of \$4,675,385 pursuant to FY 2023/2024 Solid Waste Enterprise Fund Budget stamped as approved the 20th day of June, 2023 and on file with the Worcester County Treasurer’s Office which is incorporated herein and made a part hereof.
2. The Board of County Commissioners do hereby adopt, levy, and impose the following landfill fees for Fiscal Year 2023/2024:
 - a. The landfill tipping fee for Refuse shall be \$0.75 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00, and shall be subject to all other provisions for said tipping fees established by Resolution of the County Commissioners dated February 11, 1992 and as amended by resolution dated June 16, 1992.
 - b. The landfill tipping fee for Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste shall be \$0.80 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00.
 - c. The landfill tipping fee for passenger car and truck tires by weight shall be \$2.25 per 20 pounds, with a minimum charge of \$10.00.
 - d. The landfill tipping fee for industrial and tractor tires by weight shall be \$6.00 per 20 pounds, with a minimum charge of \$10.00.
 - e. The landfill tipping fee for metals shall be \$0.25 per 20 pounds, with a minimum charge of \$10.00.
 - f. The landfill tipping fee for Construction Materials, Demolition Materials, and Concrete, which may only be disposed of at the Central Landfill, shall be \$0.80 per 20 pounds, with a minimum charge of \$10.00.
 - g. The landfill tipping fee for Asbestos, which may only be disposed of at the Central Landfill, shall be \$1.50 per 20 pounds, with a minimum charge of \$10.00.
 - h. Mulch can be purchased at the Central Landfill for \$20.00 per 3 cubic yard bucket.
 - i. Passenger car tires may be disposed of at the Central Landfill for the fee of \$3.00 per tire and \$5.00 per tire on rim. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - j. Truck tires may be disposed of at the Central Landfill for the fee of \$10.00 per tire. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - k. House trailers may be disposed of at the Central Landfill for the fee of \$2,500.00 per trailer.

ITEM 9

- l. Boats may be disposed of at the Central Landfill for the fee of \$0.80 per 20 pounds.
 - m. Propane tanks may be disposed of at the Central Landfill for the fee of \$10.00 per tank.
 - n. The annual license fee for any commercial hauler shall be \$25.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill, and shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.
 - o. The license fee for any Worcester County local government commercial hauler shall be \$15.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill. The license will not expire until the vehicle is sold or disposed. The license fee shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.
 - p. Fees for use of the County's homeowner convenience stations shall be either:
 - (1) An annual permit fee for unlimited use of the County's homeowner convenience stations by a single household shall be \$100.00 for the first two vehicles, and \$100.00 for the third and additional vehicles, and shall be subject to all other provisions for said permits established by Resolution of the County Commissioners dated June 16, 1992; or
 - (2) A Pay-As-You-Throw fee of \$1.00 for each 33-gallon bag disposed at any homeowner convenience station in Worcester County.
 - q. To encourage recycling within the incorporated municipalities of Worcester County, a rebate of 1% will be given for each 1% of recycled materials from the municipality, with a maximum rebate of 15%. Rebates will be refunded to the municipalities quarterly.
 - r. Credit Card fee charged at 3% per transaction to the user.
3. The Board of County Commissioners do hereby establish late fees and interest rates for delinquent accounts as follows:
Accounts that are delinquent over 30 days from the date of billing shall be assessed a 1% per month interest charge.
4. All other fees or charges not enumerated above shall be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates shall be effective.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2023.

PASSED AND ADOPTED this 20th day of June, 2023.

DEPARTMENT BUDGET SUMMARY

Worcester County Solid Waste Division

Revenues:			
Category	Adopted Budget FY2023	Budget Request FY2024	% Change
Charges for Services	\$ 4,170,900	\$ 4,195,900	0.6%
Licenses and Permits	4,500	4,500	0.0%
Interest & Penalties	5,046	404,221	7910.7%
Other Revenue	330,000		-100.0%
Transfer from (to) Reserves	244,815	70,764	-71.1%
Total	\$ 4,755,261	\$ 4,675,385	-1.7%
Expenditures:			
Category	Adopted Budget FY2023	Budget Request FY2024	% Change
Personnel Services	\$ 1,446,127	\$ 1,539,516	6.5%
Supplies & Materials	34,295	42,500	23.9%
Maintenance & Services	1,402,225	1,438,236	2.6%
Other Charges	1,138,728	971,999	-14.6%
Interfund Charges	(186,114)	(186,866)	0.4%
Depreciation & Reserve for Closure	-	-	0.0%
Capital Outlay	920,000	870,000	-5.4%
Capital Leases	-	-	0.0%
Debt Service	-	-	0.0%
Total	\$ 4,755,261	\$ 4,675,385	-1.7%
Summary of Budget Increase/Decrease Request		\$ Increase/ (Decrease)	% Inc/(Dec)
		\$ (79,876)	-1.7%



ITEM 9 Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 680	Landfill				
	REVENUE				
	<i>Licenses and Permits</i>				
4985	Landfill Permits-Commercial	4,500.00	4,500.00	.00	
	<i>Licenses and Permits Totals</i>	\$4,500.00	\$4,500.00	\$0.00	0%
	<i>Charges for Services</i>				
4850	Credit Card Fees	10,000.00	5,000.00	5,000.00	100
4990	Tipping Fee Revenue	4,115,900.00	4,115,900.00	.00	
5190	Stump/Yard Waste/Mulch Revenue	70,000.00	50,000.00	20,000.00	40
	<i>Charges for Services Totals</i>	\$4,195,900.00	\$4,170,900.00	\$25,000.00	1%
	<i>Interest & Penalties</i>				
4700	Interest On Investments	403,221.00	3,046.00	400,175.00	13,138
4710	Penalty/Fees	1,000.00	2,000.00	(1,000.00)	(50)
	<i>Interest & Penalties Totals</i>	\$404,221.00	\$5,046.00	\$399,175.00	7911%
	<i>Other Revenue</i>				
5850	Other Revenue	.00	330,000.00	(330,000.00)	(100)
	<i>Other Revenue Totals</i>	\$0.00	\$330,000.00	(\$330,000.00)	(100%)
	<i>Transfers In</i>				
5975.100	Transfers From (To) Reserve	70,764.00	244,815.00	(174,051.00)	(71)
	<i>Transfers In Totals</i>	\$70,764.00	\$244,815.00	(\$174,051.00)	(71%)
	REVENUE TOTALS	\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)
	EXPENSE				
	Department 7001 - Admin				
	<i>Personnel Services</i>				
6000.100	Personnel Services Salaries	124,716.00	124,758.00	(42.00)	
6010.100	Benefits Fica & Fringe Benefits	72,336.00	68,617.00	3,719.00	5
6010.900	Benefits OPEB contribution	22,449.00	22,457.00	(8.00)	
	<i>Personnel Services Totals</i>	\$219,501.00	\$215,832.00	\$3,669.00	2%
	<i>Supplies & Materials</i>				
6100.010	Administrative Expense Administrative Expenses	8,000.00	14,100.00	(6,100.00)	(43)
6100.052	Administrative Expense Bank Fees	10,000.00	5,000.00	5,000.00	100
6100.100	Administrative Expense Dues, Licenses & Subscriptions	.00	575.00	(575.00)	(100)
6110.090	Supplies & Equipment Computers & Printers	.00	2,020.00	(2,020.00)	(100)
6150.050	Uniforms & Personal Equipment Uniforms	1,500.00	1,000.00	500.00	50
	<i>Supplies & Materials Totals</i>	\$19,500.00	\$22,695.00	(\$3,195.00)	(14%)
	<i>Maintenance & Services</i>				
6530.100	Consulting Services Professional Fees	7,650.00	8,125.00	(475.00)	(6)



ITEM 9 Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 680 - Landfill					
EXPENSE					
Department 7001 - Admin					
Maintenance & Services					
6550.220	Building Site Expenses Security Alarm Monitoring	600.00	750.00	(150.00)	(20)
	<i>Maintenance & Services Totals</i>	\$8,250.00	\$8,875.00	(\$625.00)	(7%)
	<i>Other Charges</i>				
7000.020	Travel, Training & Expense Board Member Allowance	2,800.00	2,800.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	12,250.00	12,250.00	.00	
	<i>Other Charges Totals</i>	\$15,050.00	\$15,050.00	\$0.00	0%
	<i>Interfund Charges</i>				
8010.030	Interfund Treasurer's Support - Salary	43,685.00	41,605.00	2,080.00	5
8010.040	Interfund Treasurer's Support - Fringe	20,331.00	19,363.00	968.00	5
8010.050	Interfund Public Works & Admin - Benefits	40,545.00	40,144.00	401.00	1
8010.060	Interfund Public Works & Admin - Salaries	90,569.00	86,256.00	4,313.00	5
8100.060	Transfers Out Recycling	(61,812.00)	(45,139.00)	(16,673.00)	37
8100.070	Transfers Out Convenience Centers	(49,450.00)	(56,405.00)	6,955.00	(12)
	<i>Interfund Charges Totals</i>	\$83,868.00	\$85,824.00	(\$1,956.00)	(2%)
	Department 7001 - Admin Totals	\$346,169.00	\$348,276.00	(\$2,107.00)	(1%)
Department 7002 - Solid Waste					
Personnel Services					
6000.100	Personnel Services Salaries	742,133.00	702,482.00	39,651.00	6
6000.400	Personnel Services Overtime Pay	15,000.00	15,000.00	.00	
6010.100	Benefits Fica & Fringe Benefits	429,568.00	386,366.00	43,202.00	11
6010.900	Benefits OPEB contribution	133,314.00	126,447.00	6,867.00	5
	<i>Personnel Services Totals</i>	\$1,320,015.00	\$1,230,295.00	\$89,720.00	7%
	<i>Supplies & Materials</i>				
6110.090	Supplies & Equipment Computers & Printers	1,800.00	.00	1,800.00	
6110.420	Supplies & Equipment Tools & Supplies	12,000.00	2,500.00	9,500.00	380
6150.050	Uniforms & Personal Equipment Uniforms	9,200.00	9,100.00	100.00	1
	<i>Supplies & Materials Totals</i>	\$23,000.00	\$11,600.00	\$11,400.00	98%
	<i>Maintenance & Services</i>				
6530.040	Consulting Services Consulting Services	250,000.00	200,000.00	50,000.00	25
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	60,000.00	50,000.00	10,000.00	20
6540.030	Vehicle Operating Expenses Vehicle Maintenance	5,000.00	10,000.00	(5,000.00)	(50)

ITEM 9 Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 680 - Landfill					
EXPENSE					
Department 7002 - Solid Waste					
Maintenance & Services					
6540.070	Vehicle Operating Expenses Off-road Fuel	120,000.00	130,000.00	(10,000.00)	(8)
6540.080	Vehicle Operating Expenses Heavy Equipment Maintenance	260,000.00	256,350.00	3,650.00	1
6550.020	Building Site Expenses Buildings & Grounds Maintenance	489,730.00	500,000.00	(10,270.00)	(2)
6550.060	Building Site Expenses Electricity	18,000.00	20,000.00	(2,000.00)	(10)
6550.270	Building Site Expenses Telephone	2,256.00	2,000.00	256.00	13
6700.610	Other Maint. & Svcs Leachate Treatment	225,000.00	225,000.00	.00	
<i>Maintenance & Services Totals</i>		\$1,429,986.00	\$1,393,350.00	\$36,636.00	3%
Other Charges					
7000.060	Travel, Training & Expense Educational Training	17,650.00	3,000.00	14,650.00	488
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7200.010	Bond & Interest Expense Interest Expense	787,380.00	676,524.00	110,856.00	16
7200.020	Bond & Interest Expense Bond Interest Expense	151,919.00	444,154.00	(292,235.00)	(66)
<i>Other Charges Totals</i>		\$956,949.00	\$1,123,678.00	(\$166,729.00)	(15%)
Interfund Charges					
8100.060	Transfers Out Recycling	(121,233.00)	(121,902.00)	669.00	(1)
8100.070	Transfers Out Convenience Centers	(149,501.00)	(150,036.00)	535.00	
<i>Interfund Charges Totals</i>		(\$270,734.00)	(\$271,938.00)	\$1,204.00	0%
Capital Equipment					
9010.010	Capital Equipment New Vehicles	150,000.00	300,000.00	(150,000.00)	(50)
9010.050	Capital Equipment Building Improvements	100,000.00	.00	100,000.00	
9010.060	Capital Equipment Other	620,000.00	620,000.00	.00	
<i>Capital Equipment Totals</i>		\$870,000.00	\$920,000.00	(\$50,000.00)	(5%)
Department 7002 - Solid Waste Totals		\$4,329,216.00	\$4,406,985.00	(\$77,769.00)	(2%)
EXPENSE TOTALS		\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)
Fund 680 - Landfill Totals					
REVENUE TOTALS		\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)
EXPENSE TOTALS		\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)
Fund 680 - Landfill Totals		\$0.00	\$0.00	\$0.00	+++
Net Grand Totals					
REVENUE GRAND TOTALS		\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)
EXPENSE GRAND TOTALS		\$4,675,385.00	\$4,755,261.00	(\$79,876.00)	(2%)



ITEM 9 Budget Worksheet Report

Budget Year 2024

Net Grand Totals	\$0.00	\$0.00	\$0.00	+++
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PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

June 12, 2023

TO: Worcester County Commissioners
FROM: Barbara Hitch, Enterprise Fund Controller *BH*
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Water & Wastewater Enterprise Fund – FY24

Attached for your review and approval is a draft copy of the resolution adopting the Water & Wastewater Enterprise Fund Budget and Fees for July 1, 2023 through June 30, 2024. (FY24) as conceptually approved following your public hearing on June 6, 2023.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

RESOLUTION NO.**RESOLUTION ADOPTING SANITARY SERVICE AREA
BUDGETS, ASSESSMENTS AND CHARGES AND ESTABLISHING
CLASSIFICATIONS FOR JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, pursuant to Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County do hereby adopt the following Sanitary Service Area budgets, assessments and charges and make the following classifications for the purpose of such budgets and assessments for the year July 1, 2023 through June 30, 2024.

I. IT IS HEREBY RESOLVED by the County Commissioners of Worcester County, Maryland that the following budgets, charges and assessments are adopted and the following classifications made:

A. ASSATEAGUE POINTE

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. User rates are established at \$106.00 per park trailer quarterly which includes water and sewer service.
3. User rates are established at \$163.00 per equivalent dwelling unit (hereinafter referred to as EDU) quarterly for sewer service only.
4. Grinder pump surcharge - \$30.00 per lot
5. Snug Harbor assessment for debt service is hereby established at \$162.50 per EDU quarterly.

B. BRIDDELTOWN

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established at \$73.00 per EDU which includes water service only.
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial minimum water:
 - (1) 1 EDU - \$62.43
 - (2) 2 EDUs - \$86.63
 - (3) 3 to 13 EDUs - \$173.25
 - (4) 14 to 24 EDUs - \$259.88
 - (5) 25 to 39 EDUs - \$346.50
 - (6) 40 or more EDUs - \$519.75
 - b. Additional commercial water charges based on usage as follows:
 - (1) \$10.73 per 1,000 gallons
4. Swimming pool charge - \$32.00 quarterly.
5. Irrigation system charge - \$69.00 quarterly.

C. EDGEWATER ACRES

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water & sewer \$196.60
 - b. Additional water charges based on usage as follows:
 - (1) \$8.00 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$9.00 per 1,000 gallons over 10,000 gallons up to 35,000 gallons, and
 - (3) \$10.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (4) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only (not metered) \$110.00
 - d. Domestic sewer only (not metered) \$168.40

3. The standard quarterly assessment for Sussex County debt service is hereby established at \$0.02 per linear front foot per quarter as established in the Worcester County Sanitary District Assessment records.

D. THE LANDINGS

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$277.50
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
2. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$324.50
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$423.50
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$906.40
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,354.10
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,800.70
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$2,707.10
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
3. Unimproved Lots - Quarterly Accessibility charge \$267.00 per EDU (Not yet connected).
4. Lewis Road domestic water minimum set at \$44.00 per quarter.

E. LIGHTHOUSE SOUND

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Improved Lots - Quarterly sewer service only charge \$242.00 per EDU.
 - b. Unimproved Lots - Quarterly accessibility charge \$114.00 per EDU (Not yet connected).

F. MYSTIC HARBOUR

1. The budget attached hereto and appropriately labeled is hereby adopted; and

2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$215.00
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only service (metered) shall be billed at 25% of the above rates as established in 2a and 2b.
 - d. Flat rate domestic sewer only service \$212.66
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$249.70
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$346.50
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$693.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,039.50
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,386.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$2,079.00
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
4. Bulk water (metered) \$20.00 per thousand gallons
5. Sunset Village The Sunset Village Home Owner's Association shall pay \$58.50 per EDU quarterly for water service.
6. Oyster Harbor Domestic Water Only \$53.75
 - (1) \$0.40 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$0.88 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$1.50 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$2.25 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$3.75 per 1,000 gallons over 45,000
7. Mystic Harbour sewer assessment for debt service is hereby established at \$66.00 per EDU quarterly.

G. NEWARK

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Domestic minimum water \$115.00
 - b. Domestic minimum sewer \$115.00
 - c. Domestic water \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - d. Domestic sewer \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - e. Commercial minimum water \$143.00
 - f. Commercial minimum sewer \$143.00
 - g. Commercial water \$7.00 per 1,000 gallons over 3,000 gallons based on usage
 - h. Commercial sewer \$7.00 per 1,000 gallons over 3,000 gallons based on usage
3. Assessments are hereby established at \$27.00 per EDU quarterly.
4. Classifications are established as follows:
Properties are classified as subdivisions and businesses or industrial (commercial) based upon existing use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
5. Newark sewer assessment for debt service is hereby established at \$55.00 per EDU quarterly.

H. OCEAN PINES

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water and sewer \$199.00
 - b. Additional domestic water and sewer charge based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$257.46
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$357.05
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$714.55
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,071.82
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,429.09
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.

- (6) 40 or more EDUs - \$2,143.60
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
- 3. Flat rate domestic sewer only service \$179.75.
- 4. Standard assessments for debt service are hereby established at \$36.00 per EDU quarterly.
- 5. Adjusted standard assessments are as follows:
 - a. Open Space Park water - 50% of standard
 - b. Open Space Park no water - 10% of standard
 - c. Applicable parcels as described in Section E(2) and E(3) of 589 Agreement - 25% of Standard.
- 6. Classifications are established as follows:
 Properties are classified as subdivision and business or industrial based upon existing land use or committed or approved zoning or land use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Open space parks and utility lots with water service are designated as Open Space Park - Water. Open space parks and utility lots without water service are designated as Open Space Park - No Water. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
- 7. White Horse Park lots shall pay a quarterly water and sewer flat rate of \$154.00 per lot.
- 8. New Ocean Pines Customers who have already paid the required equity contribution do not pay the standard assessment for debt service (as referenced in item 4 above), but instead shall pay supplemental assessments for additional debt service hereby established at \$31.00 per EDU per quarter.

I. RIDDLE FARM

- 1. The budget attached hereto and appropriately labeled is hereby adopted; and
- 2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$240.00.
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
- 3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$272.17
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$377.69
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$755.37
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,133.06
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and

- b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
- c. \$10.00 per 1,000 gallons over 648,000 gallons.
- (5) 25 to 39 EDUs - \$1,510.74
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
- (6) 40 or more EDUs - \$2,266.11
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
- 4. Unimproved Lots - Quarterly Accessibility charge \$150.00 per EDU (Not yet connected).
- 5. Riddle Farm assessment for debt service is hereby established at \$9.00 per EDU quarterly.
- 6. Effluent disposal charge is hereby established at \$35.00 per EDU quarterly.

J. RIVER RUN

- 1. The budget attached hereto and appropriately labeled is hereby adopted.
- 2. River Run shall pay to Ocean Pines Service Area for water as provided by contract at the following rates:
 - a. Minimum quarterly water \$62.00
 - b. Additional water charges based on usage as follows:
 - (1) \$0.50 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$1.09 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$1.88 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$2.81 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$4.69 per 1,000 gallons over 45,000 gallons.
- 3. User rates are hereby set as follows:
 - a. Sewer at \$167.00 per quarter.

K. WEST OCEAN CITY

- 1. The budget attached hereto and appropriately labeled is hereby adopted.
- 2. Quarterly user rates for sewer are hereby adopted at \$10.50 per domestic fixture and \$14.25 per commercial fixture. Swimming pools are to be charged a quarterly flat rate of \$26.75. Car washes shall be charged a quarterly rate of \$2.50 per 1,000 gallons based upon 70% of water consumption.
- 3. An adjusted standard assessment of 25% of standard is hereby established for platted lots in the service area that do not have sewer lines accessible to the property.
- 4. Classifications are adopted as follows:

Properties are classified as subdivisions and business or industrial based upon existing land use or committed zoning. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

L. LEACHATE

- 1. Leachate will be charged at \$0.02 per gallon

ITEM 10

II. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that special service fees based upon actual cost are hereby adopted for special services required on all properties in all service areas (see Attachment A).

III. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that late fees and interest are hereby established as follows:

A. For those bills issued on a quarterly basis the following late fees and interest shall be levied:

1. Accounts that are delinquent over 30 days from the date of billing shall be assessed a \$5.00 penalty plus 3% interest per quarter.

IV. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Water and Wastewater Services departmental budget stamped as approved the 20th day of June, 2023 and on file with the Worcester County Treasurers' Office are incorporated herein and made a part hereof.

V. BE IT FURTHER RESOLVED that this Resolution shall not prohibit the charging of contract charges as authorized by Section 5-310(g) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

VI. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Sanitary Service Area budgets, assessments and charges and the classifications established herein are adopted this 20th day of June, 2023.

**WATER & WASTEWATER
HOOK UP AND RELATED FEES
FY 2024**

WATER SERVICE INSTALLATION WITHOUT FIRE SERVICE

1" - Existing Homes Only 2,420.00

WATER SERVICE INSTALLATION WITH FIRE SERVICE

1.0" 4,150.00
1.5" 6,300.00
2.0" 6,930.00

SEWER SERVICE INSTALLATION

Sewer lateral 3,300.00
Ocean Pines - Tank/Lateral Install and Tank Fee 6,000.00
Sewer Service Connection (customer purchases grinder pump) 2,101.00
Snug Harbor Sub-Area Section 1- (Local share) 3,355.00
Snug Harbor Sub-Area Section 2- (Construction Costs & Grinder Pump) 12,000.00
Edgewater Acres Sewer- Sussex County Fee 6,600.00

FUTURE CAPITAL IMPROVEMENT CHARGE PER EDU

Edgewater	Water/Sewer	\$600
Landings	Water/Sewer	\$600
Lighthouse Sound	Sewer	\$600
Mystic Harbour	Water	\$500
Mystic Harbour	Sewer	\$1,000
Newark	Water/Sewer	\$600
Ocean Pines	Water/Sewer	\$600
Riddle Farm	Water/Sewer	\$600
River Run	Water	\$950
West Ocean City	Sewer	\$600

EQUITY CONTRIBUTIONS & CONSTRUCTION COSTS PER EDU

Landings Service Area		
Water		\$4,666
Sewer		\$13,625
Lighthouse Sound Service Area		
Sewer		\$6,100
Mystic Harbour Service Area		
Water		\$3,000
Sewer		\$9,284
Newark Service Area		
Water/Sewer		\$8,156
Ocean Pines Service Area		
Water		\$3,000
Sewer		\$12,069
Pines Plaza Water & Sewer Construction		\$5,300
Gum Point Road Sewer Construction		\$2,763
Gum Point Road Sewer Connection (customer purchases grinder pump)		\$2,763
Riddle Farm Service Area		
Water (Including Route 50 Corridor Water)		\$6,323
Route 50 Corridor Water Construction		\$2,853
Sewer		\$9,076
Route 50 Corridor Sewer		\$4,926
Snug Harbour Sub-Area Section 3		
Sewer (includes equity contrib, con costs hookup & misc fees)		\$21,813

A- Fee set by Sussex County. Good through 6/30/23- subject to change after that date.
B - The additional money the County collects for the sewer is distributed per the Contract

**WORCESTER COUNTY
WATER & WASTEWATER ENTERPRISE FUND
REQUESTED FEE SCHEDULE
FISCAL YEAR 2024**

TERMINATION SERVICE FEE	\$ 50.00
REQUEST WATER SHUT-OFF	\$ 25.00
REQUEST WATER TURN-ON	\$ 25.00
CALL IN DURING NON-WORKING HOURS, IF HOMEOWNERS PROBLEM	\$ 100.00
TEST WATER METER (IF METER PROVES TO BE ACCURATE)	\$ 62.50
RETURNED CHECK	\$ 25.00
REQUEST SPECIAL METER READING (I.E. ATTORNEY, REALTOR ETC.)	\$ 25.00
BULK WATER SALE	
ANNUAL PERMIT CHARGE	\$ 50.00
Metered usage shall be billed at \$5.00 per thousand gallons with a \$5.00 connection charge	

DEPARTMENT BUDGET SUMMARY

Worcester County Water & Wastewater

MISSION STATEMENT:

Revenues:

Category	Adopted Budget FY2023	Budget Request FY2024	% Change
Charges for Services	\$ 12,808,446	\$ 13,268,690	3.6%
Interest & Penalties	\$ 151,600	\$ 165,270	9.0%
Operating Grants	\$ 31,500	\$ 31,500	0.0%
Other Revenue	\$ 379,825	\$ 215,000	-43.4%
Transfers from Other Funds	\$ -	\$ 29,195	100.0%
Transfers from (to) Reserves	\$ 765,017	\$ 1,633,583	113.5%
Total	\$ 14,136,388	\$ 15,343,238	8.5%

Expenditures:

Category	Adopted Budget FY2023	Budget Request FY2024	% Change
Personnel Services	\$ 6,111,589	\$ 6,292,124	3.0%
Supplies & Materials	\$ 1,005,157	\$ 1,200,757	19.5%
Maintenance & Services	\$ 5,167,598	\$ 6,095,980	18.0%
Other Charges	\$ 173,697	\$ 163,876	-5.7%
Interfund Charges	\$ 820,347	\$ 896,641	9.3%
Depreciation	\$ -	\$ -	0.0%
Capital Outlay	\$ 858,000	\$ 693,860	-19.1%
Total	\$ 14,136,388	\$ 15,343,238	8.5%
Summary of Budget Increase/Decrease Request		\$ Increase/ (Decrease)	% Inc/(Dec)
		\$ 1,206,850	8.5%

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 520 - Assateague Point					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	55,620.00	50,382.00	5,238.00	10
5005.100	Commercial Water Service	960.00	900.00	60.00	7
5010.100	Domestic Sewer Service	223,272.00	200,870.00	22,402.00	11
5015.100	Commercial Sewer Service	20,096.00	18,108.00	1,988.00	11
5856	Grinder Pump Surcharge	8,592.00	7,444.00	1,148.00	15
<i>Charges for Services Totals</i>		\$308,540.00	\$277,704.00	\$30,836.00	11%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	4,300.00	3,750.00	550.00	15
<i>Interest & Penalties Totals</i>		\$4,300.00	\$3,750.00	\$550.00	15%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	53,121.00	30,584.00	22,537.00	74
<i>Transfers In Totals</i>		\$53,121.00	\$30,584.00	\$22,537.00	74%
REVENUE TOTALS		\$365,961.00	\$312,038.00	\$53,923.00	17%
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	15,000.00	3,000.00	12,000.00	400
6000.200	Personnel Services Salaries-Support Group	70,120.00	71,026.00	(906.00)	(1)
6000.300	Personnel Services Salaries-Construction	7,246.00	6,200.00	1,046.00	17
6000.400	Personnel Services Overtime Pay	2,000.00	3,000.00	(1,000.00)	(33)
6010.100	Benefits Fica & Fringe Benefits	54,714.00	44,345.00	10,369.00	23
6010.900	Benefits OPEB contribution	6,927.00	5,437.00	1,490.00	27
<i>Personnel Services Totals</i>		\$156,007.00	\$133,008.00	\$22,999.00	17%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	3,700.00	7,866.00	(4,166.00)	(53)
6110.060	Supplies & Equipment Chemicals	25,000.00	13,000.00	12,000.00	92
6110.090	Supplies & Equipment Computers & Printers	.00	110.00	(110.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	660.00	660.00	.00	
6110.420	Supplies & Equipment Tools & Supplies	400.00	400.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	347.00	347.00	.00	
6200.010	Other Supplies & Materials Lab Testing	5,000.00	5,000.00	.00	
6200.030	Other Supplies & Materials Testing Supplies	600.00	1,000.00	(400.00)	(40)
<i>Supplies & Materials Totals</i>		\$35,707.00	\$28,383.00	\$7,324.00	26%

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Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 520 - Assateague Point					
EXPENSE					
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	10,000.00	10,000.00	.00	
6500.012	Systems Maintenance Grinder Pump	48,000.00	40,000.00	8,000.00	20
6500.020	Systems Maintenance Water Plant/System Maint	8,000.00	4,000.00	4,000.00	100
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	20,000.00	15,000.00	5,000.00	33
6500.040	Systems Maintenance WWW Paving	.00	1,000.00	(1,000.00)	(100)
6500.070	Systems Maintenance Contractor Water Install/Repair	8,000.00	.00	8,000.00	
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,000.00	.00	5,000.00	
6530.100	Consulting Services Professional Fees	1,000.00	3,380.00	(2,380.00)	(70)
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	11,000.00	11,330.00	(330.00)	(3)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000.00	1,000.00	.00	
6550.060	Building Site Expenses Electricity	20,000.00	25,000.00	(5,000.00)	(20)
6550.270	Building Site Expenses Telephone	.00	240.00	(240.00)	(100)
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,000.00	2,284.00	(1,284.00)	(56)
<i>Maintenance & Services Totals</i>		\$133,000.00	\$113,234.00	\$19,766.00	17%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	363.00	363.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	6,400.00	5,500.00	900.00	16
<i>Other Charges Totals</i>		\$6,763.00	\$5,863.00	\$900.00	15%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	9,575.00	8,603.00	972.00	11
8010.040	Interfund Treasurer's Support - Fringe	4,204.00	4,004.00	200.00	5
8010.050	Interfund Public Works & Admin - Benefits	6,317.00	6,016.00	301.00	5
8010.060	Interfund Public Works & Admin - Salaries	14,388.00	12,927.00	1,461.00	11
<i>Interfund Charges Totals</i>		\$34,484.00	\$31,550.00	\$2,934.00	9%
EXPENSE TOTALS		\$365,961.00	\$312,038.00	\$53,923.00	17%
Fund 520 - Assateague Point Totals					
REVENUE TOTALS		\$365,961.00	\$312,038.00	\$53,923.00	17%
EXPENSE TOTALS		\$365,961.00	\$312,038.00	\$53,923.00	17%
Fund 520 - Assateague Point Totals		\$0.00	\$0.00	\$0.00	+++

ITEM 10

Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 525 - Bridgetown					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	13,252.00	12,260.00	992.00	8
5005.100	Commercial Water Service	740.00	684.00	56.00	8
5005.200	Commercial Water Usage	1,380.00	1,200.00	180.00	15
<i>Charges for Services Totals</i>		\$15,372.00	\$14,144.00	\$1,228.00	9%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	670.00	550.00	120.00	22
<i>Interest & Penalties Totals</i>		\$670.00	\$550.00	\$120.00	22%
<i>Operating Grant</i>					
5815	Operating Grant	31,500.00	31,500.00	.00	
<i>Operating Grant Totals</i>		\$31,500.00	\$31,500.00	\$0.00	0%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	309.00	(144.00)	453.00	(315)
<i>Transfers In Totals</i>		\$309.00	(\$144.00)	\$453.00	(315%)
REVENUE TOTALS		\$47,851.00	\$46,050.00	\$1,801.00	4%
EXPENSE					
<i>Personnel Services</i>					
6000.200	Personnel Services Salaries-Support Group	5,100.00	5,166.00	(66.00)	(1)
6000.300	Personnel Services Salaries-Construction	966.00	827.00	139.00	17
6010.100	Benefits Fica & Fringe Benefits	3,571.00	3,320.00	251.00	8
6010.900	Benefits OPEB contribution	454.00	407.00	47.00	12
<i>Personnel Services Totals</i>		\$10,091.00	\$9,720.00	\$371.00	4%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	533.00	533.00	.00	
6110.090	Supplies & Equipment Computers & Printers	.00	8.00	(8.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	48.00	48.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	25.00	25.00	.00	
6200.010	Other Supplies & Materials Lab Testing	500.00	500.00	.00	
<i>Supplies & Materials Totals</i>		\$1,106.00	\$1,114.00	(\$8.00)	(1%)
<i>Maintenance & Services</i>					
6500.020	Systems Maintenance Water Plant/System Maint	.00	2,000.00	(2,000.00)	(100)
6500.070	Systems Maintenance Contractor Water Install/Repair	3,500.00	.00	3,500.00	
6530.100	Consulting Services Professional Fees	254.00	254.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	532.00	824.00	(292.00)	(35)

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Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 525 - Bridletown					
EXPENSE					
<i>Maintenance & Services</i>					
6550.270	Building Site Expenses Telephone	.00	18.00	(18.00)	(100)
6700.200	Other Maint. & Svcs Payment to Water Utility	30,000.00	30,000.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	415.00	305.00	110.00	36
<i>Maintenance & Services Totals</i>		\$34,701.00	\$33,401.00	\$1,300.00	4%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	26.00	26.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	300.00	300.00	.00	
<i>Other Charges Totals</i>		\$326.00	\$326.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	639.00	574.00	65.00	11
8010.040	Interfund Treasurer's Support - Fringe	280.00	267.00	13.00	5
8010.050	Interfund Public Works & Admin - Benefits	216.00	206.00	10.00	5
8010.060	Interfund Public Works & Admin - Salaries	492.00	442.00	50.00	11
<i>Interfund Charges Totals</i>		\$1,627.00	\$1,489.00	\$138.00	9%
EXPENSE TOTALS		\$47,851.00	\$46,050.00	\$1,801.00	4%
Fund 525 - Bridletown Totals					
REVENUE TOTALS		\$47,851.00	\$46,050.00	\$1,801.00	4%
EXPENSE TOTALS		\$47,851.00	\$46,050.00	\$1,801.00	4%
Fund 525 - Bridletown Totals		\$0.00	\$0.00	\$0.00	+++
Fund 530 - Edgewater Acres					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	59,685.00	57,778.00	1,907.00	3
5000.200	Domestic Water Usage	45,000.00	45,000.00	.00	
5010.100	Domestic Sewer Service	161,160.00	151,060.00	10,100.00	7
<i>Charges for Services Totals</i>		\$265,845.00	\$253,838.00	\$12,007.00	5%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	1,500.00	2,000.00	(500.00)	(25)
<i>Interest & Penalties Totals</i>		\$1,500.00	\$2,000.00	(\$500.00)	(25%)
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	(4,358.00)	(1,524.00)	(2,834.00)	186
<i>Transfers In Totals</i>		(\$4,358.00)	(\$1,524.00)	(\$2,834.00)	186%



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Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 530 - Edgewater Acres					
REVENUE					
<i>Debt Service Revenue</i>					
5980	Front Foot/EDU Revenue	865.00	865.00	.00	
	<i>Debt Service Revenue Totals</i>	<u>\$865.00</u>	<u>\$865.00</u>	<u>\$0.00</u>	<u>0%</u>
	REVENUE TOTALS	<u>\$263,852.00</u>	<u>\$255,179.00</u>	<u>\$8,673.00</u>	<u>3%</u>
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	6,000.00	500.00	5,500.00	1,100
6000.200	Personnel Services Salaries-Support Group	33,148.00	33,576.00	(428.00)	(1)
6000.300	Personnel Services Salaries-Construction	1,449.00	1,240.00	209.00	17
6000.400	Personnel Services Overtime Pay	500.00	2,500.00	(2,000.00)	(80)
6010.100	Benefits Fica & Fringe Benefits	23,625.00	19,373.00	4,252.00	22
6010.900	Benefits OPEB contribution	2,595.00	2,387.00	208.00	9
	<i>Personnel Services Totals</i>	<u>\$67,317.00</u>	<u>\$59,576.00</u>	<u>\$7,741.00</u>	<u>13%</u>
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	500.00	2,177.00	(1,677.00)	(77)
6110.090	Supplies & Equipment Computers & Printers	.00	52.00	(52.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	312.00	312.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	164.00	164.00	.00	
6200.010	Other Supplies & Materials Lab Testing	1,000.00	1,500.00	(500.00)	(33)
6200.030	Other Supplies & Materials Testing Supplies	1,000.00	250.00	750.00	300
	<i>Supplies & Materials Totals</i>	<u>\$2,976.00</u>	<u>\$4,455.00</u>	<u>(\$1,479.00)</u>	<u>(33%)</u>
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	5,000.00	5,000.00	.00	
6500.020	Systems Maintenance Water Plant/System Maint	5,000.00	5,000.00	.00	
6500.040	Systems Maintenance WWW Paving	500.00	500.00	.00	
6500.070	Systems Maintenance Contractor Water Install/Repair	3,000.00	.00	3,000.00	
6530.100	Consulting Services Professional Fees	1,268.00	1,268.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	3,458.00	5,356.00	(1,898.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	300.00	300.00	.00	
6550.060	Building Site Expenses Electricity	6,000.00	6,000.00	.00	
6550.270	Building Site Expenses Telephone	715.00	715.00	.00	
6700.100	Other Maint. & Svcs Payment to Sewer Utility	80,000.00	80,000.00	.00	
6700.200	Other Maint. & Svcs Payment to Water Utility	72,000.00	72,000.00	.00	

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 530 - Edgewater Acres					
EXPENSE					
<i>Maintenance & Services</i>					
6700.500	Other Maint. & Svcs Water & Wastewater Construction	622.00	457.00	165.00	36
<i>Maintenance & Services Totals</i>		\$177,863.00	\$176,596.00	\$1,267.00	1%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	172.00	172.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	2,100.00	2,100.00	.00	
<i>Other Charges Totals</i>		\$2,272.00	\$2,272.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	3,671.00	3,298.00	373.00	11
8010.040	Interfund Treasurer's Support - Fringe	1,612.00	1,535.00	77.00	5
8010.050	Interfund Public Works & Admin - Benefits	2,484.00	2,365.00	119.00	5
8010.060	Interfund Public Works & Admin - Salaries	5,657.00	5,082.00	575.00	11
<i>Interfund Charges Totals</i>		\$13,424.00	\$12,280.00	\$1,144.00	9%
EXPENSE TOTALS		\$263,852.00	\$255,179.00	\$8,673.00	3%
Fund 530 - Edgewater Acres Totals					
REVENUE TOTALS		\$263,852.00	\$255,179.00	\$8,673.00	3%
EXPENSE TOTALS		\$263,852.00	\$255,179.00	\$8,673.00	3%
Fund 530 - Edgewater Acres Totals		\$0.00	\$0.00	\$0.00	+++
Fund 535 - Landings					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	37,842.00	34,674.00	3,168.00	9
5000.200	Domestic Water Usage	5,500.00	5,500.00	.00	
5010.100	Domestic Sewer Service	96,061.00	88,973.00	7,088.00	8
5010.200	Domestic Sewer Usage	12,000.00	12,000.00	.00	
5020	Additional Assessments - Accessibility	208,637.00	205,704.00	2,933.00	1
<i>Charges for Services Totals</i>		\$360,040.00	\$346,851.00	\$13,189.00	4%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	4,000.00	4,000.00	.00	
<i>Interest & Penalties Totals</i>		\$4,000.00	\$4,000.00	\$0.00	0%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	68,039.00	26,358.00	41,681.00	158
<i>Transfers In Totals</i>		\$68,039.00	\$26,358.00	\$41,681.00	158%

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Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 535 - Landings					
REVENUE TOTALS		\$432,079.00	\$377,209.00	\$54,870.00	15%
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	10,000.00	4,000.00	6,000.00	150
6000.200	Personnel Services Salaries-Support Group	76,495.00	77,483.00	(988.00)	(1)
6000.300	Personnel Services Salaries-Construction	2,415.00	2,067.00	348.00	17
6000.400	Personnel Services Overtime Pay	.00	2,500.00	(2,500.00)	(100)
6010.100	Benefits Fica & Fringe Benefits	52,198.00	45,997.00	6,201.00	13
6010.900	Benefits OPEB contribution	5,918.00	5,652.00	266.00	5
<i>Personnel Services Totals</i>		\$147,026.00	\$137,699.00	\$9,327.00	7%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	1,200.00	1,722.00	(522.00)	(30)
6110.060	Supplies & Equipment Chemicals	20,000.00	15,000.00	5,000.00	33
6110.090	Supplies & Equipment Computers & Printers	.00	120.00	(120.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	720.00	720.00	.00	
6110.420	Supplies & Equipment Tools & Supplies	300.00	300.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	378.00	378.00	.00	
6200.010	Other Supplies & Materials Lab Testing	3,000.00	3,000.00	.00	
6200.030	Other Supplies & Materials Testing Supplies	2,000.00	2,000.00	.00	
<i>Supplies & Materials Totals</i>		\$27,598.00	\$23,240.00	\$4,358.00	19%
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	7,500.00	7,500.00	.00	
6500.020	Systems Maintenance Water Plant/System Maint	39,000.00	15,000.00	24,000.00	160
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	5,000.00	5,000.00	.00	
6500.040	Systems Maintenance WWW Paving	500.00	500.00	.00	
6500.070	Systems Maintenance Contractor Water Install/Repair	16,000.00	.00	16,000.00	
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,000.00	.00	5,000.00	
6530.100	Consulting Services Professional Fees	930.00	930.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	7,980.00	12,360.00	(4,380.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	3,000.00	3,000.00	.00	
6550.060	Building Site Expenses Electricity	20,000.00	20,000.00	.00	
6550.270	Building Site Expenses Telephone	1,500.00	2,000.00	(500.00)	(25)

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 535 - Landings					
EXPENSE					
<i>Maintenance & Services</i>					
6700.100	Other Maint. & Svcs Payment to Sewer Utility	138,328.00	138,328.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,036.00	761.00	275.00	36
<i>Maintenance & Services Totals</i>		\$245,774.00	\$205,379.00	\$40,395.00	20%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	396.00	396.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	2,000.00	2,000.00	.00	
<i>Other Charges Totals</i>		\$2,396.00	\$2,396.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	2,394.00	2,151.00	243.00	11
8010.040	Interfund Treasurer's Support - Fringe	1,051.00	1,001.00	50.00	5
8010.050	Interfund Public Works & Admin - Benefits	1,782.00	1,697.00	85.00	5
8010.060	Interfund Public Works & Admin - Salaries	4,058.00	3,646.00	412.00	11
<i>Interfund Charges Totals</i>		\$9,285.00	\$8,495.00	\$790.00	9%
EXPENSE TOTALS		\$432,079.00	\$377,209.00	\$54,870.00	15%
Fund 535 - Landings Totals					
REVENUE TOTALS		\$432,079.00	\$377,209.00	\$54,870.00	15%
EXPENSE TOTALS		\$432,079.00	\$377,209.00	\$54,870.00	15%
Fund 535 - Landings Totals		\$0.00	\$0.00	\$0.00	+++
Fund 540 - Lighthouse Sound					
REVENUE					
<i>Charges for Services</i>					
5010.100	Domestic Sewer Service	107,500.00	96,600.00	10,900.00	11
5020	Additional Assessments - Accessibility	9,688.00	10,700.00	(1,012.00)	(9)
<i>Charges for Services Totals</i>		\$117,188.00	\$107,300.00	\$9,888.00	9%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	700.00	700.00	.00	
<i>Interest & Penalties Totals</i>		\$700.00	\$700.00	\$0.00	0%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	(242.00)	801.00	(1,043.00)	(130)
<i>Transfers In Totals</i>		(\$242.00)	\$801.00	(\$1,043.00)	(130%)
REVENUE TOTALS		\$117,646.00	\$108,801.00	\$8,845.00	8%



ITEM 10 Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 540 - Lighthouse Sound					
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	6,000.00	2,000.00	4,000.00	200
6000.200	Personnel Services Salaries-Support Group	34,423.00	34,867.00	(444.00)	(1)
6000.300	Personnel Services Salaries-Construction	2,898.00	2,480.00	418.00	17
6000.400	Personnel Services Overtime Pay	.00	1,000.00	(1,000.00)	(100)
6010.100	Benefits Fica & Fringe Benefits	25,283.00	21,648.00	3,635.00	17
6010.900	Benefits OPEB contribution	3,249.00	2,666.00	583.00	22
<i>Personnel Services Totals</i>		\$71,853.00	\$64,661.00	\$7,192.00	11%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	875.00	875.00	.00	
6110.060	Supplies & Equipment Chemicals	4,000.00	6,000.00	(2,000.00)	(33)
6110.090	Supplies & Equipment Computers & Printers	.00	54.00	(54.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	324.00	324.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	170.00	170.00	.00	
6200.010	Other Supplies & Materials Lab Testing	5,000.00	5,000.00	.00	
<i>Supplies & Materials Totals</i>		\$10,369.00	\$12,423.00	(\$2,054.00)	(17%)
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	5,500.00	5,500.00	.00	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	8,000.00	5,000.00	3,000.00	60
6530.100	Consulting Services Professional Fees	507.00	507.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	3,591.00	5,562.00	(1,971.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	500.00	500.00	.00	
6550.060	Building Site Expenses Electricity	10,000.00	8,000.00	2,000.00	25
6550.270	Building Site Expenses Telephone	836.00	836.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,244.00	914.00	330.00	36
<i>Maintenance & Services Totals</i>		\$30,178.00	\$26,819.00	\$3,359.00	13%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	178.00	178.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	1,000.00	1,000.00	.00	
<i>Other Charges Totals</i>		\$1,178.00	\$1,178.00	\$0.00	0%

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 540 - Lighthouse Sound					
EXPENSE					
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	1,597.00	1,434.00	163.00	11
8010.040	Interfund Treasurer's Support - Fringe	701.00	667.00	34.00	5
8010.050	Interfund Public Works & Admin - Benefits	540.00	514.00	26.00	5
8010.060	Interfund Public Works & Admin - Salaries	1,230.00	1,105.00	125.00	11
	<i>Interfund Charges Totals</i>	<u>\$4,068.00</u>	<u>\$3,720.00</u>	<u>\$348.00</u>	<u>9%</u>
	EXPENSE TOTALS	\$117,646.00	\$108,801.00	\$8,845.00	8%
Fund 540 - Lighthouse Sound Totals					
	REVENUE TOTALS	\$117,646.00	\$108,801.00	\$8,845.00	8%
	EXPENSE TOTALS	\$117,646.00	\$108,801.00	\$8,845.00	8%
Fund 540 - Lighthouse Sound Totals					
		\$0.00	\$0.00	\$0.00	+++
Fund 545 - Mystic Harbour					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	362,052.00	325,409.00	36,643.00	11
5000.200	Domestic Water Usage	70,000.00	70,000.00	.00	
5005.100	Commercial Water Service	76,481.00	66,568.00	9,913.00	15
5005.200	Commercial Water Usage	45,000.00	45,000.00	.00	
5010.100	Domestic Sewer Service	490,188.00	434,413.00	55,775.00	13
5010.200	Domestic Sewer Usage	75,000.00	75,000.00	.00	
5015.100	Commercial Sewer Service	69,755.00	59,436.00	10,319.00	17
5015.200	Commercial Sewer Usage	85,000.00	85,000.00	.00	
5020.100	Additional Assessments - Accessibility Water Accessibility	.00	67,890.00	(67,890.00)	(100)
5020.200	Additional Assessments - Accessibility Sewer Accessibility	.00	167,445.00	(167,445.00)	(100)
5040	Hook-Ups	32,000.00	35,000.00	(3,000.00)	(9)
	<i>Charges for Services Totals</i>	<u>\$1,305,476.00</u>	<u>\$1,431,161.00</u>	<u>(\$125,685.00)</u>	<u>(9%)</u>
<i>Interest & Penalties</i>					
4710	Penalty/Fees	15,000.00	15,000.00	.00	
	<i>Interest & Penalties Totals</i>	<u>\$15,000.00</u>	<u>\$15,000.00</u>	<u>\$0.00</u>	<u>0%</u>
<i>Transfers In</i>					
5510	Transfers From Other Funds	138,328.00	138,328.00	.00	
5975.100	Transfers From (To) Reserve	545,691.00	319,566.00	226,125.00	71
	<i>Transfers In Totals</i>	<u>\$684,019.00</u>	<u>\$457,894.00</u>	<u>\$226,125.00</u>	<u>49%</u>



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Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 545 - Mystic Harbour					
	REVENUE TOTALS	\$2,004,495.00	\$1,904,055.00	\$100,440.00	5%
	EXPENSE				
	<i>Personnel Services</i>				
6000.100	Personnel Services Salaries	30,000.00	10,000.00	20,000.00	200
6000.200	Personnel Services Salaries-Support Group	407,973.00	413,243.00	(5,270.00)	(1)
6000.300	Personnel Services Salaries-Construction	12,077.00	14,333.00	(2,256.00)	(16)
6000.400	Personnel Services Overtime Pay	16,000.00	20,000.00	(4,000.00)	(20)
6010.100	Benefits Fica & Fringe Benefits	261,680.00	237,605.00	24,075.00	10
6010.900	Benefits OPEB contribution	33,754.00	29,303.00	4,451.00	15
	<i>Personnel Services Totals</i>	\$761,484.00	\$724,484.00	\$37,000.00	5%
	<i>Supplies & Materials</i>				
6100.010	Administrative Expense Administrative Expenses	5,000.00	14,735.00	(9,735.00)	(66)
6110.060	Supplies & Equipment Chemicals	200,000.00	200,000.00	.00	
6110.090	Supplies & Equipment Computers & Printers	.00	640.00	(640.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	3,840.00	3,840.00	.00	
6110.420	Supplies & Equipment Tools & Supplies	3,000.00	3,000.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	2,016.00	2,016.00	.00	
6200.010	Other Supplies & Materials Lab Testing	15,000.00	10,000.00	5,000.00	50
6200.030	Other Supplies & Materials Testing Supplies	10,000.00	10,000.00	.00	
	<i>Supplies & Materials Totals</i>	\$238,856.00	\$244,231.00	(\$5,375.00)	(2%)
	<i>Maintenance & Services</i>				
6500.010	Systems Maintenance Collection System Maintenance	50,000.00	50,000.00	.00	
6500.020	Systems Maintenance Water Plant/System Maint	146,000.00	136,500.00	9,500.00	7
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	140,000.00	70,000.00	70,000.00	100
6500.040	Systems Maintenance WWW Paving	4,000.00	4,000.00	.00	
6500.070	Systems Maintenance Contractor Water Install/Repair	20,000.00	10,000.00	10,000.00	100
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,000.00	5,000.00	.00	
6530.100	Consulting Services Professional Fees	8,873.00	8,873.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	42,560.00	65,920.00	(23,360.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,000.00	10,000.00	.00	
6550.060	Building Site Expenses Electricity	200,000.00	200,000.00	.00	
6550.270	Building Site Expenses Telephone	7,130.00	7,130.00	.00	



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Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 545 - Mystic Harbour					
EXPENSE					
<i>Maintenance & Services</i>					
6700.100	Other Maint. & Svcs Payment to Sewer Utility	100,000.00	70,000.00	30,000.00	43
6700.150	Other Maint. & Svcs Payment to Water Utility Effluen	40,000.00	30,000.00	10,000.00	33
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	1,000.00	1,000.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	5,181.00	3,806.00	1,375.00	36
6700.650	Other Maint. & Svcs Tipping Fees	35,000.00	15,000.00	20,000.00	133
	<i>Maintenance & Services Totals</i>	\$814,744.00	\$687,229.00	\$127,515.00	19%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	2,112.00	2,112.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	18,000.00	18,000.00	.00	
	<i>Other Charges Totals</i>	\$20,112.00	\$20,112.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	25,535.00	22,942.00	2,593.00	11
8010.040	Interfund Treasurer's Support - Fringe	11,211.00	10,677.00	534.00	5
8010.050	Interfund Public Works & Admin - Benefits	22,136.00	21,082.00	1,054.00	5
8010.060	Interfund Public Works & Admin - Salaries	50,417.00	45,298.00	5,119.00	11
	<i>Interfund Charges Totals</i>	\$109,299.00	\$99,999.00	\$9,300.00	9%
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	60,000.00	128,000.00	(68,000.00)	(53)
	<i>Capital Equipment Totals</i>	\$60,000.00	\$128,000.00	(\$68,000.00)	(53%)
	EXPENSE TOTALS	\$2,004,495.00	\$1,904,055.00	\$100,440.00	5%
Fund 545 - Mystic Harbour Totals					
	REVENUE TOTALS	\$2,004,495.00	\$1,904,055.00	\$100,440.00	5%
	EXPENSE TOTALS	\$2,004,495.00	\$1,904,055.00	\$100,440.00	5%
	Fund 545 - Mystic Harbour Totals	\$0.00	\$0.00	\$0.00	+++
Fund 550 - Newark					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	55,848.00	53,100.00	2,748.00	5
5000.200	Domestic Water Usage	11,000.00	11,000.00	.00	
5005.100	Commercial Water Service	6,080.00	5,720.00	360.00	6
5005.200	Commercial Water Usage	4,000.00	4,000.00	.00	
5010.100	Domestic Sewer Service	51,852.00	49,212.00	2,640.00	5



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Budget Worksheet Report

Budget Year 2024

Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 550 - Newark					
REVENUE					
<i>Charges for Services</i>					
5010.200	Domestic Sewer Usage	10,000.00	10,000.00	.00	
5015.100	Commercial Sewer Service	25,260.00	24,340.00	920.00	4
5015.200	Commercial Sewer Usage	3,000.00	3,000.00	.00	
5040	Hook-Ups	8,300.00	15,000.00	(6,700.00)	(45)
<i>Charges for Services Totals</i>		\$175,340.00	\$175,372.00	(\$32.00)	0%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	2,500.00	2,000.00	500.00	25
<i>Interest & Penalties Totals</i>		\$2,500.00	\$2,000.00	\$500.00	25%
<i>Miscellaneous</i>					
4270	Rents-Tower Site/Contrib & Donat	26,195.00	.00	26,195.00	
<i>Miscellaneous Totals</i>		\$26,195.00	\$0.00	\$26,195.00	+++
<i>Other Revenue</i>					
5850	Other Revenue	3,000.00	25,632.00	(22,632.00)	(88)
<i>Other Revenue Totals</i>		\$3,000.00	\$25,632.00	(\$22,632.00)	(88%)
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	(13,207.00)	(19,357.00)	6,150.00	(32)
<i>Transfers In Totals</i>		(\$13,207.00)	(\$19,357.00)	\$6,150.00	(32%)
REVENUE TOTALS		\$193,828.00	\$183,647.00	\$10,181.00	6%
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	8,436.00	3,000.00	5,436.00	181
6000.200	Personnel Services Salaries-Support Group	57,371.00	58,112.00	(741.00)	(1)
6000.300	Personnel Services Salaries-Construction	4,831.00	4,133.00	698.00	17
6000.400	Personnel Services Overtime Pay	1,000.00	1,000.00	.00	
6010.100	Benefits Fica & Fringe Benefits	40,978.00	35,897.00	5,081.00	14
6010.900	Benefits OPEB contribution	5,265.00	4,421.00	844.00	19
<i>Personnel Services Totals</i>		\$117,881.00	\$106,563.00	\$11,318.00	11%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	1,000.00	1,641.00	(641.00)	(39)
6110.060	Supplies & Equipment Chemicals	5,000.00	5,000.00	.00	
6110.090	Supplies & Equipment Computers & Printers	.00	90.00	(90.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	540.00	540.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	284.00	284.00	.00	
6200.010	Other Supplies & Materials Lab Testing	5,000.00	2,700.00	2,300.00	85

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 550 - Newark					
EXPENSE					
<i>Supplies & Materials</i>					
6200.030	Other Supplies & Materials Testing Supplies	2,000.00	2,000.00	.00	
	<i>Supplies & Materials Totals</i>	\$13,824.00	\$12,255.00	\$1,569.00	13%
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	5,000.00	5,000.00	.00	
6500.020	Systems Maintenance Water Plant/System Maint	12,000.00	12,000.00	.00	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	7,500.00	5,000.00	2,500.00	50
6500.070	Systems Maintenance Contractor Water Install/Repair	4,000.00	6,000.00	(2,000.00)	(33)
6530.100	Consulting Services Professional Fees	676.00	676.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	5,985.00	9,270.00	(3,285.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000.00	1,000.00	.00	
6550.060	Building Site Expenses Electricity	16,000.00	16,000.00	.00	
6550.270	Building Site Expenses Telephone	500.00	500.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,000.00	1,523.00	(523.00)	(34)
	<i>Maintenance & Services Totals</i>	\$53,661.00	\$56,969.00	(\$3,308.00)	(6%)
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	297.00	297.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	1,100.00	1,100.00	.00	
	<i>Other Charges Totals</i>	\$1,397.00	\$1,397.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	1,835.00	1,649.00	186.00	11
8010.040	Interfund Treasurer's Support - Fringe	806.00	767.00	39.00	5
8010.050	Interfund Public Works & Admin - Benefits	1,350.00	1,285.00	65.00	5
8010.060	Interfund Public Works & Admin - Salaries	3,074.00	2,762.00	312.00	11
	<i>Interfund Charges Totals</i>	\$7,065.00	\$6,463.00	\$602.00	9%
	EXPENSE TOTALS	\$193,828.00	\$183,647.00	\$10,181.00	6%
Fund 550 - Newark Totals					
	REVENUE TOTALS	\$193,828.00	\$183,647.00	\$10,181.00	6%
	EXPENSE TOTALS	\$193,828.00	\$183,647.00	\$10,181.00	6%

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 550 - Newark Totals		\$0.00	\$0.00	\$0.00	+++
Fund 555 - Ocean Pines					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	1,636,168.00	1,533,286.00	102,882.00	7
5000.200	Domestic Water Usage	210,000.00	210,000.00	.00	
5005.100	Commercial Water Service	67,867.00	63,584.00	4,283.00	7
5005.200	Commercial Water Usage	35,000.00	35,000.00	.00	
5010.100	Domestic Sewer Service	4,910,119.00	4,602,234.00	307,885.00	7
5010.200	Domestic Sewer Usage	575,000.00	575,000.00	.00	
5015.100	Commercial Sewer Service	195,602.00	183,919.00	11,683.00	6
5015.200	Commercial Sewer Usage	90,000.00	90,000.00	.00	
5025	Transfer from River Run	50,000.00	50,000.00	.00	
5030	White Horse Park Revenue	286,440.00	271,560.00	14,880.00	5
5040	Hook-Ups	105,000.00	105,000.00	.00	
<i>Charges for Services Totals</i>		\$8,161,196.00	\$7,719,583.00	\$441,613.00	6%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	90,000.00	83,000.00	7,000.00	8
<i>Interest & Penalties Totals</i>		\$90,000.00	\$83,000.00	\$7,000.00	8%
<i>Other Revenue</i>					
5042	Equity Contribution	85,000.00	85,000.00	.00	
5850	Other Revenue	100,000.00	100,000.00	.00	
5875	Rent/Overhead Reimbursement	30,000.00	30,000.00	.00	
<i>Other Revenue Totals</i>		\$215,000.00	\$215,000.00	\$0.00	0%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	158,072.00	66,322.00	91,750.00	138
<i>Transfers In Totals</i>		\$158,072.00	\$66,322.00	\$91,750.00	138%
REVENUE TOTALS		\$8,624,268.00	\$8,083,905.00	\$540,363.00	7%
EXPENSE					
Department 8001 - Admin					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	161,705.00	149,239.00	12,466.00	8
6000.200	Personnel Services Salaries-Support Group	10,199.00	10,331.00	(132.00)	(1)
6000.300	Personnel Services Salaries-Construction	1,449.00	1,240.00	209.00	17
6010.100	Benefits Fica & Fringe Benefits	97,819.00	86,981.00	10,838.00	12
6010.900	Benefits OPEB contribution	12,048.00	10,679.00	1,369.00	13

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 555 - Ocean Pines					
EXPENSE					
Department 8001 - Admin					
Personnel Services					
<i>Personnel Services Totals</i>		\$283,220.00	\$258,470.00	\$24,750.00	10%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	30,000.00	62,000.00	(32,000.00)	(52)
6110.090	Supplies & Equipment Computers & Printers	.00	7,076.00	(7,076.00)	(100)
6110.290	Supplies & Equipment Other Office Equipment	2,000.00	5,000.00	(3,000.00)	(60)
6110.340	Supplies & Equipment Safety Program Equipment	1,500.00	1,500.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	13,000.00	13,052.00	(52.00)	
<i>Supplies & Materials Totals</i>		\$46,500.00	\$88,628.00	(\$42,128.00)	(48%)
<i>Maintenance & Services</i>					
6530.100	Consulting Services Professional Fees	50,700.00	50,700.00	.00	
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	3,000.00	2,000.00	1,000.00	50
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	1,648.00	1,648.00	.00	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	17,000.00	17,000.00	.00	
6550.270	Building Site Expenses Telephone	3,600.00	3,600.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	.00	457.00	(457.00)	(100)
<i>Maintenance & Services Totals</i>		\$75,948.00	\$75,405.00	\$543.00	1%
<i>Other Charges</i>					
7000.020	Travel, Training & Expense Board Member Allowance	3,000.00	6,000.00	(3,000.00)	(50)
7000.060	Travel, Training & Expense Educational Training	2,000.00	2,153.00	(153.00)	(7)
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	82,000.00	82,000.00	.00	
<i>Other Charges Totals</i>		\$87,000.00	\$90,153.00	(\$3,153.00)	(3%)
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	143,629.00	129,046.00	14,583.00	11
8010.040	Interfund Treasurer's Support - Fringe	63,061.00	60,058.00	3,003.00	5
8010.050	Interfund Public Works & Admin - Benefits	104,066.00	99,110.00	4,956.00	5
8010.060	Interfund Public Works & Admin - Salaries	237,021.00	212,957.00	24,064.00	11
<i>Interfund Charges Totals</i>		\$547,777.00	\$501,171.00	\$46,606.00	9%
Department 8001 - Admin Totals		\$1,040,445.00	\$1,013,827.00	\$26,618.00	3%

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Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 555 - Ocean Pines					
EXPENSE					
Department 8002 - Water					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	375,093.00	418,447.00	(43,354.00)	(10)
6000.200	Personnel Services Salaries-Support Group	44,622.00	45,198.00	(576.00)	(1)
6000.300	Personnel Services Salaries-Construction	214,005.00	208,103.00	5,902.00	3
6000.400	Personnel Services Overtime Pay	25,000.00	25,000.00	.00	
6010.100	Benefits Fica & Fringe Benefits	365,308.00	313,952.00	51,356.00	16
6010.900	Benefits OPEB contribution	45,328.00	40,044.00	5,284.00	13
<i>Personnel Services Totals</i>		\$1,069,356.00	\$1,050,744.00	\$18,612.00	2%
<i>Supplies & Materials</i>					
6110.060	Supplies & Equipment Chemicals	200,000.00	145,000.00	55,000.00	38
6110.090	Supplies & Equipment Computers & Printers	.00	70.00	(70.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	2,000.00	4,920.00	(2,920.00)	(59)
6110.420	Supplies & Equipment Tools & Supplies	1,500.00	1,500.00	.00	
6200.010	Other Supplies & Materials Lab Testing	10,000.00	10,000.00	.00	
6200.030	Other Supplies & Materials Testing Supplies	500.00	2,000.00	(1,500.00)	(75)
<i>Supplies & Materials Totals</i>		\$214,000.00	\$163,490.00	\$50,510.00	31%
<i>Maintenance & Services</i>					
6500.020	Systems Maintenance Water Plant/System Maint	405,000.00	375,500.00	29,500.00	8
6500.040	Systems Maintenance WWW Paving	40,000.00	70,000.00	(30,000.00)	(43)
6500.070	Systems Maintenance Contractor Water Install/Repair	300,000.00	250,000.00	50,000.00	20
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	22,000.00	22,000.00	.00	
6540.030	Vehicle Operating Expenses Vehicle Maintenance	12,000.00	12,000.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	7,210.00	7,210.00	.00	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,000.00	6,000.00	4,000.00	67
6550.060	Building Site Expenses Electricity	80,000.00	80,000.00	.00	
6550.270	Building Site Expenses Telephone	4,000.00	4,000.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	67,447.00	67,447.00	.00	
<i>Maintenance & Services Totals</i>		\$947,657.00	\$894,157.00	\$53,500.00	6%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	5,331.00	5,331.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 555 - Ocean Pines					
EXPENSE					
Department 8002 - Water					
Other Charges					
	<i>Other Charges Totals</i>	\$5,331.00	\$5,331.00	\$0.00	0%
Capital Equipment					
9010.090	Capital Equipment Other WWW Equipment	.00	50,000.00	(50,000.00)	(100)
	<i>Capital Equipment Totals</i>	\$0.00	\$50,000.00	(\$50,000.00)	(100%)
	Department 8002 - Water Totals	\$2,236,344.00	\$2,163,722.00	\$72,622.00	3%
Department 8003 - Treatment Plant					
Personnel Services					
6000.100	Personnel Services Salaries	884,346.00	882,241.00	2,105.00	
6000.200	Personnel Services Salaries-Support Group	50,996.00	51,655.00	(659.00)	(1)
6000.300	Personnel Services Salaries-Construction	14,492.00	12,400.00	2,092.00	17
6000.400	Personnel Services Overtime Pay	12,000.00	12,000.00	.00	
6010.100	Benefits Fica & Fringe Benefits	535,588.00	522,900.00	12,688.00	2
6010.900	Benefits OPEB contribution	70,284.00	64,189.00	6,095.00	9
	<i>Personnel Services Totals</i>	\$1,567,706.00	\$1,545,385.00	\$22,321.00	1%
Supplies & Materials					
6110.060	Supplies & Equipment Chemicals	415,000.00	250,000.00	165,000.00	66
6110.090	Supplies & Equipment Computers & Printers	3,180.00	80.00	3,100.00	3,875
6110.340	Supplies & Equipment Safety Program Equipment	5,000.00	7,480.00	(2,480.00)	(33)
6110.420	Supplies & Equipment Tools & Supplies	2,500.00	2,000.00	500.00	25
6200.010	Other Supplies & Materials Lab Testing	21,000.00	13,000.00	8,000.00	62
6200.030	Other Supplies & Materials Testing Supplies	15,000.00	13,000.00	2,000.00	15
	<i>Supplies & Materials Totals</i>	\$461,680.00	\$285,560.00	\$176,120.00	62%
Maintenance & Services					
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	225,000.00	171,000.00	54,000.00	32
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	22,000.00	20,000.00	2,000.00	10
6540.030	Vehicle Operating Expenses Vehicle Maintenance	15,000.00	10,000.00	5,000.00	50
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	1,000.00	8,240.00	(7,240.00)	(88)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	19,000.00	19,000.00	.00	
6550.060	Building Site Expenses Electricity	250,000.00	250,000.00	.00	
6550.270	Building Site Expenses Telephone	2,328.00	2,000.00	328.00	16

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 555 - Ocean Pines					
EXPENSE					
Department 8003 - Treatment Plant					
<i>Maintenance & Services</i>					
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	5,000.00	5,000.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	4,000.00	4,568.00	(568.00)	(12)
6700.650	Other Maint. & Svcs Tipping Fees	150,000.00	150,000.00	.00	
<i>Maintenance & Services Totals</i>		\$693,328.00	\$639,808.00	\$53,520.00	8%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	6,000.00	8,464.00	(2,464.00)	(29)
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
<i>Other Charges Totals</i>		\$6,000.00	\$8,464.00	(\$2,464.00)	(29%)
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	300,000.00	100,000.00	200,000.00	200
<i>Capital Equipment Totals</i>		\$300,000.00	\$100,000.00	\$200,000.00	200%
Department 8003 - Treatment Plant Totals		\$3,028,714.00	\$2,579,217.00	\$449,497.00	17%
Department 8004 - Collection Systems					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	460,685.00	539,730.00	(79,045.00)	(15)
6000.200	Personnel Services Salaries-Support Group	107,093.00	108,476.00	(1,383.00)	(1)
6000.300	Personnel Services Salaries-Construction	178,740.00	162,930.00	15,810.00	10
6000.400	Personnel Services Overtime Pay	25,000.00	25,000.00	.00	
6010.100	Benefits Fica & Fringe Benefits	433,967.00	392,567.00	41,400.00	11
6010.900	Benefits OPEB contribution	53,186.00	53,269.00	(83.00)	
<i>Personnel Services Totals</i>		\$1,258,671.00	\$1,281,972.00	(\$23,301.00)	(2%)
<i>Supplies & Materials</i>					
6110.090	Supplies & Equipment Computers & Printers	.00	168.00	(168.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	2,500.00	7,008.00	(4,508.00)	(64)
6110.420	Supplies & Equipment Tools & Supplies	2,500.00	3,000.00	(500.00)	(17)
<i>Supplies & Materials Totals</i>		\$5,000.00	\$10,176.00	(\$5,176.00)	(51%)
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	290,000.00	290,000.00	.00	
6500.040	Systems Maintenance WWW Paving	10,000.00	10,000.00	.00	
6500.075	Systems Maintenance Contractor Sewer Install/Repair	75,000.00	60,000.00	15,000.00	25
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	25,000.00	25,000.00	.00	
6540.030	Vehicle Operating Expenses Vehicle Maintenance	20,000.00	10,000.00	10,000.00	100

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Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 555 - Ocean Pines					
EXPENSE					
Department 8004 - Collection Systems					
<i>Maintenance & Services</i>					
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	17,304.00	17,304.00	.00	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	2,000.00	4,000.00	(2,000.00)	(50)
6550.060	Building Site Expenses Electricity	380,000.00	380,000.00	.00	
6550.270	Building Site Expenses Telephone	7,680.00	10,000.00	(2,320.00)	(23)
6700.500	Other Maint. & Svcs Water & Wastewater Construction	60,000.00	56,333.00	3,667.00	7
<i>Maintenance & Services Totals</i>		\$886,984.00	\$862,637.00	\$24,347.00	3%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	4,250.00	7,354.00	(3,104.00)	(42)
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
<i>Other Charges Totals</i>		\$4,250.00	\$7,354.00	(\$3,104.00)	(42%)
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	163,860.00	165,000.00	(1,140.00)	(1)
<i>Capital Equipment Totals</i>		\$163,860.00	\$165,000.00	(\$1,140.00)	(1%)
Department 8004 - Collection Systems Totals		\$2,318,765.00	\$2,327,139.00	(\$8,374.00)	0%
EXPENSE TOTALS		\$8,624,268.00	\$8,083,905.00	\$540,363.00	7%
Fund 555 - Ocean Pines Totals					
REVENUE TOTALS		\$8,624,268.00	\$8,083,905.00	\$540,363.00	7%
EXPENSE TOTALS		\$8,624,268.00	\$8,083,905.00	\$540,363.00	7%
Fund 555 - Ocean Pines Totals		\$0.00	\$0.00	\$0.00	+++
Fund 570 - Riddle Farm					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	145,430.00	126,350.00	19,080.00	15
5000.200	Domestic Water Usage	35,000.00	35,000.00	.00	
5005.100	Commercial Water Service	4,841.00	4,640.00	201.00	4
5005.200	Commercial Water Usage	5,000.00	5,000.00	.00	
5010.100	Domestic Sewer Service	435,630.00	378,480.00	57,150.00	15
5010.200	Domestic Sewer Usage	95,000.00	95,000.00	.00	
5015.100	Commercial Sewer Service	13,778.00	13,238.00	540.00	4
5015.200	Commercial Sewer Usage	14,000.00	14,000.00	.00	

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Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 570 - Riddle Farm					
REVENUE					
<i>Charges for Services</i>					
5020	Additional Assessments - Accessibility	77,000.00	.00	77,000.00	
5040	Hook-Ups	8,300.00	125,000.00	(116,700.00)	(93)
5857	Effluent Disposal Surcharge	13,020.00	1,820.00	11,200.00	615
	<i>Charges for Services Totals</i>	\$846,999.00	\$798,528.00	\$48,471.00	6%
<i>Interest & Penalties</i>					
4710	Penalty/Fees	6,000.00	5,000.00	1,000.00	20
	<i>Interest & Penalties Totals</i>	\$6,000.00	\$5,000.00	\$1,000.00	20%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	597,930.00	248,175.00	349,755.00	141
	<i>Transfers In Totals</i>	\$597,930.00	\$248,175.00	\$349,755.00	141%
	REVENUE TOTALS	\$1,450,929.00	\$1,051,703.00	\$399,226.00	38%
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	16,611.00	3,000.00	13,611.00	454
6000.200	Personnel Services Salaries-Support Group	218,010.00	220,826.00	(2,816.00)	(1)
6000.300	Personnel Services Salaries-Construction	14,492.00	12,400.00	2,092.00	17
6000.400	Personnel Services Overtime Pay	7,500.00	7,500.00	.00	
6010.100	Benefits Fica & Fringe Benefits	144,335.00	129,805.00	14,530.00	11
6010.900	Benefits OPEB contribution	18,563.00	15,977.00	2,586.00	16
	<i>Personnel Services Totals</i>	\$419,511.00	\$389,508.00	\$30,003.00	8%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	2,000.00	4,602.00	(2,602.00)	(57)
6110.060	Supplies & Equipment Chemicals	75,000.00	50,000.00	25,000.00	50
6110.090	Supplies & Equipment Computers & Printers	.00	342.00	(342.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	2,000.00	2,052.00	(52.00)	(3)
6110.390	Supplies & Equipment Small Equipment	.00	2,000.00	(2,000.00)	(100)
6110.420	Supplies & Equipment Tools & Supplies	1,000.00	991.00	9.00	1
6150.050	Uniforms & Personal Equipment Uniforms	1,500.00	1,077.00	423.00	39
6200.010	Other Supplies & Materials Lab Testing	16,000.00	11,000.00	5,000.00	45
6200.030	Other Supplies & Materials Testing Supplies	2,000.00	4,500.00	(2,500.00)	(56)
	<i>Supplies & Materials Totals</i>	\$99,500.00	\$76,564.00	\$22,936.00	30%
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	30,000.00	30,000.00	.00	

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Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 570 - Riddle Farm					
EXPENSE					
<i>Maintenance & Services</i>					
6500.020	Systems Maintenance Water Plant/System Maint	98,000.00	98,000.00	.00	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	140,000.00	120,000.00	20,000.00	17
6500.040	Systems Maintenance WWW Paving	1,000.00	1,000.00	.00	
6500.070	Systems Maintenance Contractor Water Install/Repair	15,000.00	48,000.00	(33,000.00)	(69)
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,400.00	.00	5,400.00	
6530.100	Consulting Services Professional Fees	2,535.00	2,535.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	22,743.00	35,226.00	(12,483.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	4,000.00	4,000.00	.00	
6550.060	Building Site Expenses Electricity	78,000.00	78,000.00	.00	
6550.110	Building Site Expenses Heating Fuel Oil	5,000.00	5,000.00	.00	
6550.270	Building Site Expenses Telephone	840.00	1,680.00	(840.00)	(50)
6550.280	Building Site Expenses Tipping Fees	10,000.00	10,000.00	.00	
6700.100	Other Maint. & Svcs Payment to Sewer Utility	100,800.00	.00	100,800.00	
6700.310	Other Maint. & Svcs Transport Raw Sewage	380,000.00	.00	380,000.00	
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	500.00	1,000.00	(500.00)	(50)
6700.500	Other Maint. & Svcs Water & Wastewater Construction	6,218.00	4,568.00	1,650.00	36
<i>Maintenance & Services Totals</i>		\$900,036.00	\$439,009.00	\$461,027.00	105%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	1,129.00	1,129.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	4,200.00	4,200.00	.00	
7200.010	Bond & Interest Expense Interest Expense	.00	2,000.00	(2,000.00)	(100)
<i>Other Charges Totals</i>		\$5,329.00	\$7,329.00	(\$2,000.00)	(27%)
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	7,261.00	6,524.00	737.00	11
8010.040	Interfund Treasurer's Support - Fringe	3,188.00	3,036.00	152.00	5
8010.050	Interfund Public Works & Admin - Benefits	4,913.00	4,679.00	234.00	5
8010.060	Interfund Public Works & Admin - Salaries	11,191.00	10,054.00	1,137.00	11
<i>Interfund Charges Totals</i>		\$26,553.00	\$24,293.00	\$2,260.00	9%

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Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 570 - Riddle Farm					
EXPENSE					
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	.00	115,000.00	(115,000.00)	(100)
	<i>Capital Equipment Totals</i>	<u>\$0.00</u>	<u>\$115,000.00</u>	<u>(\$115,000.00)</u>	<u>(100%)</u>
	EXPENSE TOTALS	<u>\$1,450,929.00</u>	<u>\$1,051,703.00</u>	<u>\$399,226.00</u>	<u>38%</u>
Fund 570 - Riddle Farm Totals					
	REVENUE TOTALS	<u>\$1,450,929.00</u>	<u>\$1,051,703.00</u>	<u>\$399,226.00</u>	<u>38%</u>
	EXPENSE TOTALS	<u>\$1,450,929.00</u>	<u>\$1,051,703.00</u>	<u>\$399,226.00</u>	<u>38%</u>
Fund 570 - Riddle Farm Totals					
		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>
Fund 575 - River Run					
REVENUE					
<i>Charges for Services</i>					
5000.100	Domestic Water Service	55,556.00	56,816.00	(1,260.00)	(2)
5010.100	Domestic Sewer Service	142,668.00	130,056.00	12,612.00	10
	<i>Charges for Services Totals</i>	<u>\$198,224.00</u>	<u>\$186,872.00</u>	<u>\$11,352.00</u>	<u>6%</u>
<i>Interest & Penalties</i>					
4710	Penalty/Fees	600.00	600.00	.00	
	<i>Interest & Penalties Totals</i>	<u>\$600.00</u>	<u>\$600.00</u>	<u>\$0.00</u>	<u>0%</u>
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	46,895.00	37,765.00	9,130.00	24
	<i>Transfers In Totals</i>	<u>\$46,895.00</u>	<u>\$37,765.00</u>	<u>\$9,130.00</u>	<u>24%</u>
	REVENUE TOTALS	<u>\$245,719.00</u>	<u>\$225,237.00</u>	<u>\$20,482.00</u>	<u>9%</u>
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	17,071.00	29,500.00	(12,429.00)	(42)
6000.200	Personnel Services Salaries-Support Group	8,924.00	9,040.00	(116.00)	(1)
6000.300	Personnel Services Salaries-Construction	966.00	827.00	139.00	17
6000.400	Personnel Services Overtime Pay	1,000.00	500.00	500.00	100
6010.100	Benefits Fica & Fringe Benefits	15,649.00	21,663.00	(6,014.00)	(28)
6010.900	Benefits OPEB contribution	2,016.00	2,733.00	(717.00)	(26)
	<i>Personnel Services Totals</i>	<u>\$45,626.00</u>	<u>\$64,263.00</u>	<u>(\$18,637.00)</u>	<u>(29%)</u>
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	1,000.00	1,735.00	(735.00)	(42)
6110.060	Supplies & Equipment Chemicals	10,000.00	10,000.00	.00	
6110.090	Supplies & Equipment Computers & Printers	.00	14.00	(14.00)	(100)
6110.340	Supplies & Equipment Safety Program Equipment	84.00	84.00	.00	

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Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 575 - River Run					
EXPENSE					
<i>Supplies & Materials</i>					
6110.390	Supplies & Equipment Small Equipment	500.00	1,500.00	(1,000.00)	(67)
6150.050	Uniforms & Personal Equipment Uniforms	44.00	44.00	.00	
6200.010	Other Supplies & Materials Lab Testing	7,000.00	7,000.00	.00	
6200.030	Other Supplies & Materials Testing Supplies	1,000.00	1,000.00	.00	
<i>Supplies & Materials Totals</i>		\$19,628.00	\$21,377.00	(\$1,749.00)	(8%)
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	15,000.00	10,000.00	5,000.00	50
6500.020	Systems Maintenance Water Plant/System Maint	10,000.00	.00	10,000.00	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	7,000.00	6,000.00	1,000.00	17
6500.070	Systems Maintenance Contractor Water Install/Repair	7,200.00	7,200.00	.00	
6530.100	Consulting Services Professional Fees	930.00	930.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	931.00	1,442.00	(511.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	500.00	100.00	400.00	400
6550.060	Building Site Expenses Electricity	35,000.00	20,000.00	15,000.00	75
6550.270	Building Site Expenses Telephone	480.00	1,566.00	(1,086.00)	(69)
6700.200	Other Maint. & Svcs Payment to Water Utility	60,000.00	50,000.00	10,000.00	20
6700.500	Other Maint. & Svcs Water & Wastewater Construction	415.00	305.00	110.00	36
<i>Maintenance & Services Totals</i>		\$137,456.00	\$97,543.00	\$39,913.00	41%
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	46.00	46.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	1,750.00	1,750.00	.00	
<i>Other Charges Totals</i>		\$1,796.00	\$1,796.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer s Support - Salary	2,873.00	2,581.00	292.00	11
8010.040	Interfund Treasurer's Support - Fringe	1,261.00	1,201.00	60.00	5
8010.050	Interfund Public Works & Admin - Benefits	2,160.00	2,057.00	103.00	5
8010.060	Interfund Public Works & Admin - Salaries	4,919.00	4,419.00	500.00	11
<i>Interfund Charges Totals</i>		\$11,213.00	\$10,258.00	\$955.00	9%
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	30,000.00	30,000.00	.00	

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Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 575 - River Run					
EXPENSE					
<i>Capital Equipment</i>					
	<i>Capital Equipment Totals</i>	\$30,000.00	\$30,000.00	\$0.00	0%
	EXPENSE TOTALS	\$245,719.00	\$225,237.00	\$20,482.00	9%
Fund 575 - River Run Totals					
	REVENUE TOTALS	\$245,719.00	\$225,237.00	\$20,482.00	9%
	EXPENSE TOTALS	\$245,719.00	\$225,237.00	\$20,482.00	9%
Fund 575 - River Run Totals					
		\$0.00	\$0.00	\$0.00	+++
Fund 580 - West Ocean City					
REVENUE					
<i>Charges for Services</i>					
5010.100	Domestic Sewer Service	1,210,473.00	1,198,461.00	12,012.00	1
5015.100	Commercial Sewer Service	286,632.00	286,632.00	.00	
5040	Hook-Ups	16,500.00	12,000.00	4,500.00	38
	<i>Charges for Services Totals</i>	\$1,513,605.00	\$1,497,093.00	\$16,512.00	1%
<i>Interest & Penalties</i>					
4700	Interest On Investments	25,000.00	20,000.00	5,000.00	25
4710	Penalty/Fees	15,000.00	15,000.00	.00	
	<i>Interest & Penalties Totals</i>	\$40,000.00	\$35,000.00	\$5,000.00	14%
<i>Transfers In</i>					
5975.100	Transfers From (To) Reserve	43,005.00	56,471.00	(13,466.00)	(24)
	<i>Transfers In Totals</i>	\$43,005.00	\$56,471.00	(\$13,466.00)	(24%)
	REVENUE TOTALS	\$1,596,610.00	\$1,588,564.00	\$8,046.00	1%
EXPENSE					
<i>Personnel Services</i>					
6000.100	Personnel Services Salaries	19,254.00	5,000.00	14,254.00	285
6000.200	Personnel Services Salaries-Support Group	140,240.00	142,052.00	(1,812.00)	(1)
6000.300	Personnel Services Salaries-Construction	27,053.00	29,146.00	(2,093.00)	(7)
6000.400	Personnel Services Overtime Pay	7,000.00	3,500.00	3,500.00	100
6010.100	Benefits Fica & Fringe Benefits	108,931.00	94,283.00	14,648.00	16
6010.900	Benefits OPEB contribution	13,897.00	11,555.00	2,342.00	20
	<i>Personnel Services Totals</i>	\$316,375.00	\$285,536.00	\$30,839.00	11%
<i>Supplies & Materials</i>					
6100.010	Administrative Expense Administrative Expenses	20,000.00	29,028.00	(9,028.00)	(31)
6110.090	Supplies & Equipment Computers & Printers	.00	220.00	(220.00)	(100)

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Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund 580 - West Ocean City					
EXPENSE					
<i>Supplies & Materials</i>					
6110.340	Supplies & Equipment Safety Program Equipment	1,320.00	1,320.00	.00	
6110.420	Supplies & Equipment Tools & Supplies	2,000.00	2,000.00	.00	
6150.050	Uniforms & Personal Equipment Uniforms	693.00	693.00	.00	
<i>Supplies & Materials Totals</i>		\$24,013.00	\$33,261.00	(\$9,248.00)	(28%)
<i>Maintenance & Services</i>					
6500.010	Systems Maintenance Collection System Maintenance	130,000.00	130,000.00	.00	
6500.040	Systems Maintenance WWW Paving	2,000.00	2,000.00	.00	
6500.075	Systems Maintenance Contractor Sewer Install/Repair	8,250.00	8,250.00	.00	
6530.100	Consulting Services Professional Fees	14,450.00	14,450.00	.00	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	14,630.00	22,660.00	(8,030.00)	(35)
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000.00	1,000.00	.00	
6550.060	Building Site Expenses Electricity	18,000.00	18,000.00	.00	
6550.270	Building Site Expenses Telephone	1,320.00	4,526.00	(3,206.00)	(71)
6700.100	Other Maint. & Svcs Payment to Sewer Utility	770,000.00	770,000.00	.00	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	5,000.00	8,526.00	(3,526.00)	(41)
<i>Maintenance & Services Totals</i>		\$964,650.00	\$979,412.00	(\$14,762.00)	(2%)
<i>Other Charges</i>					
7000.060	Travel, Training & Expense Educational Training	726.00	726.00	.00	
7170.010	Benefits & Insurance Allowance for COLA	.00	.00	.00	
7170.100	Benefits & Insurance Property & Liability Insurance	19,000.00	19,000.00	.00	
<i>Other Charges Totals</i>		\$19,726.00	\$19,726.00	\$0.00	0%
<i>Interfund Charges</i>					
8010.030	Interfund Treasurer's Support - Salary	38,621.00	34,700.00	3,921.00	11
8010.040	Interfund Treasurer's Support - Fringe	16,956.00	16,149.00	807.00	5
8010.050	Interfund Public Works & Admin - Benefits	23,270.00	22,162.00	1,108.00	5
8010.060	Interfund Public Works & Admin - Salaries	52,999.00	47,618.00	5,381.00	11
<i>Interfund Charges Totals</i>		\$131,846.00	\$120,629.00	\$11,217.00	9%
<i>Capital Equipment</i>					
9010.090	Capital Equipment Other WWW Equipment	140,000.00	150,000.00	(10,000.00)	(7)
<i>Capital Equipment Totals</i>		\$140,000.00	\$150,000.00	(\$10,000.00)	(7%)

ITEM 10 Budget Worksheet Report

Budget Year 2024



Account	Account Description	2024 Budget Director	2023 Adopted Budget	\$ Variance	% Variance
Fund	580 - West Ocean City				
	EXPENSE TOTALS	\$1,596,610.00	\$1,588,564.00	\$8,046.00	1%
Fund	580 - West Ocean City Totals				
	REVENUE TOTALS	\$1,596,610.00	\$1,588,564.00	\$8,046.00	1%
	EXPENSE TOTALS	\$1,596,610.00	\$1,588,564.00	\$8,046.00	1%
Fund	580 - West Ocean City Totals	\$0.00	\$0.00	\$0.00	+++
	Net Grand Totals				
	REVENUE GRAND TOTALS	\$15,343,238.00	\$14,136,388.00	\$1,206,850.00	9%
	EXPENSE GRAND TOTALS	\$15,343,238.00	\$14,136,388.00	\$1,206,850.00	9%
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 12, 2023
SUBJECT: FY2024 Program Open Space Annual Program

The Worcester County FY2024 Program Open Space Annual Program is enclosed for your review. Each year, to qualify to receive POS funding, the local governing body must have its Program Open Space Annual Program submitted by July 1 in order to be reviewed by the Department of Planning and reviewed and approved by the Department of Natural Resources.

The enclosed POS Annual Program is a request for fiscal year 2024. The POS Annual Program is not a funding commitment and this plan can be amended. It is a living document and can be added to throughout the year if other projects come up. The state requires that projects which a county desires to complete during the current fiscal year be included in the Program Open Space Annual Program.

The projects we have included are consistent with the Local Land Preservation and Recreation Plan.

Upon your approval, the FY2024 Program Open Space Annual Program will be submitted to our Local Grants Administrator with the Department of Natural Resources. Once approved, individual applications for the projects can be submitted.

cc: Lisa Gebhardt, Recreation Facility Superintendent
Jacob Stephens, Parks Superintendent

PART 1 – INTRODUCTION

The Worcester County Department of Recreation & Parks is designated by the Worcester County Commissioners to administer the Maryland Department of Natural Resources Program Open Space. Worcester County's priorities over the next five years, as determined by the 2022 Worcester County Land Preservation, Parks and Recreation Plan, will be the acquisition and development of additional recreational lands in the northern part of the county, as well as, an emphasis on the modernizing and updating of existing facilities.

The following items are provided to describe Worcester County's growth management procedures for parks and recreation programs. These items are:

1. Major Parks in Growth Areas.
2. Preserve and Protect Sensitive Areas.
3. Rural Area Park Development.
4. Environment Protection and Stewardship.
5. Natural Resource Conservation.
6. Parks and Recreation Contributions to Economic Growth.
7. Infrastructure.
8. Partnerships Create Financial Resources.

Major Parks in Growth Areas:

The Worcester County Department of Recreation & Parks successfully locates their parks in planned population centers throughout the county. Through strategic planning, the larger county sports complexes have been positioned close to the growth areas and population centers. Additionally, Ocean City and Ocean Pines have public recreational facilities and programs that support recreation in these densely populated areas of the county. Concurrently, small parks are easily accessible to the rural areas and surrounding communities.

While parks are maintained throughout the county, the majority of the parks are located in the northern part of Worcester County where most growth is concentrated. Major park development has taken place at all county parks, particularly the parks located in the northern part of Worcester County.

Preserve and Protect Sensitive Areas:

The park planning and master planning process includes sensitive areas protection. Invasive plant species are managed to protect native flora. Where appropriate, parkland is managed to encourage natural habitat. Prudent stewardship will ensure that the county's parks and natural resources are protected for many generations to come.

Rural Area Park Development:

Through Program Open Space funding, the county has acquired and preserved open land in existing population centers in the rural areas. These smaller county parks located in the county's rural villages, such as Bishopville, Girdletree, Newark, Stockton and Whaleyville; help to maintain the rural quality of these less populated areas while also meeting the recreational needs of the citizens in the immediate surrounding areas. These parks fall within the limits of the established villages and can easily be reached with a minimal walk or bicycle ride.

Environment Protection and Stewardship:

The protection of the Chesapeake Bay has been an on-going priority of Worcester County. Protection of Maryland Coastal Bays has also been incorporated into Worcester County's long-term vision. Acquisition and protection of waterfront properties has been a high priority in the fast-developing northern portion of the county. Three bayfront parks have been acquired since 2003.

In 2003, the land for Homer Gudelsky Park, a passive beach park located on the Sinepuxent Bay was donated to Worcester County by the Gudelsky family. This park overlooks Ocean City and is locally known as an excellent fishing spot. In the agreement to convey this park to Worcester County, permission was granted to deposit spoil material from the Shantytown Channel onto the park. The park suffers considerable erosion throughout the year and the replenishment of sand is necessary for the park to maintain its existence.

Providing coastal stewardship was an essential factor in the decision of Worcester County to lease the Isle of Wight Park, as of July 2004, from the Maryland Department of Natural Resources. This park is primarily surrounded by water that affords visitors the opportunity to participate in fishing, crabbing, clamming, kayaking and canoeing, along with picnicking and exploring this natural island on the Isle of Wight Bay.

The 2006 addition of a 574-acre parcel, Greys Creek Nature Park, located in northern Worcester County affords the County a unique opportunity to conserve one of the most ecologically significant properties along Maryland Coastal Bays. The property was purchased with \$6,500,000 of State and local Program Open Space funds and titled in the name of Worcester County to be managed as a passive recreation park and environmental education complex by the Worcester County Department of Recreation & Parks. Located at the top of Maryland Coastal Bays, the property offers views of Ocean City's skyline across the Assawoman Bay. This acquisition will protect coastal habitat and eliminate the threat of residential and commercial development on a property that sits at the center of one of the most biologically diverse areas in the mid-Atlantic region. This property is planned to serve as a base for environmental education programs, as well as a passive park with walking/hiking trails. Area schoolchildren will be able to utilize this site as a hands-on classroom for nature study.

Three intergovernmental programs – Chesapeake Bay Tributaries Strategies Implementation Team, the Ocean City and Vicinity Water Resources Feasibility Study, and the Maryland Coastal Bays Program – have been significant elements in the stewardship of our waterways. Worcester County faces a momentous challenge to protect these valuable water resources for all citizens of Maryland while also affording recreational opportunities.

Natural Resource Conservation:

Worcester County has strategically located parks in close proximity to existing developed areas and growth centers throughout the county. It is through this type of careful park planning that the county can continue to conserve resources while achieving efficient development patterns.

Since 2000, Worcester County has aggressively pursued funding for land protection in areas not targeted for growth, and over 8,500 acres have been permanently protected.

In March 2010, Worcester County was awarded \$299,692 by the Maryland Energy Administration. These grant funds were utilized to provide engineering, construction, and installation of a complete Grid-Tied Photovoltaic System adjacent to the Recreation Center, which will supplement energy to the Recreation Center. This will help the County conserve energy.

Parks and Recreation Contributions to Economic Growth:

Worcester County understands the contribution of accessible recreational facilities to the economic growth of the county. The Worcester County Recreation Center opened its doors to the public on July 11, 2005, effectively creating a new base for all Worcester County Department of Recreation & Parks programming operations to be administered. In 2016, a 6,000 square foot addition to the Recreation Center was completed. This addition houses a multipurpose room, conference room, weight room, aerobic workout room, and additional bathrooms. These new areas provide more programming options to be provided to our participants. This facility is a major recreational facility drawing users from both within and outside of the county. The facility also provides an economic boost to both existing and new businesses in Snow Hill and Worcester County.

Land and water recreational programs provided by the county attract visitors who contribute to the local economy.

Infrastructure:

Worcester County has identified both supply and demand of recreation facilities and acreage to serve current needs and anticipated future needs through 2023. However, the county recognizes the “need” and has identified recreational lands in the northern portion of the county where growth is concentrated.

Partnerships Create Financial Resources:

Worcester County relies on effective and innovative strategies and partnerships. Support and collaboration from Program Open Space, the Worcester County Commissioners’ capital improvement and park improvement funds, and additional grant funding are all financial resources that are critical elements in assuring optimum use of the financial resources that are available for parks and natural resource protection. In addition, it should be noted that Worcester County requires that new development include active and/or passive recreation and nature areas in support of the environment.

PART 2 - 2024 ACQUISITION PROJECT

Berlin Lions Club Acquisition Project:

The proposed project consists of the acquisition of an approximately 6 acres of property located next to the county owned Northern Worcester Athletic Complex in Berlin, Maryland. The property is located of Rt. 113. The additional 6 acres to be purchased is comprised of undeveloped land that adjoins the 12 acre parcel that Worcester County is currently in the process of purchasing from the Berlin Lions Club. The Lions club property currently consists of 6 baseball/softball fields and a permanent concession stand. The existing adjacent county owned property consists of five (5) multi-purpose fields, (1) one baseball field. The proposed property is currently the home base for Berlin Little League.

PART 3 – 2024 DEVELOPMENT PROJECTS

John Walter Smith Curbing/Parking lot Upgrades- Snow Hill, Maryland

1. Park Development- The project being requested is to upgrade the existing “on road/ off road” parking at John Walter Smith Park. The current area is approximately 1,860 linear feet. Currently, the parking area is defined by white poles with a grass surfacing. Aesthetically it is not pleasing to the eye and also causes safety concerns. An engineer would need to be selected for the project to design the best possible solution to eliminate safety concerns, standing water,

and make the area aesthetically pleasing. The two ideas that come to mind with this project is to utilize the same area with curbing, parking bumpers, storm drains, and lines, or we can build a centrally located parking lot in another portion of the park.

Berlin Lion's Club Masterplan- Berlin, Maryland

2. This proposed project will follow the completed acquisition of the Berlin Lion's Club that adjoins Northern Worcester Athletic Complex. The current Berlin Lion's Club property has 6 baseball/softball fields and a permanent concession stand. The baseball/softball fields need numerous repairs and or replacements. The project being requested will be to hire an engineering firm to master plan the entire facility to include baseball/softball fields, trails, playgrounds, site amenities, and other recreation features.

Northern Worcester Athletic Complex Playground Replacement- Berlin, Maryland

3. This proposed project includes the replacement of a playground at the Northern Worcester Athletic Complex. The current playground is 20+ years old and in poor overall condition. This playground also currently experiences drainage issues due to it being below grade. The park also features much higher use that it did when the current playground was installed over 20 years ago. Due to the high use, we propose to build a playground with a larger footprint to accommodate more use at any given time. In addition to the playground we would like to install drainage and site amenities to include trash cans, benches, swings, etc.

Bathroom Upgrades- Pocomoke- Snow Hill- Berlin, Maryland

4. The proposed project includes the renovation of 3-bathroom facilities located at Newtown Park, John Walter Smith Park, and Northern Worcester Athletic Complex. The current bathrooms have not been upgraded in 20+ years and includes outdated toilets, sinks, walls, etc. Also, these facilities are getting used at a much higher rate than when originally constructed over 20 years ago. The increased number of tournaments and league play contribute to the higher use. We would like to fully renovate the interior of the bathrooms as well as any plumbing, electrical, or masonry work needed to revitalize the space.

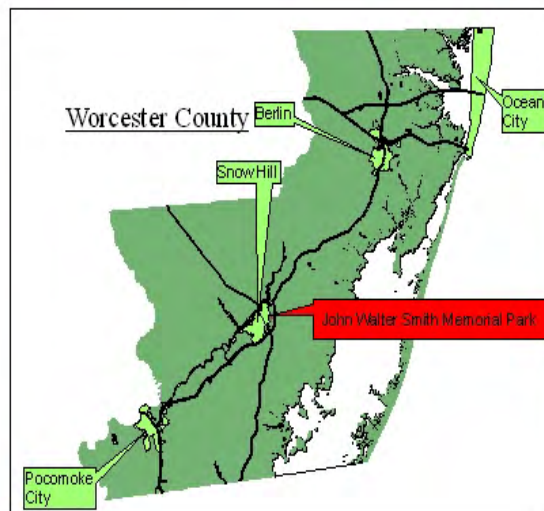
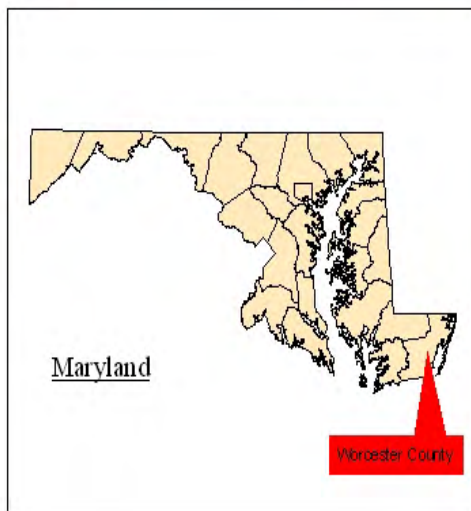
**PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR ACQUISITION
FISCAL YEAR 2024**

Sponsor	<u>Project Name</u> , Project Description	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
County	Berlin Lions Club Property, Berlin, MD.	0	18	6	\$500,000		\$500,000	
					\$500,000		\$500,000	

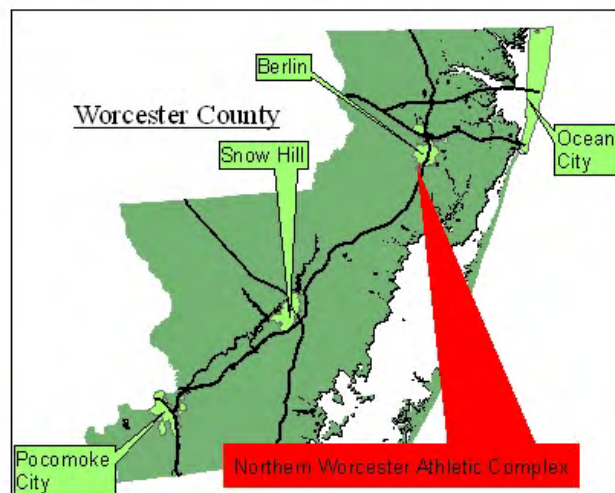
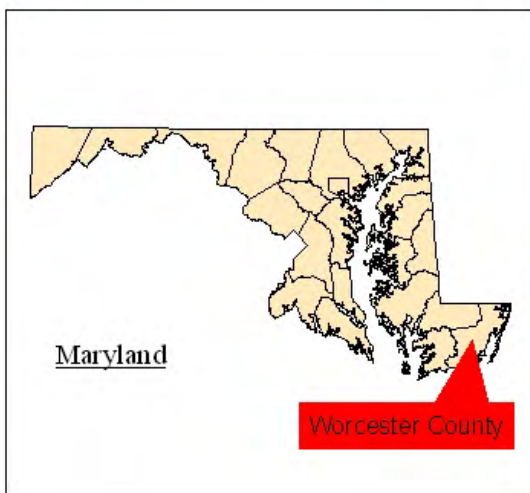
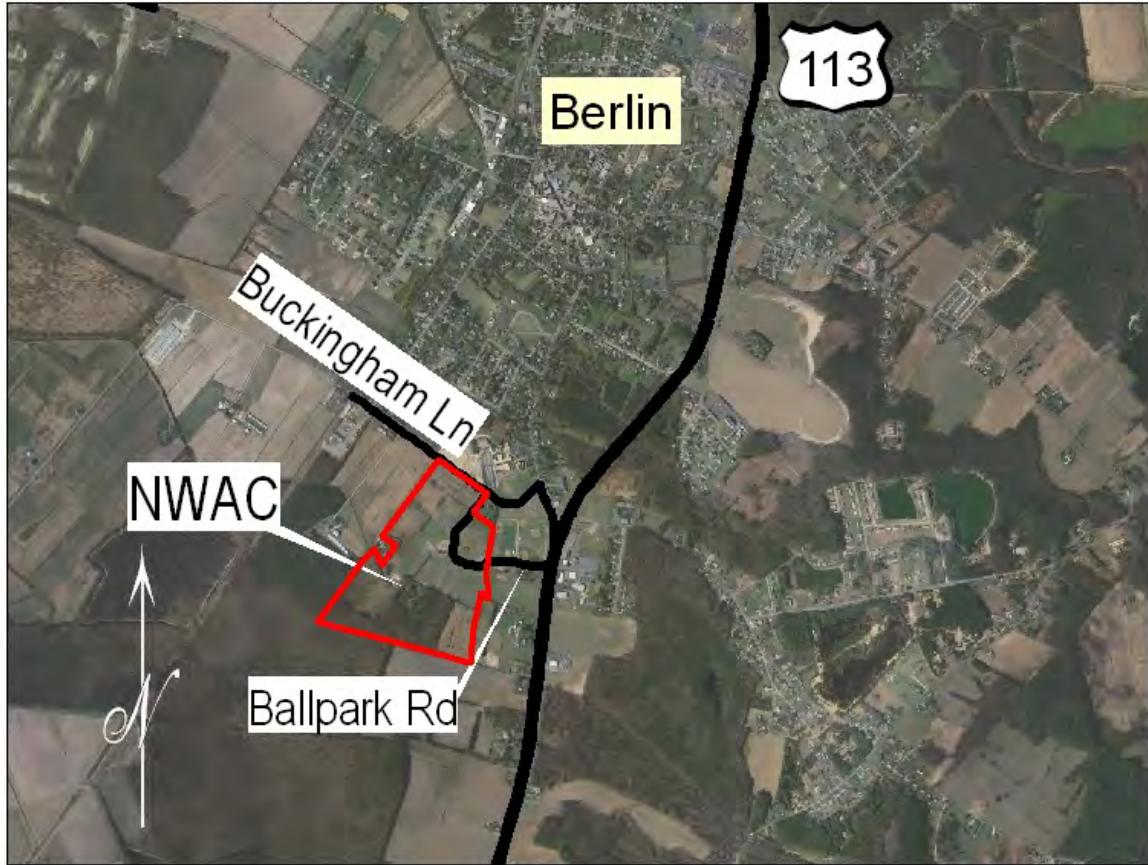
**PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR DEVELOPMENT
FISCAL YEAR 2024**

Sponsor	Project Name, Project Description	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
County	Berlin Lions Club Property Master Plan	0	18	18	100,000	\$10,000	\$90,000	
County	John Walter Smith Park – Curbing and Parking Lot Upgrades	80	80	80	500,000	\$50,000	\$450,000	
County	John Walter Smith Park, Newtown Park and Northern Worcester Athletic Complex – Bathroom Upgrades	80	80	80	200,000	\$20,000	\$180,000	
County	Northern Worcester Athletic Complex- Playground	76	76	76	275,000	\$27,500	\$247,500	
					\$1,075,000	\$107,500	\$967,500	

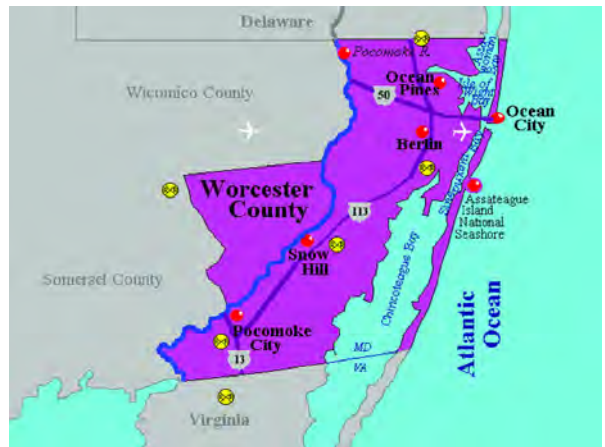
Maryland Department of Natural Resources
Program Open Space
JOHN WALTER SMITH MEMORIAL PARK
SPM 63, Parcel 140
80 Acres



Maryland Department of Natural Resources
Program Open Space
NORTHERN WORCESTER ATHLETIC COMPLEX
SPM 32, Parcel 276
76 Acres



Maryland Department of Natural Resources
Program Open Space
Berlin Lion's Club





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: June 20, 2023
RE: Pocomoke City EMS, Newark Volunteer Fire Company and Stockton Volunteer Fire Company ARPA Funding Requests

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 Pocomoke City EMS for your approval.

Pocomoke City EMS – Requesting \$70,000 for the purchase of a replacement ambulance. The new ambulance, a 2023 Ford 550 Horton ambulance, will replace the 2016 Ford ambulance with over 160,000 miles on the odometer and has cost the company an extreme amount of money over the past couple of years in maintenance. Please see the attached justification letter from the Pocomoke City Chief of EMS, Ryan McCreedy. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through Houston-Galveston Area Council (HGAC).

Newark Volunteer Fire Company – Requesting \$136,000 towards the purchase of a replacement ambulance. Please see the information provided below by Newark Fire Chief, Danny Tyndall. Newark has also requested to defer \$14,000 of their allotted \$150,000 to Pocomoke EMS.

“Upon becoming aware of the ARPA funds availability, the Newark VFC decided that this funding opportunity was our chance to replace an aging ambulance that had served our community since it was purchased as a demo unit in 2001. Around the time of learning of the ARPA funds, I heard that Pocomoke EMS was selling a high mileage 2012 ambulance. This unit was purchased from Pocomoke EMS for \$10,000 which was less than they could have sold this unit for on the open market. We have met with the local Horton dealer and will be able to refurbish the box of the ambulance and install it we on a brand-new chassis for \$241,803. A new ambulance would cost somewhere around \$425-450,000 with specs similar to this unit. The work on this unit would also be completed in early 2024 compared to 2025 for a new unit. The availability of the ARPA funds will allow us to replace and update our fleet, something that would not have been possible in the next few years for our department as we will have to purchase an Engine by 2028 as well since our newest engine will hit 20 years of service which requires replacement by County standards.”

Stockton Volunteer Fire Department – Requesting \$150,000 towards the purchase of a new pumper engine. The new engine will be replacing a 1994 Pierce Fire Engine with approximately 20,945 miles. Please see the attached letter to the commissioners from the Stockton Fire Chief and President for more information. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through HGAC.

ITEM 12

The following companies have had their requests approved by the commissioners; Ocean City EMS (medical devices), Ocean Pines EMS (heart monitors), Showell Volunteer Fire (new pumper engine), Girdletree (SCBA equipment), Bishopville (ambulance), and Pocomoke Fire (utility truck). We are still awaiting updated requests from Ocean City Volunteer Fire, Ocean Pines Fire, Snow Hill Fire, Snow Hill EMS, Berlin Fire, and Berlin EMS.

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

POCOMOKE CITY EMERGENCY MEDICAL SERVICES

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

June 1st, 2023

Dear Commissioners,

I am writing this letter to justify purchasing a replacement ambulance with the allotted \$70,000 in ARPA funds made available to us by the county government. The new ambulance, a 2023 Ford 550 Horton ambulance, will replace the 2016 Ford ambulance with over 160,000 miles on the odometer and has cost us an extreme amount of money over the past couple of years in maintenance. The new ambulance will be equipped with the latest and best safety equipment for the patient and EMS personnel. The vehicle is equipped with airbags in the patient compartment and 5-point harnesses with built-in airbags to protect the provider's neck in the event of a collision. The ambulance will arrive sometime in 2024. however, due to supply chain issues with chassis manufacturing, this could be anytime in 2024. The ambulance being replaced will have an estimated 200,000 miles on the odometer by the time the new unit arrives.

Pocomoke City EMS has the furthest transport distance than any Worcester County EMS service. Both hospitals are 30 miles one way from most places in our district. We average 62 miles per transport. Pocomoke's ambulances accrue many service hours throughout the year, making our replacement schedule approximately every 4 years.

I did meet with the leadership of the Pocomoke City Vol. Department, and we discussed how to best spend the allotted \$150,000 in ARPA funds to Pocomoke Fire/EMS. We agreed that they would take \$80,000 toward their much-needed utility truck, which will



137 8th St
Po Box 29
Pocomoke City,
MD 21851

PHONE 410-957-3600
FAX 410957-2221
EMAIL ryan@pocomokemd.gov

serve a purpose for both facets of fire and EMS. We also agreed that the remaining \$70,000 would be put toward the cost of a replacement ambulance for the EMS service. The total cost of the ambulance is \$361,458.00. We believe purchasing both vehicles will help us deliver emergency care in Pocomoke City's response area. The system overall is very fragile, and it is important to be good stewards of the taxpayer's money.

Thank you very much for all your support. It is very much appreciated.

Ryan McCready

Ryan McCready –Chief of EMS

Pocomoke City, Md



137 8th St
Po Box 29
Pocomoke City,
MD 21851
Country

PHONE 410-957-3600
FAX 410957-2221
EMAIL ryan@pocomokemd.gov
WEBSITE Enter website

ITEM 12



FESCO EMERGENCY SALES



BID PROPOSAL for furnishing

5/18/22

Pocomoke City EMS
137 8th Street
Pocomoke City, MD 21851

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

- (1) Horton Model #603F ambulance Production Number 21035 FINAL dtd 5/10/23, mounted on a 2023 Ford F550 4x2 diesel cab and chassis, to include all items in Pocomoke City DFI REV 0 dated 10/3/22 \$355,532.00*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 120-150 working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland and receipt of chassis at Horton Emergency Vehicles Production Facility, and to be delivered to you at Grove City, OH.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

*** Delivery estimate is completion for estimate late fall/early winter 2023.

**FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075**

By Chuck Simpson

Chuck Simpson, Regional Account Manager

ITEM 12



FESCO EMERGENCY SALES



BID PROPOSAL for furnishing

4/26/2023

NEWARK VOLUNTEER FIRE COMPANY
8338 NEWARK RD
NEWARK, MD 21883

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

- (1) Horton Model CHANGEOVER/REMOUNT to ambulance Production Order 15270 per attached REV Ambulance Remount Center Quote ID 674 Version 2 dated 4/21/2023 mounted on a dealer supplied 2022 Ford F550 4X2 Diesel Model cab and chassis, for a total delivered price of..... \$241,803.00*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within ** working days after receipt of this order and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Grove City, OH.

** Estimated build time is 120-150 working days after start of work estimated to be October 2023 at REV Remount Facility. Precise start of work time can vary due to components availability and chassis availability for additional projects in the queue at the remount facility

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

**FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075**

By *Chuck Simpson*

Chuck Simpson, Regional Account Manager

THIS AGREEMENT, made in duplicate, by and between FESCO Emergency Sales (FESCO), of Elkridge, Maryland, First Party, and the Newark Volunteer Fire Company, Inc. by its authorized representative(s), Second Party.

Witnesseth:

First. The said First Party thereby agrees to furnish the apparatus and equipment according to the Specifications hereto attached/enclosed, and made a part of this Contract, and to deliver the same as hereinafter provided.

Second. The First Party guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said Specifications. In the event there is any conflict between the Customer's Specifications and the FESCO's Proposal Specifications, the FESCO Proposal Specifications shall prevail.

Third. The said apparatus and equipment shall be ready for delivery from Elkridge, Maryland, within about 120-150 working days after work start date at remount facility. Delays due to strikes, failure to obtain materials, or other causes beyond the First Party's control not preventing, the ambulance(s) shall be delivered to the Second Party at Grove City, OH.

Fourth. A competent service technician shall, upon request, be furnished by the First Party to demonstrate said apparatus for the Second Party and to give its members/employees the necessary familiarization in the operation and handling of said apparatus.

Fifth. The Second Party purchases and agrees to pay for said apparatus and equipment, for the total sum of Two Hundred Forty One Thousand Eight Hundred Forty Three Dollars no/cents (\$241,803.00) It is hereby certified that such amount will be available on the acceptance date(s). A deposit made payable to FESCO Emergency Sales is due at contract signing, and final payment shall be made to FESCO Emergency Sales after full review and acceptance of your new ambulance(s) at the Horton factory.

A deposit amount of Seventy Eight Thousand One Hudred Seventy Dollars no/cents (\$78,170.00) for pre-payment of chassis and Liquid Spring Installation shall occur at time of contract signing. (May be combined with standard deposit listed below) A standard deposit amount of Sixteen Thousand dollars no/cents (\$16,000.00) shall apply in addition to chassis pre-payment and both shall later reduce the total contract price (shown above.) If more than one piece of apparatus is covered by this contract, the terms of payment shall apply to each piece.

Sixth. In case the Second Party desires to test the said apparatus, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the First Party at its' office in Elkridge, Maryland. If no such test be made, or if no such written report is received by the First Party within ten (10) working days after arrival, then said apparatus and equipment shall be considered as fully complying with the contract specifications.

Seventh. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the First Party until the entire contract price has been paid in full. If more than one vehicle is covered by this contract, then each unit shall remain the property of the First Party until the above listed price for each piece has been paid in full. In case of any default in payment, the said First Party may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that may have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.

Eighth. In the event any Federal or State regulation shall be enacted during the course of this contract that will affect the cost of producing said product, such cost(s) will be extended to the Second Party.

The contract, to be binding, must be signed and approved by a Corporate Officer of FESCO or by someone authorized by a Corporate Officer in writing to do so. This contract and associated Specifications take precedence over all previous oral and/or written negotiations. No oral or written representations will be considered as part of this contract except as are contained herein, or listed in the Specifications attached/enclosed hereto.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Second Party has caused its corporate seal (as applicable) to be hereunto affixed, and attested by its authorized representative(s) on this _____ day of _____, 2023.

FESCO EMERGENCY SALES

Newark Volunteer Fire Company, Inc.

By _____

First Party
Date of Acceptance _____

Second Party



ITEM 12
STOCKTON VOLUNTEER FIRE CO., INC.

1501 SNOW HILL RD. STOCKTON, MD 21864 (410) 632 - 3030

Dated 14 June 2023

1 W. Market Street
Snow Hill, MD 21863

To Commissioners of Worcester County,

The Stockton Volunteer Fire Company wishes to formally request to be included on the Commissioner Meeting schedule on Tuesday, June 20th to discuss the release of ARPA funds for the Stockton Volunteer Fire Company. In attendance will be Fire Chief Tim Jerscheid, President Brock Payne, Treasurer Robert Bell, and Executive Officer Jerred A. Johnson. In addition to this letter, you will find the proposal package from Atlantic Emergency Solutions and Matheny Fire & Emergency, our original request for the release of ARPA funds dated the 25th of January 2023, and the ARPA Funds Form that was submitted to Weston Young on 02 February 2023. We will be sure to bring all documentation we have regarding the purchase of our new fire engine and we will be happy to address any concerns or answer any questions that any of the Commissioners may have.

We look forward to a candid discussion and we thank you in advance for the consideration that you will give to our request.

Submitted Respectfully,

Charles T Jerscheid

Fire Chief

Brock A Payne

President



STOCKTON VOLUNTEER FIRE CO., INC.

1501 SNOW HILL RD. STOCKTON, MD 21864 (410) 632 - 3030

1 W. Market St. Room 1103
 Snow Hill, MD 21863
 Re: Purchase of New Fire Engine

Dear Commissioners of Worcester County,

The leadership and members of the Stockton Volunteer Fire Company would like to take the opportunity to explain the amount of detail and research that went into our upcoming purchase of the new fire engine. While purchasing a brand-new fire engine is rather expensive, the purchase of a new fire engine is necessary. Our current Engine 202 was purchased in 1994 and will be reaching its maximum age of 30 years in 2024, meaning it may no longer be used for calls for service. Upon this realization, the Stockton Volunteer Fire Company created the New Engine Committee which would begin a three-year process of researching the most affordable and practical options, visiting several expos and vendor locations, and eventually selecting and designing our new fire engine.

After an exhaustive search and hearing bids from several vendors, the committee determined that a new Pierce Engine would be the most appropriate for our budget and departmental needs. The price points were more appropriate, the current Engine 202 is a Pierce so we are familiar with their design, and Pierce Manufacturing has a service center located in Grasonville if we have a mechanical or technical issue with the new apparatus. The new engine must be ordered well in advance due to extended production times and conflicts with contractual obligations with much larger fire agencies including D.C. Fire and Baltimore City and Baltimore County Fire Department. As it stands now, the new engine will be delivered and ready to be placed in service in the Spring or Summer of 2024.

This new engine will be placed in service during our 100-Year Anniversary Celebration preliminarily scheduled for October 2024. At that time, current Engine 202 will be donated to the War Fire department in the City of War, West Virginia. The current price of the engine is \$987,217.00 with the SVFC already making a down payment of \$500,000.00 in August of 2022. The \$150,000.00 offered by Worcester County will go towards this massive capital investment and the remaining balance of \$337,217.00 will be covered by the SVFC general fund. Thank you for your continued willingness to assist and fund the fire and rescue services that the Stockton Volunteer Fire Company offers. If you have any additional questions or concerns, please feel free to reach out to Chief Tim Jerschied.

Sincerely,

CHARLES T JERSCHIED

Fire Chief

25 January 2023



Proposal for Furnishing Apparatus

Jun 28, 2022

Department: Stockton Fire Company

Attn: Chief Neil Payne/Assistant Chief Tim Jerscheid

1501 Snow Hill Road Stockton, MD 21864

Upon an order being placed by you, and final acceptance by Pierce Manufacturing (Appleton) the apparatus and equipment herein named will be manufactured for the following prices:

	Price
Pierce Arrow XT Custom Pumper	\$998,717.00
[Prepayment Discount] \$20,000	(\$20,000.00)
2% interest rate on the amount that you prepay.	

Total: **\$978,717.00**

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 30 calendar days after receipt of this order and the acceptance thereof by Pierce Manufacturing (Appleton).

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the state of Virginia. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and signed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid until July 28, 2022.

Sincerely,

Doug Parker, Regional Sales Manager

Doug Parker
P.O. Box 316
Hebron, MD 21830
Phone- 410-726-2574



ITEM 12
MATHENY MOTOR TRUCK CO.
Established 1922
19932 Beaver Creek Road
Hagerstown, MD 21740
(P) 877-378-2781
www.mathenyfire.com

Stockton Volunteer Fire Company
Marauder Custom Pumper Specifications
Clarification Page

- Proposal includes a **Stainless Steel Cab and Body**, not aluminum.
- Proposal includes a two (2) year bumper to bumper warranty as standard.
- Proposal includes a fifteen (15) year Cab Structural warranty as standard.
- Proposal includes a fifteen (15) year Body Structural warranty as standard.
- Blackout package to be reviewed during the preconstruction conference to ensure we capture all components/areas that will be blacked out.
- Proposal includes \$4,566.00 that will need to be applied as a credit at the preconstruction conference for the removal of the Zico ladder rack.
- Proposal includes a \$8,000.00 graphics allowance for the "Anniversary Engine" graphics package.
- Proposal includes the following dealer supplied items:
 - 3 – 6" x 10' hard suction hose sleeves
 - 2 – Booster reel nozzles
 - 1 set of wheel chocks (installed)
 - 1 set of Texas Train Horns Nathan model K5LA, provided and mounted as directed.
 - 1 – Lighted "2" provided and installed on the front grille.
- Revised drawing will be provided as soon as received from Seagrave.
- See attachment (in a separate email) for prepayment discount options and amounts.





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Thank you in advance for your review and consideration of this proposal.

Best regards,

Tim Allaband

Tim Allaband
Vice President
Matheny Fire & Emergency Group

Cc/ T Fell – Regional Manager, Seagrave Fire Apparatus
T Matheny – President, Matheny Motor Truck Company





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June 28, 2022

Stockton Volunteer Fire Company
 1501 Snow Hill Road
 Stockton, MD 21864

RE: **PROPOSAL** – Seagrave Custom Marauder Pumper

Chief Neil Payne,

Thank you for the opportunity to provide Stockton Volunteer Fire Company with a proposal for a Seagrave Custom Marauder Pumper. Matheny Fire & Emergency and Seagrave Fire Apparatus appreciates the opportunity, and we look forward to working with you to provide the finest emergency response vehicles to help you protect and serve the citizens of Stockton and the surrounding communities in Maryland and Virginia.

Matheny Fire & Emergency and Seagrave are pleased to offer the following proposal for your consideration.

- **Seagrave Custom Marauder Pumper** **\$989,555.00**
- Unit(s) manufactured as specified within this proposal.
- Unit(s) compliant with the 2016 NFPA 1901 Edition.
- Seagrave Fire Apparatus completion will be within 580 calendar days upon receipt of completed order. (+/- depending sign off of update 1, PE drawing, and any change orders post pre-construction). MFE will inspect, equip (if requested), and deliver unit as directed within 30 days of receipt of unit from Seagrave.
 - **CONTINGENCIES:** Seagrave will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state, or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. Additionally, the quoted pricing may be subject to manufacturer price adjustment for any unforeseen materials and/or component cost increases incurred at time of materials acquisition and/or production in the form of a surcharge. Supporting documentation shall be provided detailing any changes that may impact final pricing and delivery.
 - **CHANGES IN REGULATIONS/INDUSTRY STANDARDS:** The pricing is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discounted models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Seagrave control and is above and beyond standard Seagrave annual price increases.
- Proposal pricing in valid for 30 days.
- A Certificate of Origin shall be provided after acceptance and final payment has been received.



Option List

ITEM 12
7/26/2022

Customer: STOCKTON VOLUNTEER FIRE COMPANY
Representative Parker, Douglas
Organization: Atlantic Emergency Solutions, Inc
Requirements Manager:
Description: Stockton VFD Arrow XT Pumper 1000 Gal. Blackout
Body: Pumper, Medium, Aluminum, 2nd Gen
Chassis: Arrow XT Chassis

Bid Number: 413
Job Number:
Number of Units: 1
Bid Date: 08/01/2022
Stock Number:
Price Level: 42 (Current: 42)
Lane: Lane 2

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
11	0537375		Unit of Measure, US Gallons	1
12	0529326		Bid Bond, 10%, Pierce Built Chassis	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0625414		Arrow XT Chassis	1
17	0000110		Wheelbase	1
			Wheelbase - 195.50 inches	
18	0000070		GVW Rating	1
			GVW rating - 49,800 lbs.	
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0050817		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT, Front Reinforcement	1
21	0018453		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Qtm/AXT	1
22	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
23	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
26	0752585		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Black, Hub Pilot	1
27	0530472		Axle, Rear, Meritor RS26-185, 27,000 lb	1
28	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 72	
29	0515564		Suspen, Rear, Standens, Spring, 27,000 lb	1
30	0000485		Oil Seals, Rear Axle	1
31	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
32	0738289		Wheels, Rear, Alcoa, 22.50" x 8.25", Alum, Dura-Black, Hub, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0688595		Tire Pressure Monitoring System, Not Required With Crossfire Monitoring System	1
35	0894303	SP	Axle Hub Covers, Rear, S/S, High Hat (Pair), Black	1
36	0887575	SP	Lug Nut Covers, Black, Painted	1
37	0742337		Mud Flap, Full Width, Under Rear Tailboard, Custom Logo	1
38	0072045		Mud Flap, Front, Pierce Logo	1
39	0789161	SP	Tire Pressure Monitoring, VECSAFE, LED, Valve Cap, Single Axle, In Addition	1
40	0641847		Chocks, Wheel, Checkers Roadblocks, AT3514-AC-Y, Up to 46" Dia Tires	1
			Qty, Pair - 01	
41	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0000785		Brake Reservoirs, Three	1

Line	Option	Type	Option Description	
47	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
50	0651395		Outlet, Air, with shut off valve, Milton "A" Fittings	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
51	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
52	0891350		Compressor, Air, Kussmaul 091-9B-4, 120V Brake System	1
			Location - Located in the LS3 compartment in a reasonable location not to hinder shelf movement.	
53	0736396		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2021, AXT	1
54	0730801		Remote Mounted Filters Not Required, X15	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
57	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
58	0732717	SP	Air Intake, w/Ember Separator, Painted, Fill In, AXT	1
			Fill in Blank - Air intake door painted lower body color. Custom logo to be "W 2".	
59	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
60	0797727		Radiator, Arrow XT	1
61	0001090		Cooling Hoses, Rubber	1
62	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129		Lines, Fuel	1
64	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common Door	1
			Door, Material & Finish, DEF Tank - Painted	
65	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
68	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
69	0578959		Fuel/Water Separator, Racor Inline	1
70	0887547		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Arrow XT	1
71	0514966		Transmission, Shifter, 6-Spd, T-Handle, AXT, Saber, Dash CF	1
			Trans, ratio - 4000 EVS, 6Spd	
72	0797722		Transmission Oil Cooler, Modine, External, AXT	1
73	0001375		Driveline, Spicer 1810	1
74	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
75	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
76	0509230		Steering Wheel, 4 Spoke without Controls	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Stockton	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Company	
78	0606328		Bumper, 22" Extended, Steel, Painted, Color Feature, Arrow XT	1
			Paint, Color - Painted job red #90	
79	0630210		No Selection Required, Cover Selected in Bumper Accessories	1
80	0637794		Tray, (1) Hose Left Side of Bumper, Special Capacity	1
			Capacity, Hose Tray - 200' of 1.75" double jacket hose, 4 rolls of rolled hose	
			15" x 19" x 12" deep	
			Grating, Bumper extension - Grating, Rubber	
81	0633467		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
82	0663647		Tray, (1) Hose Right Side of Bumper	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - Front Inlet	
83	0625556		Hose Restraint, Not Required, Cover Included with Other Option	1
84	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
85	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1

Line	Option	Type	Option Description	Qty
86	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper Location - Center of Bumper	1
87	0771579	SP	Coating, UL-LX, Front Bumper Tray(s), Exterior Qty, - 02 Fill in Blank - Black	2
88	0608055		Coating, Protective UL-LX, Bumper Gravel Pan, Black	1
89	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
90	0640400	SP	Coating, Front Bumper, California Notch Opening, Protective UL-LX Coating Location - RS front bumper U-shaped 8" cut-out Qty, - 1 Fill in Blank - Black	1
91	0559291		Cab, Arrow XT 2010, 8110 Raised Roof	1
92	0724222		Engine Tunnel, X12/X15, Mech Fasteners, Arrow XT	1
93	0631034		Rear Wall, Exterior, Cab, Painted, Two Tone, Full Coverage	1
94	0587335		Cab Lift, Elec/Hyd, Manual Override, Loc Feature, AXT Location - RS of truck on the pump panel	1
95	0727327	SP	Grille, Painted, Painted Mesh Screen, Front of Cab, Arrow-XT Paint Color, Grille Surround - Black #101 Paint Color, Grille Mesh - Black #101	1
96	0747800	SP	Scufftape, 3M Poly Tape, Cab Door Jambs, 4-Door Cab	1
97	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
98	0015440		No Chrome Molding, On side of cab	1
99	0677459		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Painted	1
100	0585469		Mirror, 8.00" Convex, Cab Front, Front Cross View, Black	1
101	0771223	SP	Door, Full Height, Black Paddle Handle, Arrow-XT 4-Door Cab, 10" Raised Roof	1
102	0894356		Door Panel, UL-LX, Arrow XT 4-Door Cab Color, UL-LX, Per Item - a) black	1
103	0554536		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, AXT	1
104	0755807	SP	Steps, 4-Door Cab, Black Safe-Stride Steps & Step Wells, AXT	1
105	0770198		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab Color, Handrail Light - Red Control, Handrail Light - Battery Switch	1
106	0769499	SP	Steps, Stirrup, Formed w/Grip Strut, Black Safe-Stride, Cab Doors Light, Step, Additional - P25 LED	1
107	0769500	SP	Steps, Stirrup, Formed w/Grip Strut, Black Safe-Stride, Crew Cab Doors Light, Step, Additional - P25 LED	1
108	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step Color, Trim - Black Housing	1
109	0040475		Crowns, Front Fender, Rubber	1
110	0804137	SP	Handrail, Extra, U-Shaped, Back of Engine Tunnel, Blk UL-LX	1
111	0566917		Window, Side of C/C, Fixed, 81" Arrow-XT 2010	1
112	0012090		Not Required, Windows, Front/Side of raised roof	1
113	0012094		Windows, Delete Rear of Crew Cab	1
114	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
115	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
116	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
117	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
118	0897133	SP	Compt, Storage, (1) Ea Side C/C, W/O Trans, Dbl Pan, 81" AXT Light, Short Transverse Compt - Amdor, White Horizontal Finish, Exterior Cab Compt - Nightspots, 909017 Door, Cab Exterior Cabinet - Double Pan, (2), Black, Non-Locking Door, Exterior Stop - 2-Bumper	1
119	0759083	SP	Holder, First Due NY Roof Hook Bracket, Handlelok, Vertical Mount, Cab Exterior Location - 1 on each side of the back of the cab Qty, - 02	2
120	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 04	4
121	0631534		Mounting Provisions, 3/16" Alum, Officer Dash Mounting Provision Spacing - .50" Material Finish, Cab Interior - Painted	1
122	0664465		Bracket, Air Bottle, Hands-Free II Location - Loose with the truck to be mounted at a later date. Qty, - 01	1

ITEM 12

Line	Option	Type	Option Description	Qty	ITEM 12
123	0654199		Mounting Provisions, 1/4" Alum, Engine Tunnel, Middle Reinforcement, AXT Mounting Provision Spacing - .50" Material Finish, Cab Interior - Painted	1	
124	0657893		Mounting Plate, 3/16" Aluminum, Cab Interior Location - RS inside back wall at the open outboard seating position. Qty, - 01 Size - Sized to fill the empty seat location from wall to center seats and ceiling to seat mounting platform Mounting Provision Spacing - .50" Material Finish, Cab Interior - Painted	1	
125	0797274		Cab Interior, Imperial 1200, UL-LX, Mid Level, Arrow XT Color, Cab Interior Vinyl/Fabric - c) Black Color, UL-LX, Cab Interior Package - Mid Level - Black, AXT	1	
126	0753917		Cab Interior, Paint Color, Arrow XT Color, Cab Interior Paint - b) black	1	
127	0754987	SP	Floor, Alum Cab & Crew Cab, Include Vertical Floor Surfaces, Safe-Stride Color, Safe-Stride - Black	1	
128	0043079		Heater/defroster, AXT	1	
129	0730100		Air Conditioning, Arrow-XT 2010 w/X15 or PACCAR Engine Paint Color, A/C Condenser - Cover Match Roof	1	
130	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1	
131	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1	
132	0069332		Grab Handles, Driver Side Low & Officer Dash Panel	1	
133	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim Qty, - 01	1	
134	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch	1	
135	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis Qty, - 1 Location, Map Box/Straps - Final Inspection	1	
136	0583042		Side Roll and Frontal Impact Protection	1	
137	0622616		Seating Capacity, 7 Seats	1	
138	0697003		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety	1	
139	0643114		Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Slides	1	
140	0002517		Not Required, Radio Compartment	1	
141	0565230		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety	1	
142	0102783		Not Required, Seat, Rr Facing C/C, Center	1	
143	0565234		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety	1	
144	0565243		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Foldup, Safety	1	
145	0565287		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety	1	
146	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1	
147	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Qty, - 07	7	
148	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 06	6	
149	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1	
150	0553381		Seat Belt Height Adjustment, Arrow XT	1	
151	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1	
152	0647644		Lights, Dome, FRP Dual LED 6 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt Color - Lens Switch	1	
153	0631776		Not Required, Overhead Map Lights	1	
154	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1	
155	0567650		Cab Instruments, Blk Gags, Blk Bez, AXT 2010	1	
156	0002544		Air Restriction Indicator - Pierce Chassis	1	
157	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1	
158	0005925		Light, Open Door - Custom Std	1	

Line	Option	Type	Option Description	Qty	ITEM 12
159	0043467		Switching, Cab Instrument & Overhead, Rocker Sw's, AXT Location, Emerg Switch - a) driver's	1	
160	0012630		Wiper Control, 2-Speed with Intermittent, AXT	1	
161	0773164	SP	Wiring, Spare, 20 A 12V DC , Waytek 11020, 20A Power Point, 1st Qty, - 04 12vdc power from - Battery saver Location, Spare Wiring - Engine Tunnel - Officer's Side, Engine Tunnel - Driver's Side and One on each side of the engine tunnel beside both rear facing seats	4	
162	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 04 12vdc power from - Battery saver Location - Driver side dash, Officer side dash, on engine tunnel beside both rear facing seats	4	
163	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	2	
164	0548015		Wiring, Spare, 30 A 12V DC 1st Qty, - 01 12vdc power from - Battery switched Wire termination - Stud Location, Spare Wiring - Behind Officer Seat	1	
165	0547505		Wiring, Spare, 10 A 12V DC 1st Qty, - 02 12vdc power from - Battery switched Wire termination - Butt Splice Location - PS instrument panel to provide memory for two radios and to the engine tunnel	2	
166	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 03 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Behind Officer Seat	3	
167	0686687		Wiring, Spare, 37.5 A 12V DC, Customer Install Radio, 30A Sw Bat, 7.5A Ign Grnd Qty, - 01 Location - TBD by customer	1	
168	0803875		Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear USB/Bluetooth Speakers, AM/FM Radio - One (1) pair of speakers, Cab Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1	
169	0679284		Switch, 12V (Inst Pnl), AM/FM Radio, Off Switch, Auto On Location - Driver side switch panel	1	
170	0734854		Collision Mitigation, Not Requested	1	
171	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1	
172	0731227		Intercom, David Clark, 6-Pos, 2-Radio, D, O, 4C, 3805 Location, Intercom, C Cab - 4) 2 forward & 2 rearward facing seats	1	
173	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - Center of the engine tunnel.	1	
174	0681408		Hangers For Headsets, NFPA, Each Qty, - 06 Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat, DS Outbrd, Rear Fcng Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	6	
175	0559156		Install Customer Provided Two-Way Radio(s) Location - TBD by the customer Qty, - 01	1	
176	0559503		Install Customer Provided, Portable Radio Charger(s) Location - TBD by customer Qty, - 07	7	
177	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - One centered front between sunvisors, one in the crew cab centered on the back wall Qty, - 02	2	

Line	Option	Type	Option Description	Qty
178	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
179	0653530		Camera, Pierce, 7" LCD, R, RS, LS Cameras Location, Camera Monitor - Mount at Pick Up Driver Dash	1
180	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
181	0624252		Electrical Power/Signal Protection & Control, Arrow XT	1
182	0624266		Electrical System, Arrow XT Hard Wired	1
183	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
184	0008621		Battery System, Single Start, All Custom Chassis	1
185	0622896		Battery Compartment, Arrow XT Battery Trays - Roto-Molded Trays	1
186	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
187	0012782		Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - High On Left Wall	1
188	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
189	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - h) black Shoreline Connection - Battery Charger	1
190	0026800		Shoreline Location Location, Shoreline(s) - DS Step Well	1
191	0647728		Alternator, 430 amp, Delco Remy 55SI	1
192	0002762		Load Manager, Kussmaul Mark I, (7) Channels	1
193	0767127	SP	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel, Blk Alum Hous Color, Headlight Bez - Black Bezel	1
194	0775768		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF, Black Trm Color, Lens, LED's - c)clear	1
195	0777910		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED Blk Trim 2lts	1
196	0736083		Lights, Clearance/Marker, Side, P25 LED 2 Lts, Others With Visor Lt	1
197	0756641	SP	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED Blk Trm, AXT/Enf	1
198	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
199	0741875		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir,Black Flange,BLM Color, Lens - Clear	1
200	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
201	0892713	SP	Bracket, License Plate & Light, P25 LED, Black Hsng, Qty Qty, - 01 Location - LS Rear	1
202	0589905		Alarm, Back-up Warning, PRECO 1040	1
203	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
204	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
205	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied and Reverse Signal Activation	1
206	0775459		Lights, Perimeter, Amdor AY-LB-12HW040 40", Full Width Mudflap Qty, - 02 Control, Scene Lts - Headlight Sw	2
207	0892330	SP	Lights, Step, P25 LED 4lts, Pump Pnl Sw, Trm Fet Color, Trim - Black Housing	1
208	0774470		Light, Roof Mt, HiViz, FT-B-72-ML-*, Cnt Feature Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	1
209	0740247		Lights, HiViz FT-MB-18-TR-*-, 25.2", 2nd Color, Lt Housing HiViz - Black Location - Ls over crew cab door centered Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black Scene Light Optics - flood	1
210	0740249		Lights, HiViz FT-MB-18-TR-*-, 25.2", 1st Location - RS over crew cab door centered Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	1

Line	Option	Type	Option Description	Qty	ITEM 12
210			Color, Lt Housing HiViz - Black Scene Light Optics - flood		
211	0756031		Lights, HiViz FT-MB-18-TR-* 25.20", 1st Location - PS midway of body Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black Scene Light Optics - flood	1	
212	0756029		Lights, HiViz FT-MB-18-TR-* 25.20", 2nd Location - DS midway of body Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black Scene Light Optics - flood	1	
213	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1	
214	0645670		Lights, Not Required, Hose Bed, Alt. Deck Light At Front Of Hose Bed	1	
215	0635527		Light, Hose Bed, 63" LED Light Strip, Front Cross Divider Qty, - 01 Control, Hose Bed Lts - With Other Hosebed Lts and Cup Switch LS Rear SS Painted Black	1	
216	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1	
217	0733247		Lights, Rear Scene, HiViz FT-GESM*, Surface Mt Location, Lights - High on LS rear body Qty, - 01 Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch LS Rear SS Painted Black Color, Lt Housing HiViz - Black Bezel & Black Optic Holder	1	
218	0709438		Lights, Walk Surf, FRP Flood, LED	1	
219	0060115		Pumper, Medium, Aluminum, 2nd Gen	1	
220	0554271		Body Skirt Height, 20"	1	
221	0674974		Tank, Water, 1000 Gallon, Poly, Pumper Med, New York Style	1	
222	0003405		Overflow, 4.00" Water Tank, Poly	1	
223	0028107		Not Required, Foam Cell Modification	1	
224	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1	
225	0003429		Not Required, Direct Tank Fill	1	
226	0003424		Not Required, Dump Valve	1	
227	0048710		Not Required, Jet Assist	1	
228	0030007		Not Required, Dump Valve Chute	1	
229	0514778		Not Required, Switch, Tank Dump Master	1	
230	0556223		Hose Bed, Aluminum, Pumper, New York Style, Fill In Blank Height, Painted Fill in Blank - 69.00 Inches Unloaded Height. Material Trim/Scuffplate - b) S/S, Brushed	1	
231	0723549		Painted Hose Bed Paint Color, Hose Bed Interior - Match Lower Body	1	
232	0003481		Hose Bed Capacity, Special Capacity, Hosebed - Starting from driver side 300' 1.5" double jacket hose single stack 300' 1.5" double jacket hose single stack 1000' 3" double jacket hose 1000' 4" LDH 400' 2" double jacket hose two stack 250' 2.5" double jacket hose single stack	1	
233	0073494		Not Required, Divider, Hose Bed	1	
234	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear Type of fastener - seat belt buckle - Receiver on Netting Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1	
235	0010133		Cross-Divider, Hose Bed	1	
236	0660348		Divider, .25" Unpainted Hose Bed, Angled at Rear with Handhold Qty, - 05 Fill in Blank - *	5	
237	0058070		Hose Bed Divider Connected to Upper Rear Handrail	1	
238	0567899		Tracks, Adjustable, Hose Bed Divider, Front Crossdivider of Hose Bed, Additional	1	
239	0678132		Track, Recessed, Hose Bed Divider, Additional	1	

Line	Option	Type	Option Description	Qty
240	0602292	SP	Deflector, Hose Bed, 24" Long, Alum Treadplate, Butterfly Latches/Gas Struts	1
241	0733873		Lettering, Hose Bed Rear Flap, Reflective, On Vinyl Patch	1
			Color, Lettering - o) red	
			Qty, Lettering - 01	
			Lettering, Hosebed - 2	
			Layout, Lettering - Straight	
			Size, Lettering, Rear Flap, Reflective - 18.00"	
242	0695399		Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
243	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
244	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
245	0889713		Tow Eyes, 2G Pumper	1
246	0079470		Tray, Hose, Running Board, "Free Floating", w/Capacity Feature	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray - DS 100' 3" double jacket hose	
			PS 35' 5" LDH	
247	0895820		Construction, Compt, Alum, 2G Pumper	1
248	0658192		LS 152" Lap, Full Height Front & Rear, FDLER, Double Door Over Wheel	1
249	0063623		RS 152" Lap, Low, FDLER	1
250	0063911		Doors, Lap w/ "D" Handles - Side Compartments	1
251	0804527	SP	Compt, Flush Rear, Single Lap Door LS, Enclosed Plumbing RS, 30.75" FF	1
252	0889414	SP	Doors, Lap / Black "D" Handles-Rear Compt	1
253	0554995		No Body Modification Required	1
254	0746076		Handle, Lap Doors, Hansen, Black	8
			Location - LS1, LS2, LS3, LS4	
			B1	
			RS1, RS2, RS3	
			Qty, - 08	
255	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Lt Strip	6
			Qty, - 06	
256	0760868		Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side	1
			Control, Scene Lts - Hose Bed Light Sw	
257	0687146		Shelf Tracks, Painted	4
			Qty, Shelf Track - 04	
			Location, Shelf Track - LS1, LS3, RS2 and RS3	
258	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	4
			Qty, Shelf - 04	
			Material Finish, Shelf - Unpainted for Special Coating	
			Location, Shelves/Trays, Predefined - RS2-Centered, LS3-Upper Third,	
			LS3-Upper Third (2nd) and LS1-Upper Third	
259	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	5
			Qty, - 05	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS2, LS1, B1 and LS3	
			Material Finish, Tray - Unpainted for Special Coating	
260	0635915		Mounting Plate, 3/16" Alum	7
			Location - LS1, LS2, LS3, LS4, B1, RS2, RS3	
			Qty, - 07	
			Finish - Painted, Nightspots 909017	
			Dimensions - Sized to be full coverage on all back walls of each	
			compartment.	
261	0599601		Drain Holes, Shelves & Trays, 4 in Each	1
262	0678819		Drain Holes with 1.00" Tubes	8
			Location - Compartments LS1, LS2, LS3, LS4, B1, RS1, RS2, RS3	
			Qty, Comp. Accessory - 08	
263	0502687		Matting, Dri-Deck, Compt Trays and Shelves	11
			Location - Slide-out Trays LS1, LS3, B1, RS1, RS2	
			Shelves 6 TBD*	
			Qty, Comp. Accessory - 11	
			Color - 1) black	
264	0659383		Matting, Turtle Tile w/Ramp, Compt Floors	3
			Location - LS2, LS4, RS3	
			Qty, Comp. Accessory - 03	
			Color - 1) black	

Line	Option	Type	Option Description	Qty
264			Color, Tile Edge - red	
265	0899067		Rub Rail, Black Plastic w/.50" Spacer, Body Sides, Light Cut Outs	1
266	0784809		Fender Crowns, Rear, Rubber, w/Removable Liner	1
			Material Finish, Fender Liner - Painted black 101	
267	0602222		Hose, Hard Suction, 6.0", 10.0', Clear Corrugated, Kocheck	3
			Qty, Hard Suction Hose - 3	
268	0612955		Trough, HSH, (1), Compartment Top Mount	1
			Qty, - 01	
			Location, Hose Trough/Compartment - a) left side	
			Trough, Material - Alum - Painted	
			Trough, Latch Type - velcro	
269	0612961		Trough, HSH, (2), Side Sheet Mount, Angle Bracket	1
			Qty, - 01	
			Location, Hose Trough/Compartment - i) above ladders RS	
			Trough, Material - Alum - Painted (2)	
			Trough, Latch Type - velcro	
270	0764089		Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum, LED Backlit, Black	1
			Switch, Handrail Light Control - Headlight Switch & Park Brake	
			Color, Light, Hansen Handrail - Red	
271	0764332		Handrails, Beavertail, Hansen Tubing, Knurled Aluminum, LED Backlit, Black	1
			Switch, Handrail Light Control - Headlight Switch & Park Brake	
			Color, Light, Hansen Handrail - Red	
272	0757783		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed, Hansen, Black	1
			Handrail Finish - Knurled	
			Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
273	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door	1
			Location, Bracket/comp. - RS fender rear of the rear wheels	
			Qty, - 1	
			Door Finish, Fender Compt - Painted	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
274	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - LS Fwd and Triple - RS Fwd	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
275	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
276	0004230		Ladder, 14' Duo-Safety 775A Roof	1
277	0004300		Brackets, Adjustable, RS	1
278	0733387		Ladder, 10' Duo-Safety Folding 585A	1
279	0761352		Trough, Folding Ladder, Behind Ladders on Ladder Brackets	1
280	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
281	0760185		Tube, Pike Pole 8' or Longer, Behind Ladder Brackets	2
			Qty, Pike Poles - 2	
			Location, Left Side, Right Side - Right Side	
			Material/Finish, Tube, Pike Pole - Painted Aluminum	
			Width, Notch, Pike Pole Tube - .75", Standard Notch	
282	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
283	0733065		Not Required	1
284	0004376		Bell, Customer Furnished/Pierce Mounted	1
			Location, Acc. Misc. - b) passenger's side	
			Fill in Blank - Bell needs to be mounted on the RS of the front bumper to not inhibit access to the front inlet.	
285	0724136		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident, Black Powder Coat	1
			Coating, Step - black	
			Location, Steps - Full Height Left, One (1) RS w/LED Light - Black	
286	0724126		Steps, Folding, Rear of Body, w/LED, Trident, Black Powder Coat	1
			Coating, Step - black	
287	0007545		Pump House, Side Control, 45", Control Zone	1
288	0509918		Pump House Structure, Raised, Included with Enclosed Pump Panel	1

Line	Option	Type	Option Description	Qty
289	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
290	0004481		Seal, Grafoil, Waterous	1
291	0559769		Trans, Pump, Waterous C20 Series	1
292	0635600		Pumping Mode, Stationary Only	1
293	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
294	0003148		Transmission Lock-up, EVS	1
295	0004547		Auxiliary Cooling System	1
296	0014486		Not Required, Transfer Valve, Single Stage Pump	1
297	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
298	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
299	0072176		Primer, Trident, Air Prime, Air operated, w/(2) Additional Priming Valves	1
			Inlet Extra Primer - DS, Front & Rear	
300	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
301	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
302	0795135		Plumbing, Stainless Steel, w/Foam System	1
303	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
304	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
305	0084610		Valves, Akron 8000 series- All	1
306	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
307	0004700		Control, Inlet, at Valve	1
308	0004660		Inlet (1), Left Side, 2.50"	1
309	0004680		Inlet, Right Side, 2.50"	1
310	0034720		Anode, Zinc, Pair, Pump Inlets	1
311	0506006		Anode, Zinc, (4) Pump- Inlets/Outlets	1
312	0897252		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, California Style	1
			Inlet, Size - Six	
			Drain, Suction - T Swing Handle	
			Inlet, Front, Valve - Jamesbury 5.00"	
			Inlet, Front, Plumbing - Black Iron Pipe	
			Inlet, Front, California Notch Size - 8.00" Wide Notch	
313	0014823		Control, Front Inlet, Electric, w/Indicator Lights	1
314	0737985		Valve, Relief Intake,Front Inlet,Trident Air Max,Cntrl w/Main Pump Intake Relief	1
315	0749108		Piping for Front Suction Thru Bumper, As Short As Possible	1
316	0004788		Cap, Front Inlet, Long Handle, VLH	1
317	0545727		Inlet, Rear, 4"-6" w/5" S/S Plmb, Thru Tank, RS, w/Bleeder Valve	1
			Inlet, Size - Six	
318	0024831		Control, Rear Inlet, Electric, w/Indicator Lights	1
319	0004799		Cap, Rear Inlet, Long Handle, VLH	1
320	0737977		Valve, Relief Intake, Rear Inlet,Trident Air Max,Cntrl w/Main Pump Intake Relief	1
321	0092568		No Rear Auxiliary Inlet Requested	1
322	0723048		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle, Black	1
323	0767406		Tank to Pump, (1) 4.00" Valve, 4.00" Plumbing, Akron 9333 Elec Controller	1
324	0758824	SP	Outlet, Tank Fill, 1.50", Dual Akron 9333 Controller	1
325	0771257		Control, Outlets, Swing Handle, Vertical, Side Control, 45.00" Pump House	8
			Location - 1-Front Bumper Discharge, 2-LS 2.5" discharges, 1 RS 2.5" discharge, 4- rear discharges	
			Qty, Discharges - 08	
326	0766937		Outlet Control, Elec, Akr 9333	3
			Qty, Discharges - 03	
			Discharge, Outlet Locations - Deluge, Hose Reel in Dunnage Left Side and Hose Reel in Dunnage Right Side	
327	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
328	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
329	0092570		Not Required, Outlets, Left Side Additional	1
330	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
331	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	

Line	Option	Type	Option Description	Qty
332	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
333	0092571		Not Required, Outlets, Right Side Additional	1
334	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
335	0766070		Outlet, 4" w/4" Valve, Right Side, Akron 9333 Elec Controller	1
336	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
337	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
338	0004995		Outlet, Rear, 2.50"	4
			Qty, Discharges - 04	
			Location, Outlet - h) two LS and two RS	
339	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
340	0092574		Not Required, Outlet, Rear, Additional	1
341	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
342	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
343	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
344	0723040		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle, Black	1
345	0092504		Reducer, 2.50" FNST x 1.50" MNST, No Cap	3
			Qty, Adapter for Outlets - 03	
			Location, Adapter(s) - Three rear body discharges, 2 LS and 1 RS	
346	0549164		Outlet, 3.00" Deluge w/Akron Model 3406 Electric Riser	1
347	0645371		Monitor, Akron, 3440 DeckMaster, w/U2 Wireless Remote	1
			Location - In compartment LS3 left wall	
			Monitor Finish - Painted to Match Upper Body	
348	0510255		Nozzle, Akron 5177, 1250 GPM, Akromatic - Electric	1
349	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
350	0723726		Speedlay Module Not Required	1
351	0722432		Hose Restraint Not Required, No Speedlay Module	1
352	0723395		Speedlays, Not Required	1
353	0723394		Speedlays, Not Required	1
354	0025140		Not Required, 1.50" Crosslays	1
355	0029196		Not Required, 2.50" Crosslay	1
356	0500535		Not Required, Hose Restraint, Crosslay	1
357	0029260		Not Required, Speedlays	1
358	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
359	0005220		Reel, Booster, Two (2) - Over Pump, Steel	1
			Finish, Reel - Painted Job Color Matching Upper Body	
360	0005285		Switches, Reel Rewind - Two Reels/Two Push Button Switches	1
361	0562851		Hose, Booster - 200' of 1.00" Niedner ReelTex Hose	1
362	0005245		Capacity, Hose Reel, Special	1
			Capacity, Reel - 200'	
363	0049893		Nozzle (1), Elkhart S-200 1.00"	1
364	0085328		Nozzle Cup, Zico w/Bracket	1
			Location - 1 LS pump panel high	
			Qty, - 1	
			Size, Nozzle Cup - 3-1/2" I.D.	
365	0789448	SP	Foam Sys, Husky 3, Single Agent, Multi Select Feature, No Fill/No Tank	1
			Discharge, Foam Locations - Front Bumper Left Side, Rear Outlet Left Side, Rear Outlet Right Side, Left Side Outlet and Right Side Outlet	
366	0012126		Not Required, CAF Compressor	1
367	0561708		Not Required, Refill, Foam Tank	1
368	0031896		Demonstration, Foam System, Dealer Provided	1
369	0045465		Not Required, Foam Tanks	1
370	0091110		Not Required, Foam Tank Drain	1
371	0091079		Not Required, Foam Tank #2	1
372	0091112		Not Required, Foam Tank #2 Drain	1
373	0738072		Approval Dwg, Pump Panel(s), Not Required	1
374	0032479		Pump Panel Configuration, Control Zone	1

Line	Option	Type	Option Description	Qty	ITEM 12
375	0766593	SP	Material, Pump Panels, Side Control Painted FormCoat Black,Access Doors Included Material Finish, Pump Panel, Side Control - Painted FormCoat Black Material, Pump Panel, Side Control - Aluminum	1	
376	0721765		Panel, Pump Access - Right Side Only, Side Control Latch, Pump Panel Access, Side Mount - Swell Latch, Black	1	
377	0005945		Light, Pump Compt	1	
378	0586382		Gauges, Engine, Included With Pressure Controller	1	
379	0005601		Throttle, Engine, Incl'd w/Press Controller	1	
380	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1	
381	0549333		Indicators, Engine, Included with Pressure Controller	1	
382	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1	
383	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1	
384	0009666		Pump Master Gauge Panel Mounted @ Angle	1	
385	0677893		Gauges, 6.00" Master, Class 1, Special, LED Gauge Pressure Range - 30"-0-600 psi Light,Class One, Pressure - Red LED	1	
386	0533149	SP	Gauge, 2.50" Pressure - Class 1, 30"-0-400 PSI w/Red LED Backlighting	1	
387	0757359		Gauge, Water Level, Class 1, Remote Module Driver Activation, Water Level G - pg) pump in gear	1	
388	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level Qty, - 01 Activation, Water Level G - pg) pump in gear Location, Water Level Gauge, Multi-Select - Rear Body - LS Color, Trim - Black Trim	1	
389	0763299	SP	Water Level Gauge, WIn M6**, Blk Trm 4 Lts Location - LS just behind drivers crew cab door and RS just behind officers crew cab door Qty, - 02 Activation, Water Level G - pg) pump in gear Color, Lens, LED's - Clear Color, Lt Lvl Full - Green Color, Lt Lvl 3/4 - Blue Color, Lt Lvl 1/2 - Amber Color, Lt Lvl 1/4 - Red	2	
390	0754524	SP	Water Level Gauge, Add'l, Cab, Mini, Class1, LED Loc Fet Location - In view of the driver.	1	
391	0006774		Not Required, Foam Level Gauge	1	
392	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1	
393	0747819	SP	Air Horn, Nathan AirChime K5LA, Behnd Bmp Location - Behind front bumper in a safe mounting location	1	
394	0757092		Control, Air Horn, Multi Select	1	
395	0757076		Control, Air Horn, Lanyard, RS Lanyard - Nylon Rope	1	
396	0757077		Control, Air Horn, Lanyard, LS Lanyard - Nylon Rope	1	
397	0533071		Siren, WIn 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1	
398	0557179		Location, Siren, Heavy Swivel Mount Center Console, Not Overhead Location - TBD by customer	1	
399	0076156		Control, Elec Siren, Head Only	1	
400	0776000		Speaker, (1) WIn, SA315P, w/Pierce Black Painted Grille, 100 watt Connection, Speaker - siren head	1	
401	0650748		Siren, Aux, Federal RUMBLER-3	1	
402	0688030		Control, Aux Electric Siren, Passenger's Side Foot Sw	1	
403	0650543		Location, Aux Elect Siren, Behind PS Seat, Amp Only	1	
404	0650747		Speaker, Aux, Siren, Federal RUMBLER-3	1	
405	0650532		Location, Aux Siren Speaker, Behind Bumper, Vent Holes Down	1	
406	0895310		Siren, Federal Q2B Finish, Q2B Siren - Black Chrome	1	
407	0006097		Location of Siren, Recessed in Bumper Location, Siren, Mech - c) center	1	
408	0748305		Control, Mech Siren, Multi Select	1	
409	0748281		Control Mech Siren, Ft Sw RS	1	

Line	Option	Type	Option Description	Qty
410	0748282		Control Mech Siren, Ft Sw LS	1
411	0736158		Sw, Siren Brake, Momentary, Lower Sw Pnl	1
412	0746353		Not Required, Warning Lights Intensity	1
413	0895667	SP	Lightbar, Federal, Navigator, 87" NVG87D-WRIGHTS1, RrrrwRWrrrrR, 90FPM Rot	1
414	0752724	SP	Lightbars, Federal, Navigator, 18" 1552353688, Pair 1st Location, Light Bar - a) over the cab doors	1
415	0016380		No Additional Lights Req'd, Side Zone Upper	1
416	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left White Color, Lt PS Front Inside - Right White Color, Q Bezel and Trim - Black	1
417	0616013	SP	Light, Front, Wln M6*C LED, Clear Lens, Black Flange 2nd Location, Lights - Front bumper 1 on each side Qty, - 02 Color, Lights, Warning - gla) red Control, Light - h) front warning	2
418	0733522	SP	Light, Mars TB8-L1-P/* LED, Pair on Cab, Side Mt Bracket, Painted Black Color, Lens, LED Mars Lt - LS Clr/RS Red	1
419	0745167	SP	Lights, Side Zone Lower, Wln M6** LED, BLK Trim, 2pr Location, Lights Front Side - b)each side bumper Color, Lens, LED's - Clear Location, Lights Rear Side - Over Rear Wheels Color, Lt Side Front, DS - Left Red Color, Lt Side Front, PS - Right Red Color, Lt Side Rear PS - Right Red Color, Lt Side Rear DS - Left Red	1
420	0895725		Lights, Door Interior Flash, 4 Dr Cab, Wln M2** Color, Lens, LEDs - Clear Color, Trim - Black Trim Control, Door Int Flash - Ignition Switch Location, Light, Door Int Flash - Low and Outside Color, Lt Cab Left - Red Flashing Color, Lt Cab Right - Red Flashing Color, Lt Crew Cab Left - Red Flashing Color, Lt Crew Cab Right - Red Flashing	1
421	0895609		Connectors, Door Interior Flash, All Cabs, Butt Splice	1
422	0743902		Lights, Side, Wln M6** LED, Trm Fet 2nd Location, Lights - Located above crew cab compartment LS and RS Qty, - 02 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Black Trim	2
423	0743910		Lights, Side, Wln M6** LED, Trm Fet 1st Location, Lights - Located over the front wheels on the LS and the RS Qty, - 02 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Black Trim	2
424	0672937		Lights, Side, Wln WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st Location, Lights - LS and RS black plastic rub rail forward and behind the rear tires centered in each rub rail. Qty, - 04 Color, Lights, Warning - gla) red Control, Light - b) side warning	4
425	0759142		Lights, Rear Zn Lwr, Wln M6*, Color, Lens, LED's - Clear Color, Lt DS Rear - Left Red Color, Lt PS Rear - Right Red	1
426	0729788		Lights, Rear, Wln WIONSM* LED, Recessed In Tailboard, 2nd Location - one each side recessed outboard of the three DOT marker lights Qty, - 02	2

Line	Option	Type	Option Description	Qty	ITEM 12
426			Color, Lights, Warning - Red Flashing Control, Light - c) rear lower warning Color, Lens, LED's - c)clear Color, Trim - Black Housing		
427	0729798		Lights, Rear, WIn WIONSM* LED, Recessed In Tailboard, 1st Location - One on the LS and RS of the tailboard, 1 in each side of the 45 degree angle. Qty, - 04 Color, Lights, Warning - Red Flashing Control, Light - c) rear lower warning Color, Trim - Black Housing	4	
428	0729008	SP	Light, Rear Zone Upper, Federal Navigator 2-10", 1552353881, 120 RPM	1	
429	0006551		Not Required, Lights, Rear Upper Zone Blocking	1	
430	0036608		Mtg, Rear Warn Lts, Std Mount, S/S Brkts, Mini Ltbars	1	
431	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1	
432	0745874	SP	Location, Traf Dir Lt, Recessed with Black Painted Trim	1	
433	0530281		Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1	
434	0888844	SP	Inverter, Vanner IQ12-2600, 2600W, Non-NFPA Location, Inverter Switch - Pump Panel	1	
435	0889532		Location, Inverter/Battery Charger, LS Front Body Cmpt, High LS	1	
436	0889570	SP	Approved, Inverter	1	
437	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire Qty, Cord Reels - 1 Reel Guide - b) Captive roller Finish, Reel - Painted Job Color Matching Upper Body Location, Electric Cord Reel - Above Pump, Right Side, 1 Reel	1	
438	0016828		Cord, Electric, 10/3 Black, 3 Wire Lengths of Elect Cord - 1 Feet of Black Cord - d)200 Connection, Cord - Hubbell 20A 120V Twst Lock	1	
439	0788176		Box, Junc, Akron, 4Wire, 2-15/20A 120V Dup SB, 2-20A 120V TL Qty, - 01 Connection, Electric Plug / Inlet (Male) - Pigtail, 20A, 120/240V, TL, Pierce Installed	1	
440	0066629		Guide, Roller In Body Sheet Location - Guide roller in body sheet over the RS pump panel. Qty, Roller Guide - 1	1	
441	0753732	SP	Holder, Junction Box, Tread Plate Aluminum, Lined, UL-LX, Blk Location - Compartment RS2 exact location TBD by Customer Qty, - 1	1	
442	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 01 Location 1 - RS rear wall crew cab area in empty outboard seat location AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1	
443	0779700		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, GFI, Interior Body Qty, - 08 Location 1 - LS1, LS2, LS3,LS4, B1, RS1, RS2, RS3. Exact locations to be determined by the customer. AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	8	
444	0519934		Not Required, Brand, Hydraulic Tool System	1	
445	0649753		Not Required, PTO Driven Hydraulic Tool System	1	
446	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1	
447	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1	
448	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1	
449	0602390		Strainer, Provided by Fire Department, Pumper NFPA 2016 Classification	1	
450	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1	
451	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1	12 - 27

Line	Option	Type	Option Description	Qty
452	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
453	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
454	0741569		Paint Process / Environmental Requirements, Appleton	1
455	0709764		Paint, Two-Tone Color, Arrow XT	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red	
			Paint Break, Cab - Standard Two-Tone Cab Break	
456	0709833		Paint, Two-Tone Color, Body	1
			Paint Break, Body - Special	
			Paint, Lower Body - Match Cab Lower	
			Paint, Upper Body - Match Cab Upper	
457	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
458	0693797		No Paint Required, Aluminum Front Wheels	1
459	0693792		No Paint Required, Aluminum Rear Wheels	1
460	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
461	0673716	SP	Coating, UL-LX, Compt Shelves/Trays, Black	9
			Location - Roll-out Shelves LS1, LS3, B1, RS1, RS2	
			Shelves- 1 LS1, 2- upper LS3, 1- RS2	
			Qty, - 09	
462	0752947	SP	Coating, UL-LX, Free Floating Hose Trays, Exterior	2
			Location - LS and RS in running boards on each side of the pump panel	
			Qty, - 02	
			Color, UL-LX, Per Item - a) black	
463	0751196	SP	Coating, Safe-Stride, Black, Front Body Bulkheads	1
464	0804066	SP	Coating, UL-LX, Light Brackets, Black	2
			Location - The S/S upper rear light brackets	
			Qty, - 02	
465	0889901	SP	Coating, FormCoat, Black, Pumphouse Vertical Surfaces	1
			Color, Safe-Stride - Black	
466	0791911		Coating, Safe-Stride, Black, Top of Body Compartments, Pumpers	1
467	0776125		Coating, Safe-Stride, Black, Light Shield/Step	1
			Qty, - 01	
468	0753821		Coating, Safe-Stride, Running Board	1
			Color, Safe-Stride - Black	
469	0620095		Paint, Drip Rail, Cab	1
470	0788880		Coating, Safe-Stride, Black, Tailboard	1
471	0723008	SP	Coating, UL-LX, Front Body Bulkheads	1
			Color, UL-LX, Per Item - a) black	
472	0639088		Compartment Paint, 909017, Nightspots	1
473	0544124		Reflective Band, 1"-4"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
474	0602460		Reflective Band Across Cab Face, Provided by Fire Department, NFPA 2016	1
475	0602763		Stripe, Chevron, Rear, Reflective, Non-NFPA 2016 Colors, Pumper	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - p) black	
476	0602452		Stripe, Reflective, Cab Doors Interior, Provided by Fire Department, NFPA 2016	1
477	0067298		Stripe, Gold Leaf, Across Cab Face	1
478	0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
479	0067275		Stripe, Gold Leaf, Side of Cab, Up	1
480	0027285		Stripe, Gold Leaf, Side of Cab, Low and Over Fender	1
481	0027372		Lettering Specifications, (GOLD STAR Process)	1
482	0686426		Lettering, Gold Leaf, 3.00", (61-80)	1
			Outline, Lettering - Outline and Shade	
483	0017773		Stripe, Gold Leaf, Side of Body, Over Fender Only, Single Axle	1
484	0686201		Lettering, Gold Leaf, 10.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
485	0018739		Lettering, Reflective, "Dial" (Vert), "911" (Hor), Ea	2
			Color, Lettering - e) black	

Line	Option	Type	Option Description	Qty
485			Location, Lettering - LS1 and RS1 Qty, - 02 Size, -Dial 911- - 08	
486	0741843		Lettering, Reflective, Full Width Mud Flap, 1 Color Configuration - BORDER PATROL Font, Lettering, Mud Flap - Style 4 Outline, Lettering, Mud Flap - Black Outline Color, Lettering, Mud Flap - Ruby Red	1
487	0684198		Emblem, Maltese Cross, Sign Gold, 18"-20", Pair Qty, - 02 Location, Emblem - Cab doors TBD.	2
488	0769765		Lettering, Numerals, Grille, Painted w/ Outline (2)	1
489	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
490	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
491	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
492	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
493	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
494	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
495	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
496	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
497	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
498	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
499	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
500	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
501	0695416		Warranty, Pierce Camera System, WA0188	1
502	0708760		Warranty, Not Applicable, LED Strip Lights	1
503	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
504	0685945		Warranty, Transmission Cooler, WA0216	1
505	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
506	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
507	0690936		Warranty, Roll up Doors, Not Required	1
508	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
509	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
510	0657990		Warranty, Foam System, Husky 3, WA0231	1
511	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
512	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
513	0683627		Certification, Vehicle Stability, CD0156	1
514	0736245		Certification, Engine Installation, Arrow XT, Cummins X15, 2021	1
515	0686786		Certification, Power Steering, CD0098	1
516	0892705		Certification, Cab Integrity, AXT, CD0191	1
517	0548949		Certification, Cab Door Durability, AXT, CD0002	1
518	0548968		Certification, Windshield Wiper Durability, AXT, CD0006	1
519	0548952		Certification, Electric Window Durability, AXT, CD0003	1
520	0549275		Certification, Seat Belt Anchors and Mounting, AXT, CD0019	1
521	0694929		Certification, Cab Heater and Defroster, AXT, CD0094	1
522	0609805		Certification, Cab Air Conditioning Performance, Arrow XT 2010, CD0140	1
523	0545073		Amp Draw Report, NFPA Current Edition	1
524	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
525	0799248		Appleton/Florida BTO	1
526	0000018		PUMPER, 2ND GEN	1
527	0000012		PIERCE CHASSIS	1
528	0004713		ENGINE, OTHER	1
529	0046396		EVS 4000 Series TRANSMISSION	1
530	0020011		WATEROUS PUMP	1
531	0020009		POLY TANK	1
532	0028048		FOAM SYSTEM	1
533	0020006		SIDE CONTROL	1
534	0020007		AKRON VALVES	1
535	0020014		FRONT SUCTION	1

ITEM 12

Line	Option	Type	Option Description	Qty
536	0020015		ABS SYSTEM	1
537	0658751		PUMPER BASE	1

**AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES**

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Stockton Volunteer Fire Company Fed Tax ID #: 521196602

Item Purchased for (circle one) **FIRE / RESCUE** EMS

Amount Requested from ARPA Funds: \$ \$150,000
If project / item amount is greater than ARPA funds request---state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.

The remaining balance will be covered by the SVFC General Fund.

Brief Description of Item and Quantity to be purchased
Attach any brochures, detailed item specifications, etc.
The Stockton Volunteer Fire Company will be using the funds to purchase a new fire Engine. This apparatus will be replacing our current 1994 Pierce Fire Engine 202.

See attached Letter to the Commissioners for more information on this purchase.

Vendor Names and Quotes Received (if total exceeds \$25,000)
Attach vendor quotes
If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Matheny Motor Truck Company	\$989,555.00
Atlantic Emergency Solutions	\$987,217.00

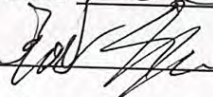
Expected Order Date: 01/12/2023

Expected Delivery Date: Spring or Summer of 2024

Specification Bid Item Contact Person Name: Doug Parker Phone: 410-726-2574

Financial/Bid Contact Name: Chris Breslin Phone: 443-824-4341

Chief / EMS Captain Signature:  Date: 2-2-2023

President Signature:  Date: 02/02/2023

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____
County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor



Universal Support Associates

June 12, 2023

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

Commissioner Abbott,

Our non-profit, Universal Support Associates Co (USA), is requesting the County's assistance to become a lead applicant in our attempt for funding through the State of Maryland for Pocomoke City for the following grants:

Community Legacy Program
Maryland Façade Improvement Program

The deadline for these grants is Thursday, June 29, 2023, at 3 p.m.

USA consists of a group of enthusiastic professionals who are passionate about housing affordability, job training and revitalization. USA relies on innovative thinking and actions that result into greater efficiency and effectiveness to advance our mission, improve our organization and realize positive community change.

On the Eastern Shore, we want to be the best employer, partner and industry leader in making positive things happen for the families and communities we serve. We want to utilize the highest standards of excellence in all aspects of our business. As we go about doing our work, we want to leave a blueprint of community improvements and residential prosperities.

USA, in partnership with FS Titus Enterprises, LLC (FST), have constructed a plan to assist with the revitalization of some of the older neighborhoods and businesses in Pocomoke's designated Sustainable Community Areas. One of our goals is to work in concert with the workgroup involved with the Sustainable Communities Program Renewal 2020 (RA) and their Comprehensive Master Plan. The most recent update to the RA shows indication that Pocomoke City is in the process of forming partnership with Worcester County and we would like to be involved with that partnership as well. In addition, the RA indicated that Pocomoke City does not have the manpower to partner with community development organizations to improve its housing stock, increase the availability of affordable housing or support those experiencing homelessness or being threaten with eviction. We have made several attempts through the current mayor to become involved and he has promised to make this a reality.

The Pocomoke's RA addressed the challenges affecting Pocomoke City. One of the challenges for Pocomoke City has been the competitive nature of a number of the grant programs Pocomoke City has relied upon to implement the action plan. In addition, Pocomoke City has indicated that improvements in Historical Districts are not complete, such as restoration of public and privately owned historical buildings, removal and replacement of unsafe, unusable buildings, blighted buildings and the unresolved issues with the brownfields. Revitalizing communities takes a group effort and collaboration.

231 East Main Street, Salisbury Maryland 21801



Universal Support Associates

The complexity and scale of the work demands ongoing collaboration by many partners, individuals and organizations which we encourage and manage as part of our mission. USA and FST are committed to assist in this endeavor.

Another challenge Pocomoke City mentioned in the RA involved the poor economic indicators of the area. There is a low assessable base, non-diversified economy, high poverty rate, poor housing conditions, and a low median income. In essence, Pocomoke City is forced to put even more effort into revitalization opportunities. The poor economic indicators lead to a smaller tax revenue base to fund infrastructure projects and to cover needed costs. USA along with FST, will create high-quality, affordable homes for residents of modest means and empower them with programs and tools to help them reach and maintain their fullest potential.

As a start to the revitalization process, FST has acquired 26 properties in Pocomoke City (some are in the Sustainable Communities area and possible brownfield areas). Thus far, some of the residential properties have been sold to individuals that have committed to renovating and providing affordable housing. The remaining lots are slated for more green space, hardscapes, parks and outdoor recreational opportunities through community partnership to assist with meeting the needs and challenges in Pocomoke City. In addition, a 56-unit affordable housing site has been approved for development and the need for infrastructure funding is critical. With these acquisitions, FST now has a vested effort in the revitalization process and are committed to providing added value to Pocomoke City.

Also stated in the RA, workforce development and training has not been a focus of Pocomoke City. In addition, the RA indicated Pocomoke City was in the process of planning an indoor recreational facility. USA has received a commitment from FST to work together to utilize the remaining houses, lots and commercial building on Market Street for development to put forth affordable housing, job training and façade improvement for Pocomoke City. We would like to consider the commercial building owned by FST on Market Street as a possible option for the indoor recreational facility and job training.

As the cost of living continues to grow and more families have chosen the Eastern Shore to visit and live in, a growing number of unhoused communities are daily reminders of ongoing displacement and economic instability for many. Exorbitant housing and rental costs have reshaped communities, contributing to the permanent displacement of many individuals and families, and have placed serious strains on others who struggle to maintain space throughout the state. Pocomoke City has indicated that in their most recent RA that home ownership has decreased approximately 2%.

We have established a partnership with the Coldwell Banker Real Estate Team to assist with a program they have created titled “Revitalization without Gentrification”. The efforts to put this process in place is underway and we will stride to create this model for needed areas throughout Maryland. This is the trend that USA/FST would like to be vested in for years to come.

The Community Legacy Program was a missed opportunity for Pocomoke City for the 2022-2023 fiscal year. USA’s success for Pocomoke City relies on all the caring and committed groups and people on the Eastern Shore to ensure that funding is awarded for the 2023-2024 fiscal year.



Universal Support Associates

Also, we believe the areas addressed above, if properly funded, will significantly provide added value for the RA section B that deals with housing and the “Desired Outcomes and Progress Measures” and “Strategies and Action Items” for both Outcome 1, Strategy C and for Outcome 2, Strategy A. Our approach mirrors their objectives and outcomes.

We are committed to making high quality, affordable housing, job training and community-based revitalization a reality.

Thank you in advance for your consideration.

Dwayne Lockman

Dwayne Lockman
President



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: June 20, 2023
RE: Request to Purchase – Worcester County Jail New Camera System

The Worcester County Jail and Information Technology (IT) is requesting approval to purchase a new camera system for the County Jail. The current camera system has reached its end of life. We have started seeing some of the camera components fail. The recorders are approximately 6 years old while there are a number of individual cameras that are 15+ years old, which is well beyond usable life. The attached quote is for a complete replacement including removal of the current equipment/analog wiring and pulling in new Cat6 wiring. The total project amount is \$413,126.94.

Equipment pricing is based off of the U.S. General Services Administration (GSA) pricing. GSA issues long-term governmentwide contracts that provide federal, state, and local government buyers access to commercial products, services and solutions at pre-negotiated pricing.

FY24 funding in the amount of \$300,000 is available for this upgrade in G/L account 100.1103.9010.060. The remaining will be an over expenditure that is offset by casino revenue.

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



Absolute Security Group, Inc
300 Mill Street, Ste A
Salisbury, MD 21801
410-860-0620

ITEM 14

Proposal

Client Information

Worcester County Jail
5022 Joyner Rd
Snow Hill, MD 21863

Proposal Number 4238
Date 5/31/2023 Expires 6/30/2023
Salesperson Steve Smith

Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services Residential and Commercial:

- Burglar systems
- Fire alarm systems
- Access control
- Cameras
- Intercoms
- Medical alert and nurse call systems

In addition, Absolute Security Group, Inc. offers customers:

- Monitoring for:
 - Security (doors, motion, glass breakage, hold up)
 - Fire (smoke, heat, CO, gas, sprinkler systems)
- Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras
- Enhanced services for remote control of lights locks & thermostats

Furthermore, the company provides 24-hour maintenance and service.

Absolute Security Group, Inc. is committed to providing exceptional and timely service while also building close customer relationships.



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Qty	Description
1	BLACKJACK RACK NVR SERVER DIGITAL WATCHDOG MAIN VIDEO SERVER WITH SPECTRUM VMS
1	BJ P-RACK AI 2U RAID 5, WINDOWS OS ON SSD VIDEO SERVER NUMBER TWO
1	BJ P-RACK AI 2U RAID5, WINDOWS OS ON SSD VIDEO SERVER NUMBER THREE
1	TWENTY (20) DW IVA AI SERVER ANALYTIC LICENSES ONE TIME FEE AI ANALYTIC SERVER LICENSE'S
8	26PRT-GIG/24PRT(POE+)/370WATTS LUXUL - GIGA-BIT POE-PLUS NETWORK SWITCHES
8	INSERT FOR LUXUL SWITHC - GCBT SFT/MINI-GBIC LUXUL SFP FIBER NETWORK SWITCH INSERTS
11	Megapix 20 Megapixel Flexible Panoramic indoor/outdoor vandal dome MULTI-SENSOR CAMERAS
11	WALL MOUNT BRACKET CAMERA MOUNTING HARDWARE
11	CTNR & POLE MNT BRCKT- WHITE CAMERA MOUNTING HARDWARE
11	9MP STAR-LIGHT PLUS DW FISH-EYE DOME CAMERA WIDE ANGLE FISH EYE STYLE CAMERAS
50	JUNCTION BOX WHITE CAMERA MOUNTING HARDWARE
50	WALL MOUNT BRACKET FOR MVC CAMERA MOUNTING HARDWARE
50	DW JUNCTION BOX FOR WALL MOUNT BRACKETS CAMERA MOUNTING HARDWARE
10	MEGAPIX WEATHER RESISTANT BULLET 4K VARI-FOCAL BULLET STYLE CAMERAS



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Qty	Description
10	Digital Watchdog DWC-BLJUNC-W Junction Box for B1 and B2 Bullet Camera CAMERA MOUNTING HARDWARE
90	DW 4K IP VANDAL DOME OUTDOOR 2.7-13.5MM DOME STYLE WALL AND CEILING STYLE CAMERAS
5	IC REAL TIME 2X4MP DUAL LENS 190 DEGREE DOME CAMERA DUAL LENS DOME STYLE CAMERAS
5	IC REALTIME MINI-DOME JUNCTION BOX CAMERA MOUNTING HARDWARE
2	SAMSUNG 43" BET 4K COMMERCIAL MONITOR 4K, LED, HDMI 42" VIDEO DISPLAY MONITORS - CONTROL CENTER ONE
6	32"LED MONITOR VGA HDMI BNC 4K, LED, HDMI 32" VIDEO DISPLAY MONITORS - FOR THE REST OF THE CONTROL CENTERS AND ALSO IN ADMIN IDF ROOM.
3	Samsung 55in LED Smart TV 4K, LED, HDMI, 55" VIDEO DISPLAY MONITORS - FOR THREE OF THE ADMIN OFFICES
8	MEDIUM FULL MOTION TV MOUNT FULL MOTION TV MOUNTS
3	LARGE FULL MOTION TV MOUNT FULL MOTION TV MOUNTS
1	25 FT HDMI V1.4 CABLE W/ETH HDMI CONNECTION CABLES
325	LABOR - INSTALLATION
65	LABOR - SET-UP & PROGRAMMING
1	INSTALL HARDWARE & MATERIAL
0	INSTALL & PROJECT NOTES
	THIS IS A COMPLETELY NEW STATE OF THE ART IP CAMERAS SYSTEM WITH SPECTRUM VMS AND AI



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ANALYTICS.

WE WILL NOT BE USING ANY OF THE COMPONENTS OF THE EXISTING ANALOG VIDEO SURVEILLANCE SYSTEM.

THERE IS 126 CAMERAS PROPOSED PER OUR ON-SITE MEETING AND DISCUSSION. THERE ARE CURRENTLY 160 CAMERAS ON SIGHT AND WITH THIS NEW SYSTEM AND SET-UP WE CAN COVER MORE BETTER WITH LESS CAMERAS.

THIS SYSTEM IS DESIGNED TO ARCHIVE 90 DAYS OF VIDEO STORAGE COVERING THE 126 CAMERAS. HOWEVER, IT HAS EXTRA HORSEPOWER TO HANDLE UP TO 140 CAMERAS.

GSA PRICING APPLIES AND THERE ARE NO MONTHLY FEE'S OR ONGOING COST WITH THIS SYSTEM.

THIS IS A NON-PROPRIETARY TYPE SYSTEM AND COME WITH ONE YEAR FULL WARRANTY ON PARTS AND LABOR.

KNOWING THE FACILITY AS WE HAVE WORKED THERE ON THE EXISTING SYSTEM FOR NUMEROUS YEARS TRYING TO KEEP IT GOING, OUR RECENT SITE-VISIT AND DISCUSSIONS WITH THE WARDEN, ADMIN, IT DEPT AND MAINT. DEPT. THIS IS OUR BEST ESTIMATE ON COST FOR A FULL IP CAMERA UPGRADE SOLUTION.

VIDEO ARCHIVE STORAGE OPTIONS - 60 DAYS SAVES 12K AND 30 DAYS SAVES 25K.

Sub Total	\$306,976.94
Total This Proposal	\$306,976.94



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ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

PRIMARY PHONE

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VA: __-____ MD: _____ DE: _____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved



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300 Mill Street, Ste A
Salisbury, MD 21801
410-860-0620

ITEM 14

Proposal

Client Information

Worcester County Jail
5022 Joyner Rd
Snow Hill, MD 21863

Proposal Number 4243
Date 6/2/2023 Expires 7/2/2023
Salesperson Steve Smith

Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services Residential and Commercial:

- Burglar systems
- Fire alarm systems
- Access control
- Cameras
- Intercoms
- Medical alert and nurse call systems

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Qty	Description
-----	-------------

- 1 NEW IP CAMERA WIRE RUNS
- 1 Trip Charge for service call
- 1 INSTALL MATERIALS AND HARDWARE
- 1 INDOOR & OUTDOOR CAT6 WIRE
- 1 TRAVEL EXPENSES
- 1 LABOR
- 1 PROJECT NOTES

THE NEW IP CAMERA SYSTEM REQUIRES ALL NEW CAT6 INDOOR AND OUTDOOR RATED WIRING.

THE WIRE RUN WILL BE RAN TO THE FOUR IDF CLOSETS AND NOTHING TO THE CONTROL CENTERS

THE PORTION OF THE PROJECT WILL BE INSTALLED BY SUB-CONTRACTORS WORKING UNDER AND WITH ABSOLUTE SECURITY GROUP INC. THE NAME OF THE COMPANY IS " CENTRAL MARYLAND AV " THE OWNER IS TOM PENNEWELL.

THIS QUOTE INCLUDES - WIRE, CONNECTORS, WIRING HANGERS, STRAPPING, CLAMPS, J-HOOKS, ETC. IT ALSO INCLUDES TERMINATING, LABELING AND TESTING AND CERTIFICATION.

THIS CONTRACTOR WILL BE UNDER OUR WATCH AND CARE AND FULLY UNDERSTANDS THAT THEY WILL BE WORKING IN A JAIL, AROUND PRISONERS AND HAVE TO HAVE AN ESCORT AT ALL TIMES.

THEY WILL COME TO THE SITE TO WORK AND MOST LIKELY WORK NORMAL HOURS AND CONTINUE TO WORK FOR HOW MANY DAYS IT TAKE TO COMPLETE THE TASK. THEY ARE TELLING US THEY PLAN TO HAVE FOUR TECHS ON-SITE FOR THIS PROJECT.

Sub Total \$99,900.00



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Salesperson Steve Smith

Qty	Description
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Total This Proposal \$99,900.00

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Proposal Number 4239
Date 5/31/2023 Expires 6/30/2023
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Qty	Description
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50 LABOR

TECH LABOR- TO REMOVE ALL THE OLD VIDEO SURVEILLANCE EQUIPMENT THIS INCLUDES - CAMERAS, CONNECTORS, MOUNTING HARDWARE, NETWORK SWITCHES, POWER SUPPLIES, NVR'S AND RACKS.

THIS QUOTE DOESN'T INCLUDE PULLING OUT AND REMOVING ALL THE OLD COAX WIRING AND THE COAX VIDEO WIRE IN THE CONDUIT EVERYWHERE.

WE WILL DISPOSE OF ALL THE OLD EQUIPMENT AND HAUL OF TO THE DUMP IF YOU WOULD LIKE US TO.

Sub Total	\$6,250.00
Total This Proposal	\$6,250.00



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ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here


Date Approved



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: Requested Fee Changes
Department of Environmental Programs

Date: 6/9/23

The Department of Environmental Programs has found it necessary to update our existing fee schedule. As I mentioned in this year's budget memo and cited in our budget deliberations, we would be seeking some fee adjustments/realignments with an amended fee resolution. Since DRP has not proposed changes to their schedule, we are submitting a revised schedule for just Environmental Programs.

The changes would involve slight increases in onsite sewage permitting for soil evaluations and septic system construction permits. The time involved in the administrative and field work for those permits is continually growing. That reasoning would similarly apply to the increased regulatory requirements involved in plat/plan reviews as well where slight adjustments were made.

I have also made a small change to the fixture count calculation for commercial plumbing permits and a slight increase to the mobile home park permits to cover increased administrative and inspection time.

Should the County Commissioners see fit to approve the modifications to the fee schedule as requested, I have taken the liberty of attaching a draft markup reflecting the requested changes and provided an electronic version to County Administration. We are respectfully recommending that the County Commissioners consider approving the requested modifications and changes to the fee resolution as presented.

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

Attachment

cc: David Bradford/Deputy Director
Jennifer Keener/Director, DRP

RESOLUTION NO. 23 -**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-106(c) (Rental License fees), TR 2-201 (Gaming Permits), NR 1-107(d) (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102(b) (Construction along shorelines - Permits required), NR 3-101 and NR 3-201 (Critical Area Programs), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347(k) (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by [Resolution No. 23-04, adopted on March 7, 2023](#); and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting and the Department of Environmental Programs:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Zoning Map Amendment: \$650.00 base fee, plus \$15.00 per acre.
- B. Zoning Text Amendment: \$400.00 per change requested.
- C. Water and Sewer Plan Amendments:
 - 1. Minor Amendments: \$100.00
 - 2. Major Amendments: \$500.00
- D. Residential Planned Community:
 - 1. Step I: \$1,000.00 base fee, plus \$15.00 per acre over 30 acres.
 - 2. Step II: \$600.00 base fee, plus \$15.00 per acre over 30 acres.
 - 3. Step III: Refer to subdivision and/or site plan review fees.
- E. Subdivision Review:
 - 1. Sketch Plan (optional): No fee.
 - 2. Preliminary Plat: \$350.00 base fee, plus \$15.00 per lot in excess of 5 lots.

3. Final Plat: \$350.00 base fee, plus \$10.00 per lot in excess of 5 lots.
 4. Minor Subdivision Plat: \$250.00 flat fee.
 5. Recording fee: \$5.00 per sheet.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Revision ($\leq 25\%$ of site) \$150.00 flat fee, ($> 25\%$ of site) \$150.00, plus \$5.00 per lot.
 8. Revalidation or extension of approval: \$150.00 flat fee.
 9. Third and subsequent review: \$100.00 flat fee per review.
 10. Construction Plan Review:
 - a. Minor subdivision (≤ 5 lots, where required): \$150.00 flat fee.
 - b. Major subdivision (6 to 20 lots): \$150.00 base fee, plus \$10.00 per lot.
 - c. Major subdivision (≥ 21 lots): \$150.00 base fee, plus \$15.00 per lot.
 - d. Revisions: 25% of original fee.
- F. Site plan review:
1. Major site plan: \$450.00 base fee, Plus \$35.00 per acre.
 2. Minor site plan: \$300.00 flat fee.
 3. Administrative Review: \$50.00 flat fee.
 4. Revisions: ($\geq 25\%$ of site): \$150.00 flat fee; ($> 25\%$ of site): \$150.00, Plus \$35.00 per acre.
 5. Revalidation or extension of approval: \$150.00 flat fee.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Third and subsequent reviews: \$100.00 flat fee per review.
- G. Board of Zoning Appeals
1. Variance: \$440.00 flat fee.
 2. Special exception: \$440.00 flat fee.
 3. Forestry adjustment, exceptions or payment in lieu: \$440.00 flat fee.
 4. Any other application: \$440.00 flat fee.
- H. Re-advertisement fee (if necessary): \$340.00 flat fee.
- I. Housing Review Board Appeal Fee: \$100.00.
- J. Forest Conservation Program Review
1. Declaration of Intent: \$50.00 flat fee.
 2. Forest Conservation Plan Review:
 - a. Sketch plan (optional): No fee
 - b. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - c. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
 - d. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
 - e. Minor site plan: \$100.00 flat fee.
 - f. Revisions: ($< 25\%$ of site) \$150.00 flat fee; or
($> 25\%$ of site) \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exception, or payment in lieu request: \$100.00 flat fee.
- K. Building Code Appeals Board Application Fee: \$250.00.
- L. F.E.M.A. Variance Application Fee: \$250.00

- M. Agricultural Reconciliation Board Application Fee: \$150.00
- N. Critical Area Program Review
 - 1. Sketch plan (optional): No fee
 - 2. Major subdivision: \$200.00 base fee, plus \$25.00 per lot.
 - 3. Minor subdivision/Boundary line adjustment: \$100.00 flat fee.
 - 4. Major site plan: \$200.00 base fee, plus \$25.00 per acre.
 - 5. Minor site plan: \$100.00 flat fee.
 - 6. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee;
($> 25\%$ of site): \$150.00 plus \$35.00 per acre.
 - 7. Growth allocation request: \$650.00 base fee plus \$15.00 per acre.
 - 8. Board of Zoning Appeals review of Department's denial of fees in lieu: \$100.00.
 - 9. Critical Area variance review: \$100.00 flat fee.
 - 10. Reinspection fee: \$50.00 per occurrence.
 - 11. Critical Area Permit: \$50.00
- O. Cooperative Campground/Mobile Home Park Review Fee
 - 1. Conversion to Co-op: \$600.00 base fee, plus \$35.00 per acre.
 - 2. Expand or enlarge Co-op: \$450.00 base fee, plus \$35.00 per acre.
 - 3. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee; or
($> 25\%$ of site): \$150.00, plus \$35.00 per acre.
 - 4. Third and subsequent reviews: \$100.00 flat fee per review.
- P. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.
- Q. Natural Resources Article Text Amendment: \$350.00 per change requested.

II. PERMITS

A. Building Permits

- 1. For one- and two-family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of \$50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with \$50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	\$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	\$22.62
Open Decks	\$15.00

- 2. Manufactured and Mobile Homes: \$100.00 flat fee.
- 3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of \$150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with

\$150.00 of the fee being non-refundable in the event the permit is not utilized:

IRC USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	\$76.29
A-2	\$56.84
A-3	\$55.81
A-4	\$71.17
B	\$51.20
E	\$55.30
F-1	\$31.74
F-2	\$31.23
H	\$30.72
I-1	\$50.69
I-2	\$80.38
I-3	\$70.14
M	\$41.98
R-1	\$54.94
R-2	\$48.64
R-3	\$40.96
S-1	\$29.18
S-2	\$28.67
U	\$22.62

4. Reinspection Fee: \$50.00 each occurrence.
 5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.
- B. Zoning Permits
1. All off-premise signs: \$100.00 flat fee.
 2. Freestanding and on-building signs: \$1.00 per square foot, with a minimum charge of \$50.00.
 3. Use of Land without structure and residential accessory structures less than 500

square feet including but not limited to fences, sheds, pools, and home occupations: \$50.00 flat fee.

4. Reinspection Fee: \$50.00 per occurrence.

C. Environmental Programs

1. Water Well: \$160.00 per well.
2. Water Sample (other than compliance sampling): \$50.00 per sample
3. Sewage:
 - a. Residential Evaluation.
 1. Individual lot or minor subdivision evaluation: \$350.00 per single family unit.
 2. Major subdivision evaluation: \$350.00 per single family unit. If more than six lots are requested a minimum payment of \$1,800.00 is required. Balance of fee to be collected as testing is completed.*
 3. Piezometer Installation (over 2 per lot): \$50.00 each
 - b. Commercial Evaluation.
 1. A minimum of ~~\$350.00~~450.00 is required.*
 - c. Sewage Area Modification.
 1. 30% or More: ~~\$300.00~~350.00
 2. Less than 30%: \$75.00
 - d. Sewage Permit.
 1. Complete new system (tank & drainfield): ~~\$325.00~~375.00
 2. Drainfield replacement: \$300.00
 3. Repairs of existing system including tank replacement: \$180.00
 4. Repairs and new permits for non-conventional systems: ~~\$425.00~~450.00
 - e. Building/Zoning Permit/Environmental Programs Review: \$50.00

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of \$10 per each additional 1,000 square foot area tested.

4. Burning Permit: \$80.00
5. Reinspection Fee: \$50.00 per occurrence.
6. Septage Haulers:
 - a. Annual license: \$50.00
7. Bathing Beach Permit: \$150.00
8. Plat/Plan Review:
 - a. Sketch Plan (optional): No fee.
 - b. Plat Review, public water & sewer, up to 5 lots: ~~\$75.00~~100.00.
 - c. Plat Review, public water & sewer, more than 5 lots: \$200.00.

- d. Plat Review, private water & sewer, minor subdivision: \$180.00.
- e. Plat Review, private water & sewer, major subdivision: \$150.00 minimum for first 5 lots, plus \$25.00 per additional lot over 5.
- f. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: ~~\$120.00~~150.00.
- g. Commercial Construction Plan Review, public water & public sewer: \$60.00.
- h. Commercial Construction Plan Review, public water & private sewer: \$85.00.
- i. Commercial Construction Plan Review, private water & private sewer: ~~\$100.00~~150.00.

9. Mobile Home Park and Campground Permit Fees

- a. Annual Mobile Home Park Permit
 - 1. 10 or less sites: ~~\$75.00~~100.00
 - 2. 11 or more sites: ~~\$150.00~~175.00
- b. Annual Campground Permit
 - 1. 100 or less sites: \$175.00
 - 2. 101 or more sites: \$250.00
- c. Late Fees (Mobile Home Park and/or Campground Permits): \$50.00 per day/\$500.00 maximum.

10. Shared Facilities Agreement Processing Fees

- a. Minor (up to 5,000 gallons per day): \$100.00
- b. Major (greater than 5,000 gallons per day): \$250.00
- c. Shared facility inspection: \$50.00 per inspection

*Note: There shall be no charge for shared facility agreements between two single-family homes.

11. Sanitary Service Area Applications

- a. Minor (up to 5,000 gallons per day): \$100.00
- b. Major (greater than 5,000 gallons per day): \$500.00

*Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.

12. Stormwater Management and Sediment & Erosion Control:

- a. Waiver requests: \$75.00.
- b. Sediment and erosion control inspection fee for single-family dwellings: \$50.00.
- c. Sediment and erosion control inspection fee for timber harvests: \$100.00.
- d. Stormwater management and sediment and erosion control permits (with devices, structures, or the like): \$350.00 base fee, plus \$15.00 per acre over 5 acres.
- e. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): \$200.00 base fee, plus \$15.00 per acre over 5 acres.
- f. Stormwater management and sediment and erosion control permit revision fee: \$50.00.
- g. Reinspection Fee: \$50.00 per occurrence.

D. General Permits.

1. Electrical Permits: \$25.00.
2. Plumbing Permits:
 - a. Administrative Fees (per permit issued)
 1. Mobile Homes (Manufactured Housing): \$25.00
 2. Modular Homes (Certified State Inspected): \$25.00
 3. Stick-built Homes: \$25.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$100.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$100.00
 6. Back Flow Preventer Only: \$50.00
 - b. Inspection Fees (per unit)
 1. Mobile Homes (Manufactured Housing): \$40.00
 2. Modular Homes (Certified State Inspected): \$75.00
 3. Stick-built Homes: \$125.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$125.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$125.00
 6. Back Flow Preventer Only: \$40.00
 7. Per fixture (over ~~105~~): \$5.00
 - c. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
 1. Administrative Fee: \$25.00
 2. Inspection Fee: \$75.00
 - d. Reinspection Fee: \$50.00 per inspection
 - e. Investigative Fee (beginning work without a permit): \$50.00 per hour
 - f. Gas Permits:
 1. Gas Permit: \$40.00
 2. Administrative Fee: \$25.00
 3. Each Additional Appliance (over 3): \$5.00
 - g. Plumbing Plan Review (Commercial)
 1. Up to 10,000 square feet: \$125.00
 2. Greater than 10,000 square feet: \$250.00
 3. Changes, additions, revisions to approved plans: \$50.00 per hour of review time

* Note: minimum charge of one-half hour re-review time
 - h. Rebuild of sewer cleanout reinspection/remobilization: \$100.00
3. Shoreline Construction Activity:
 - a. Minor application review fee (less than eight feet channelward): \$150.00
 - b. Major application review fee (greater than eight feet channelward): \$300.00.
 - c. Shoreline construction permit: \$150.00
 - d. Shoreline construction permit revision: \$50.00

E. Miscellaneous Permits and Licenses.

1. Rental License permit:

<u>Use of Structure</u>	<u>Annual Fee</u>
a. Short term rental properties	\$200 per unit
b. Mobile Home Park	\$200 per lot, site or unit
c. Hotel, Motel or Campground	\$5.00 per room or site, minimum of \$250
d. Bed and Breakfast Establishments	\$200 per establishment
e. Keeping of roomers or boarders	\$100 per home
f. Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	\$50 per dwelling unit
g. Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	\$250 per establishment
h. Group homes and assisted living facilities where units are individually owned and rented	\$100 per unit
i. License modifications with no change in class of license	\$50
j. License modifications with change in class of license	\$50 plus incremental difference in class fee
k. License modifications for additional units, rooms or sites	\$50 plus \$5.00 per additional unit, room or site
l. Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department

2. Gaming (raffle) permit: \$25.00.

3. Roadside stand license: \$25.00

4. Bingo:

a. Annual license: \$100.00

b. Temporary license: \$25.00

5. Coin operated machine licenses:

a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: \$30.00 each.

b. Arcades:

1. 42 to 100 machines: \$1,250.00.

2. 101 to 150 machines: \$1,750.00.

3. 151 to 200 machines: \$2,250.00.

4. 201 or more machines: \$2,750.00.

c. Music boxes: \$30.00.

d. Vending machines:

1. 5¢ to 24¢ articles: \$20.00.

2. 25¢ to 49¢ articles: \$25.00.

3. Article 50¢ and over: \$30.00.

e. Cigarette machines: \$75.00.

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on _____, 2023.

PASSED AND ADOPTED this ____ day of ____, 2023.

ATTEST:

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

WORCESTER COUNTY
COMMISSIONERS

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Theodore J. Elder, Commissioner

Eric J. Fiori, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

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 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
 SNOW HILL, MARYLAND
 21863-1195

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

June 12, 2023

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (20).

President Bertino – You have One (1) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

Commissioner Purnell – You have fulfilled all board positions, Thank you!

Commissioner Bunting - You have Two (2) positions open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott – You have One (1) position open:

- Barbara Tull – Resigned – Tourism Advisory Committee

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

- Jake Mitrecic – Resigned – Housing Review Bd.

Commissioner Elder - You have Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open:

- Elena Ake – Released – non-active member – Tourism Advisory Committee
- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - 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 Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

- **(1)-Adult Public Guardianship Board-**
(1) Term Expired - Ms. Wessels, (Robert Baldwin will potentially help search for a viable replacement, if necessary).
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term Ended -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 - Keith Swanton
- **(4 Total) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(1) Tenure Ending - Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

District 1 – Abbott p. 13 Barbara Tull – Tourism Advisory Committee

District 2 -Purnell Thank You, all of your boards are complete.

District 3 – Fiori
 p.13 Elena Ake – Released – Tourism Advisory Committee
 p.14 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.14 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
 p.14 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor
 p. 14 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 14 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
 p. 15 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
 p. 16 Elizabeth Rodier -Term Ended- Commission for Women

District 4 -Elder
 p.12 George Dix – Term Ended – Solid Waste Adv. Bd.
 p.16 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino
 p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.

District 6- Bunting
 p. 9 David Deutsch– Ethics Board
 p. 16 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.10 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

- p. 4- (1)-Adult Public Guardianship Board- Term Expired -Ms. Wessels.**
- p. 7 - (1) -Drug and Alcohol Abuse Council – (1) (Passing of Dr. Cragway, Jr),**
- p. 11 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.- Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)**
- p. 14 - (5) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.**
- p. 15- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton**
- p. 16 - (4 Total) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori) Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.**
- (1) Tenure Ending - Hope Carmean (Elder)**

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
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

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul FloryBarbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

Since 1972

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)
Dr. Kenneth Widra (18-21)

* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
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

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
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

Ex-Officio Members

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

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

Advisory Members

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

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1972)

J.D. Quillin, III	Walter Kissel (05-09)
Charles Nelson	Marion Chambers (07-11)
Garbriel Purnell	Jay Knerr (11-14)
Barbara Derrickson	Robert I. Givens, Jr. (98-14)
Henry P. Walters	Diana Purnell (09-14)
William Long	Kevin Douglas (08-16)
L. Richard Phillips (93-98)	Lee W. Baker (08-16)
Marigold Henry (94-98)	Richard Passwater (09-17)
Louis Granados (94-99)	Jeff Knepper (16-21)
Kathy Philips (90-00)	Faith Mumford (14-22)
Mary Yenny (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	
William Kuhn (90-09)	

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
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	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00- 20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

* = Appointed to fill an unexpired term

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

ITEM 16

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^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

Prior Members:

J. Lowell Stoltzfus^c (09-10)
Mark Wittmyer^c (09-11)
John Salm^c (09-12)
Mike Pruitt^c (09-12)
Norman H. Conway^c (09-14)
Michael McDermott (10-14)
Diana Purnell^c (09-14)
Linda Dearing (11-15)
Todd Ferrante^c (09-16)

Since 2009

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)

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

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

Appointed by: County Commissioners

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

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr (00-14)	
	Robert Clarke (11-15)	

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)²
Barbara Tull	D-1, Abbott	Pocomoke	03-11-15-19-23(Resigned)
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24 (Released)
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26

Prior Members: Since 1972

Isaac Patterson ¹	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins ¹	Bill Simmons (99-04)	
Kathy Fisher ¹	Bob Hulburd (99-05)	
Leroy A. Brittingham ¹	Frederick Wise (99-05)	
George “Buzz” Gering ¹	Wayne Benson (05-06)	
Nancy Pridgeon ¹	Jonathan Cook (06-07)	
Marty Batchelor ¹	John Glorioso (04-08)	
John Verrill ¹	David Blazer (05-09)	
Thomas Hood ¹	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

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

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

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

Prior Members: (Since 2005)

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

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	Vanessa Alban (17-22)
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	Mary Mumford (*16-22)
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member



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 The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 18, 2023
SUBJECT: Worcester County Public Hearing – Rezoning Case No. 441

Please publish the notice below in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on June 1, 2023 and June 8, 2023. Thank you.

NOTICE OF PROPOSED CHANGE IN ZONING

EASTERLY SIDE OF STEPHEN DECATUR HIGHWAY AND SOUTH OF SUNSET AVENUE

TENTH TAX DISTRICT WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 441 has been filed by Hugh Cropper, IV on behalf of Ocean 8 Group, LLC, property owner, for an amendment to the Official Zoning Maps to change an approximately 3.29 acres of land located on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue, in the Tenth Tax District of Worcester County, Maryland, from C-2 General Commercial District to R-4 General Residential District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a PUBLIC HEARING

on TUESDAY, JUNE 20th AT 10:30 AM

IN THE COUNTY COMMISSIONERS' MEETING ROOM WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101 ONE WEST MARKET STREET SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 441 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 441 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street,

ITEM 17

Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



APPROVED

WSY 05/02/23

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director *JKK*
Date: April 24, 2023
Re: Rezoning Case No. 441 – Ocean 8 Group LLC, applicant, Hugh Cropper, IV, Esquire attorney for the applicants

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 441. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 441, seeking to rezone approximately 3.29 acres of land located on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue, from C-2 General Commercial District to R-4 General Residential District. The case was reviewed by the Planning Commission at its meeting on April 6, 2023 and was given a favorable recommendation. A copy of the Planning Commission’s written Findings of Fact and Recommendation is also attached.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

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

NOTICE
OF
PROPOSED CHANGE IN ZONING

EASTERLY SIDE OF STEPHEN DECATUR HIGHWAY
AND SOUTH OF SUNSET AVENUE

TENTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 441 has been filed by Hugh Cropper, IV on behalf of Ocean 8 Group, LLC, property owner, for an amendment to the Official Zoning Maps to change an approximately 3.29 acres of land located on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue, in the Tenth Tax District of Worcester County, Maryland, from C-2 General Commercial District to R-4 General Residential District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____

AT _____

IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 441 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 441 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

Anthony W. Bertino, Jr., President

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 441

APPLICANT:

**Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, MD 21842**

ATTORNEY FOR THE APPLICANT:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

April 6, 2023

WORCESTER COUNTY PLANNING COMMISSION

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III.	Findings and Conclusions	Pages 6 - 8
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V.	Related Material and Attachments	
	A. Copy of Written Staff Report	Pages 9 - 15
	B. Attachments to the Staff Report:	
	1. Page 2 of the County Commissioners Findings of Fact for Rezoning Case No. 395	Page 16
	2. Application for Amendment of Official Zoning Map with attachment	Pages 17 - 24
	3. Maps of petitioned area	Pages 25 - 32
	4. Comments of Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 33 - 34
	5. Comments of Aws Ezzat, Regional Engineer, Access Mgmt, Maryland State Highway Administration	Page 35
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I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 441, filed on January 31, 2023.

B. APPLICANT: Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, Maryland 21842

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

C. TAX MAP/PARCEL: Tax Map 26, Parcel 445, Lot 1B, Tax District 10

D. SIZE: The petitioned area is 3.29 acres in size.

E. LOCATION: The petitioned area is located on the easterly side of Stephen Decatur Highway approximately 450 feet south of Sunset Avenue.

F. CURRENT USE OF PETITIONED AREA: The property is currently vacant, but in the past has been utilized as a material storage yard, most recently for the Route 50 shared use path construction.

G. CURRENT ZONING CLASSIFICATION: C-2 General Commercial District.

H. REQUESTED ZONING CLASSIFICATION: R-4 General Residential District.

I. APPLICANT'S BASIS FOR REZONING: Change in the character of the neighborhood since November 3, 2009.

J. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The parcel, which now consists of Lots 1A (currently the Green Turtle Restaurant) and 1B (subject property), was rezoned in 1976 to a B-2 General Business District classification as a result of Rezoning Case No. 104. In the 1976 Comprehensive Plan, the Land Use designation was Suburban, and was recommended for "development with a variety of residential (including multi-family), recreational and supporting commercial development." The argument was that there was a substantial change in the character of the neighborhood based upon a prior commercial rezoning at the intersection with Sunset Avenue and the Board of Zoning Appeals approval for a trailer park to the south and east. This case also included the rezoning of the Mystic Harbour trailer park, previously subject to BZA approval for the use, to the former R-5 Mobile Home District (now R-4 District) in order to allow the sale of lots as a subdivision rather than limit it to a

long-term lease arrangement. The commercial designation was retained during the 1978 and 1992 comprehensive rezonings. In 2009, the B-2 General Business District was retitled as the C-2 General Commercial District.

- K. **SURROUNDING ZONING:** Adjoining properties to the north and those on the westerly side of Stephen Decatur Highway (MD Route 611) are zoned C-2 General Commercial District. The properties to the south and east are zoned R-4 General Residential District.
- L. **COMPREHENSIVE PLAN:** According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Area (EDA) Land Use Category.
- M. **WATER AND WASTEWATER:** According to the response memo from Bob Mitchell, Director of the Department of Environmental Programs, the property has a designation of a Sewer and Water Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and an existing allocation of twenty water and sewer EDU's from the Mystic Harbour Sanitary Service Area.
- N. **ROAD ACCESS:** The petitioned area has frontage on MD Route 611 (Stephen Decatur Highway), a State-owned and maintained road. It is considered a two-lane secondary highway and major collector highway. The signalized intersection of MD Route 611 and Sunset Avenue is located approximately 450 feet north.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Gregory Wilkins, land surveyor, and Steve Engel, landscape architect, were present for the review. Mr. Cropper testified that the property owner only recently purchased the property which was previously used as a material storage yard. Based upon feedback in the staff report, Mr. Cropper amended his application such that he is not proceeding with the mistake argument, and he has further refined the defined neighborhood. A map of the revised neighborhood was submitted as Applicant's Exhibit No. 1.

Mr. Cropper introduced Gregory Wilkins, land surveyor. Mr. Wilkins reviewed Applicant's Exhibit No. 2, the Land Use Map of the petitioned area prepared by the DRP and included in the staff report. Mr. Wilkins agreed that the requested zoning is consistent with the Existing Developed Area (EDA) land use designation. Mr. Cropper submitted Applicant's Exhibit No. 3, consisting of Pages 13 and 14 from the 2006 Comprehensive Plan. Mr. Wilkins reviewed the underlined passage on EDAs and agreed that the proposed R-4 zoning would be the best fit with the description of infill. Mr. Cropper described the adjacency of several large subdivisions that are also in the EDA and the defined neighborhood. He also referenced Sea Oaks Village, though acknowledged that it is not in the

EDA land use designation.

Relative to the definition of the neighborhood, Mr. Cropper stated that he has amended the neighborhood so that the southerly boundary is the Frontier Town campground. It is the same defined neighborhood used in the Frontier Town rezoning case (No. 395) where he had requested a down zoning of twenty acres from C-2 General Commercial District to A-2 Agricultural District. He noted that it also generally conforms to the Mystic Harbour sanitary service area.

Submitted as Applicant's Exhibit No. 4 was Resolution No. 17-19 (6 pages), which established an allocation process for the sale of Equivalent Dwelling Units (EDUs) in the Mystic Harbour Sanitary Service Area, constituting a change in the character of the neighborhood. He noted that Frontier Town constructed a pump station and sewer line to serve the campground, which also constituted a change in the character of the neighborhood. Mr. Cropper then listed many other properties that are in the defined neighborhood that were able to connect into the service area, as illustrated in the allocation chart on page 5 of 6 of the exhibit.

Mr. Cropper then stated that the development of the mixed-use project known as Sea Oaks Village Residential Planned Community constituted a change in the character of the neighborhood. Submitted as Applicant's Exhibit No. 5 was the draft County Commissioner's Findings of Fact and Resolution for the amended Sea Oaks Village RPC Step I from June 2022 (9 pages). He argued that the 134 new residential units and commercial development were authorized by the service of Mystic Harbour EDUs. He referenced Page 8-6 of the exhibit, where it references in the Comprehensive Plan that sewer service is one of the county's most powerful growth management tools. Therefore, he concluded that the provision of sewer constituted a change in the character of the neighborhood.

Mr. Cropper stated that the property is in the Intensely Developed Area (IDA) of the Atlantic Coastal Bays Critical Area. According to Mr. Bob Mitchell's staff report, the purpose and intent of the R-4 District is mostly consistent with the IDA designation. Mr. Cropper then read the purpose and intent section of the R-4 District, noting that the proposed zoning would allow for compatible infill development. It is completely surrounded by EDA, and abuts other R-4 zoned properties. Mr. Cropper referenced the zoning map included in the staff report, which illustrates the finger of C-2 General Commercial District zoning where the subject property is located. It would be eliminated if the amendment is passed. Mr. Cropper reiterated that the R-4 District is more desirable.

Mr. Cropper then introduced Steve Engel, landscape architect and designer for the proposed project. Mr. Engel confirmed that he was asked to prepare a residential site plan for the property conforming with the R-4 zoning district. He agreed that there were no issues, environmental conditions or constraints with a proposed

residential development on the parcel. Mr. Engel also concurred with Mr. Cropper's definition of the neighborhood, and that the EDA land use designation is compatible with an R-4 zoning designation, with such a project constituting infill development as contemplated by the code.

With respect to the consideration of any population changes in the neighborhood, Mr. Cropper stated that the population has been fairly steady, with a small increase in residential population in several small developments, with the largest population change being within the Sea Oaks Village RPC.

With respect to the availability of public facilities, Mr. Cropper stated that the property is currently allocated twenty water and sewer EDUs from the Mystic Harbour Sanitary Service Area with direct access to utilities. The property has access onto MD Route 611 (Stephen Decatur Highway) and would not cause any negative transportation patterns. In fact, he finds that this type of development would have less of an impact than the formerly proposed 42,000 square foot retail development.

With respect to the compatibility with existing and proposed development, and environmental conditions in the area, Mr. Cropper stated that this property would constitute a logical extension of the Mystic Harbour subdivision. As previously stated, there are no environmental conditions that warrant concern; Maryland Department of the Environment (MDE) has walked the property and is not taking jurisdiction over any wetlands, and there are no impacts on waterbodies or TMDL requirements. Again, this project would be more environmentally friendly than 42,000 square feet of commercial development with its associated site improvements.

In response to a question from the Planning Commission, Mr. Engel confirmed that the R-4 density is eight units per net acre, and that they have estimated twenty residential units would be included in the first phase. Mr. Cropper stated that there is some commercial land use designation included in his defined neighborhood, but that it is mostly considered non-conforming because it is developed with a high-density residential use (Sunset Village). Mrs. Wimbrow stated that she believes that EDAs refer to both residential and commercial uses, however she doesn't have an issue with the requested zoning. She does think that the defined neighborhood should be scaled down, and include properties on both sides of MD Route 611, as that ties the neighborhood together. She concurred that the availability of public sewer is a change to the area because it allowed the development of properties that previously were unable to be developed. She also stated that there were other rezonings in the larger area outside the neighborhood that offset the change from residential to commercial, such as near the commercial harbor.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission concurred with Mr. Cropper's amended definition of the neighborhood as illustrated on Applicant's Exhibit No. 1.
- B. Regarding population change: The Planning Commission concluded that there has been only a modest increase in population within the neighborhood of the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as the parcel has twenty EDUs of water and sewer allocated to it from the Mystic Harbour sanitary service area. The petitioned area has utility access and direct access onto MD Route 611 (Stephen Decatur Highway). No comments were received from the local fire companies, the Worcester Sheriff's Office, nor the Maryland State Police to indicate any negative impact on fire, EMS or police coverage. In addition, no comments were received from the Worcester County Board of Education relative to the potential increase in attendance within the school system. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning, and the site will be subject to the availability of public water and wastewater as well as the Critical Area regulations.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on MD Route 611 (Stephen Decatur Highway), a State-owned and -maintained roadway. Any potential development would be subject to Maryland Department of Transportation State Highway Administration (MDOT SHA) review and approval. Based upon its review, the Planning Commission concurred with Mr. Cropper's argument that any traffic impacts for a proposed residential development would be significantly less than for a commercial development in the C-2 General Commercial District. Therefore, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.
- E. 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: The Planning Commission found that the petitioned area is currently vacant but previously disturbed. Based upon Maryland Department of the Environment's review of the parcel, there are no significant environmental impacts to waters on the State's impaired waters list or those

having an established total maximum daily load requirement. Additionally, the Planning Commission agreed that the petitioned area constitutes infill development, with residential uses and requisite open space being more environmentally friendly than a large-scale commercial development. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District is compatible with existing and proposed development and existing environmental conditions in the area.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Existing Developed Areas (EDA) Land Use category within the Comprehensive Plan. Therefore, rezoning the petitioned area would further its compatibility with the Comprehensive Plan with respect to providing compatible infill development and protect the existing residential neighborhoods. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there has been a change in the character of the neighborhood necessitating a rezoning of the petitioned area. Primarily, the provision of public water and sewer allocations from the Mystic Harbour Sanitary Service Area as a result of Resolution No. 17-19 granted previously undeveloped or underdeveloped properties with the ability to develop at a larger scale within the neighborhood. In addition, the R-4 zoning is more consistent with the Existing Developed Areas land use designation in the Comprehensive Plan, as the petitioned area would serve as an appropriate extension of the surrounding existing residential uses by virtue of infill development. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 441, seeking a rezoning of the petitioned area from C-2 General Commercial District to R-4 General Residential District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORTREZONING CASE NO. 441

PROPERTY OWNER: Ocean 8 Group, LLC
9804 Winding Trail Drive
Ocean City, MD 21842

ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 26, Parcel 445, Lot 1B, Tax District 10

SIZE: The petitioned area is 3.29 acres in size.

LOCATION: The petitioned area is located on the easterly side of Stephen Decatur Highway approximately 450 feet south of Sunset Avenue.

CURRENT USE OF PETITIONED AREA: The property is currently vacant, but in the past has been utilized as a material storage yard, most recently for the Route 50 shared use path construction.

CURRENT ZONING CLASSIFICATION: C-2 General Commercial District.

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. The Code also states, in part, that site layout and design features within this district shall be compatible with the community and the County's character.

REQUESTED ZONING CLASSIFICATION: R-4 General Residential District.

As defined in the Zoning Code, the intent of this district is to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development and is meant to accommodate the most diverse housing types and range of affordability. While this district can serve as the core of a traditional neighborhood development, it is not limited to usage only in areas designated for growth by the Comprehensive Plan.

APPLICANT'S BASIS FOR REZONING: The application indicates that a mistake was made in zoning the property C-2 on November 3, 2009 and that there has also been a change in the character of the neighborhood since then that justifies the rezoning to R-4.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The parcel, which now consists of Lots 1A (currently the Green Turtle Restaurant) and 1B (subject property), was rezoned in 1976 to a B-2 General Business District classification as a result of Rezoning Case No. 104. In the 1976 Comprehensive Plan, the Land Use designation was Suburban, and was recommended for "development with a variety of residential (including multi-family), recreational and supporting commercial development." The argument was that there was a substantial change in the character of the neighborhood based upon a prior commercial rezoning at the intersection with Sunset Avenue and the Board of Zoning Appeals approval for a trailer park to the south and east. This case also included the rezoning of the Mystic Harbour trailer park, previously subject to BZA approval for the use, to the former R-5 Mobile Home District (now R-4 District) in order to allow the sale of lots as a subdivision rather than limit it to a long-term lease arrangement.

The commercial designation was retained during the 1978 and 1992 comprehensive rezonings. In 2009, the B-2 General Business District was retitled as the C-2 General Commercial District.

SURROUNDING ZONING: Adjoining properties to the north and on the westerly side of Stephen Decatur Highway (MD Route 611) are also zoned C-2 General Commercial District. The properties to the south and east are zoned R-4 General Residential District, consisting of the Mystic Harbour subdivision and the wastewater treatment facilities.

IN REGARDS TO THE APPLICANTS ARGUMENT FOR MISTAKE: At the time of the 2009 comprehensive rezoning, this property had site plan approval for a 42,000 square foot retail facility, granted in 1999 with annual requests for nine subsequent site plan extensions that were also granted. Under the provisions of § ZS 1-126 of the 2009 Zoning and Subdivision Control Article, all valid site plan approvals were grandfathered until November 3, 2011. The project approvals then expired as building permits were not obtained and acted upon.

**As the primary basis for the requested rezoning, the applicant should further explain how the staff, Planning Commission and Worcester County Commissioners made a (good faith) mistake in the zoning classification of this property in 2009 when there was a valid site plan approval for a use that was consistent with the current C-2 General Commercial District.*

IN REGARDS TO THE APPLICANTS ARGUMENT FOR A CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD: The applicant has defined the neighborhood as encompassing all properties on the easterly side of Stephen Decatur Highway from the southerly side of Sunset Avenue, east to the Sinepuxent Bay and to the southerly side of Grays Creek Subdivision. The defined neighborhood also includes the commercial developments on the west side of Stephen Decatur Highway, extending westward from a point parallel with Sunset Avenue to the southerly boundary of the Sea Oaks Village Residential Planned Community. The defined neighborhood has a mix of commercial zoning (C-1 and C-2), residential zoning (R-2, R-3 and R-4), agricultural zoning (A-2), Resource Protection (RP) along the waterfront areas and the most southerly portion of the neighborhood is zoned Estate (E-1). A map of the applicant's defined neighborhood is attached to the application.

The applicant has argued that the expansion of the Mystic Harbour wastewater treatment facility is the biggest change to the character of the neighborhood, in that it allowed other properties to connect to public sewer, including two large rental campgrounds. The applicant also argues that the downzoning of the lands associated with the Frontier Town Campground from C-2 General Commercial District to A-2 Agricultural District is a significant change in the character of the neighborhood (Rezoning Case No. 395, March 1, 2016 consisting of 36 acres). This rezoning coupled with a sewer allocation will allow the owner of the campground the opportunity to significantly expand the number of sites, a recreational and commercial enterprise, as infill development.

During the review of Rezoning Case No. 395, the Planning Commission and County Commissioners found that the defined neighborhood for that case should not extend any further south than the Frontier Town Campground, because that area is generally zoned E-1 Estate District, and is not consistent with the rest of the Route 611 corridor. The applicant may wish to take this into advisement when presenting the defined neighborhood to the Planning Commission.

****The Planning Commission shall review the applicants defined neighborhood and determine if they find it appropriate and concur, or would alter the boundaries of the neighborhood. They then must find that there has been a substantial change in the character of the defined neighborhood since 2009 that warrants the change in zoning.***

COMPREHENSIVE PLAN:

The County's Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in § ZS 1-113(c)(3) and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Existing Developed Area (EDA) Land Use Category. With regard to the EDA Land Use Category, the Comprehensive Plan states the following:

“This category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation. Appropriate zoning providing for densities and uses consistent with this character should be instituted.” (Page 13)

“Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character.” (Pages 13-14)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

3. Maintain the character of the county's existing population centers.
 4. Provide for appropriate residential, commercial, institutional, and industrial uses.
 5. Locate new development in or near existing population centers and within planned growth centers.
-
6. Infill existing population centers without overwhelming their existing character.
 8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
 9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
 10. Locate employment centers close to the potential labor force.
 15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors.
 16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads.
 17. Discourage highway strip development to maintain roadway capacity, safety, and character.
 21. Promote mixed use development.

(Pages 12 & 13)

The area immediately surrounding the subject property is also designated "Existing Developed Area" on the Land Use Plan. To the north, starting on the southeasterly side of Sunset Avenue, the Route 611 corridor is designated as a "Commercial Corridor", comprising of shopping centers with retail, restaurant and services uses. Further south, the applicant-defined neighborhood includes areas that have "Agricultural", "Existing Developed Area" and "Green Infrastructure" land use designations. These areas are comprised of residential subdivisions, the Ocean City airport and golf course, and two rental campgrounds.

In Chapter 4 - Economy, the Plan calls for commercial services to be located in major communities, rather than separate and apart from standard subdivision-type residential development.

In Chapter 5 – Housing, a comparison of the 2000 Census data reported in the Plan and when compared to the 2020 Census statistics show that owner occupied (76%) versus renter occupied (24%) has stayed fairly stable over the past twenty years. However, there continues to be an issue with housing affordability and a variety of housing types that meet the needs of all income levels and age groups. In addition, Worcester County experiences a high second home demand for vacation use and seasonal rentals that can in turn lead to full-time residency via in-migration as outlined in Chapter 1 – Introduction.

In Chapter 7 – Transportation, the Plan states that the level of daily traffic along MD Route 611, a major collector highway, has continued to increase dramatically since 1990. The Plan

recommends keeping development along this corridor to infill only for the current planning period. Interparcel connectors and other access controls should be used to limit the number of access points and increase road capacity.

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. **Acceptable Levels of Service**—It is this plan’s policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. **Traffic studies**--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.

WATER AND WASTEWATER: According to the attached response memo from Mr. Mitchell, the property is not currently connected to public sewer and/or water at this time. The subject property has a designation of a Sewer and Water Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and an existing allocation of twenty (20) water and sewer EDU’s from the Mystic Harbour Sanitary Service Area. No comments were received from the County’s Public Works Department.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

MuA – Mullica-Berryland complex (92% of site), severe limitations to on-site wastewater disposal

WdB – Woodstown sandy loam (7% of site), moderate limitations to on-site wastewater disposal

CeA – Cedartown-Rosedale complex (1% of site), severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Berlin Volunteer Fire Company, with a substation on Stephen Decatur Highway approximately four minutes south of the subject property. Service is also available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road approximately five minutes away. No comments were received from the fire companies with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately twelve minutes away, and the Worcester County Sheriff’s Office in Snow Hill, approximately twenty-five minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff’s Office.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage on MD Route 611 (Stephen Decatur Highway), a State-owned and maintained road. It is considered a two-lane secondary highway and major collector highway. The signalized intersection of MD Route 611 and Sunset Avenue is located approximately 450 feet to the south. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has no objection to the request. They note in their comments that any future development proposal will require review and approval from District 1 Access Management and any permitting as needed. As this parcel is not

located on a county owned and maintained road, no comments were received from the County Roads Division of the Department of Public Works.

SCHOOLS: The petitioned area is within Zone 2 of the Worcester County Public School Zones and is served by the following schools: Ocean City Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is predominantly located within the Atlantic Coastal Bays Critical Area (ACBCA) with a designation of Intensely Developed Area (IDA). There are no buffers on the property. As he describes in his memorandum, IDAs are areas where residential, commercial institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains. He finds that the proposed R-4 zoning designation is consistent with the IDA Critical Area classification.

No comments were received from the State Critical Area Commission relative to this request.

FLOOD ZONE: The FIRM map (24047C0180H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREA: The petitioned area is within a designated Priority Funding Area (PFA). The R-4 General Residential District permits a density of eight (8) units per net acre. The PFA designation for residential development requires at least 3.5 units per acre. The proposed zoning district would be consistent with the PFA designation.

INCORPORATED TOWNS: This property is not within one mile of any incorporated town; Ocean City is approximately one and a half miles to the northeast.

ADDITIONAL COMMENTS RECEIVED: N/A

!!**IMPORTANT**!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.

4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.
8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

Rezoning Case
No. 395
CC FOF
3/1/2016

subdivisions and other residential uses, it is also agrarian in nature. The County Commissioners concur. As did the Planning Commission, the County Commissioners also agree with the applicant that the definition of the neighborhood should not extend any further south because that area is generally zoned E-1 Estate District, a much different zoning classification than those within the defined neighborhood. The County Commissioners find that the Planning Commission's definition of the neighborhood is appropriate and adopt it as their definition as well but also recognize that defining the neighborhood is now of lesser consequence since the applicant no longer bases a part of its argument on a change in the character of the neighborhood.

Regarding population change in the area: The County Commissioners concur with the Planning Commission's conclusion that there has not been a significant increase in the population of the neighborhood since the comprehensive rezoning of 2009. There has been infill development of single-family dwellings on existing lots within nearby residential subdivisions. Additionally, there has been an intensification of camping uses within the neighborhood, as evidenced by a recent 22 site expansion of the Castaways campground. The County Commissioners do not anticipate that development consistent with the requested A-2 Agricultural District will result in any significant population change in the neighborhood.

Regarding availability of public facilities: Based upon the Planning Commission's findings and the testimony of Mr. Hand, landscape architect, at the public hearing, the County Commissioners find that the petitioned area and the adjacent campground are not within an area which receives public sewer or water service at present. Instead these areas are served by an existing onsite septic system. The commercially developed portion of the subject property of which the petitioned area is a portion is currently served by public sewer from the Assateague Point Sanitary Service Area. The Planning Commission's findings of fact detail a recent sewer planning area designation to S-1 for the remainder of the campground to be included in the Mystic Harbour sewer planning area, including the petitioned area, has been approved and is part of the *Master Water and Sewerage Plan*. Robert J. Mitchell, Director of the Department of Environmental Programs, by memo included in the staff report attached to the Planning Commission's findings of fact, stated that the connection process will commence once engineering and permitting have been completed. He noted that the Frontier Town Campground will make their connection to a Mystic Harbour force main that exits Eagles Nest Road, north of the subject property on MD Route and all onsite septic systems will be abandoned during the connection process. Mr. Mitchell additionally commented that he expects that there will be excess capacity for additional commercial expansion or intensification on the front portion of the campground and the owner can make application for additional sanitary capacity to serve additional campsites. Based upon the Planning Commission's findings, including the comments of Mr. Mitchell, and the testimony of the applicant's representatives, the County Commissioners find that wastewater facilities currently being designed will be adequate to serve the petitioned area. As indicated in the Planning Commission's findings of fact, the

Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

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

Rezoning Case No. 441

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 1/31/2023

Date Reviewed by Planning Commission: 4/6/2023

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
- B. _____ Property Owner
- C. _____ Contract Purchaser
- D. _____ Option Holder
- E. _____ Leasee
- F. XXX Attorney for B (Insert A, B, C, D, or E)
- G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 26
- B. Parcel Number(s): 445
- C. Lot Number(s), if applicable: Lot 1B
- D. Tax District Number: 10

III. Physical Description of Property

- A. Located on Stephen Decatur Highway.
- B. Consisting of a total of 3.29 acres of land.
- C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

-
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): C-2- General Commercial
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: 3.29 acres
- C. Requested zoning classification(s): R-4 General Residential District
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: 3.29

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:

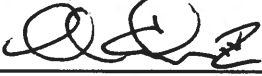
This sectional rezoning is based upon the following: (1) a mistake in the November 3, 2009 Comprehensive Rezoning; and (2) a substantial change in the character of the neighborhood where the property is located. Please see attached.

IV. Filing Information and Required Signatures


- A. Every application shall contain the following information:
 1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

- 2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
- 3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
- 4. If the applicant is an individual, his/her name and mailing address.
- 5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.

Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: January 31, 2023

D. Signature of Property Owner in Accordance with VI.A. above

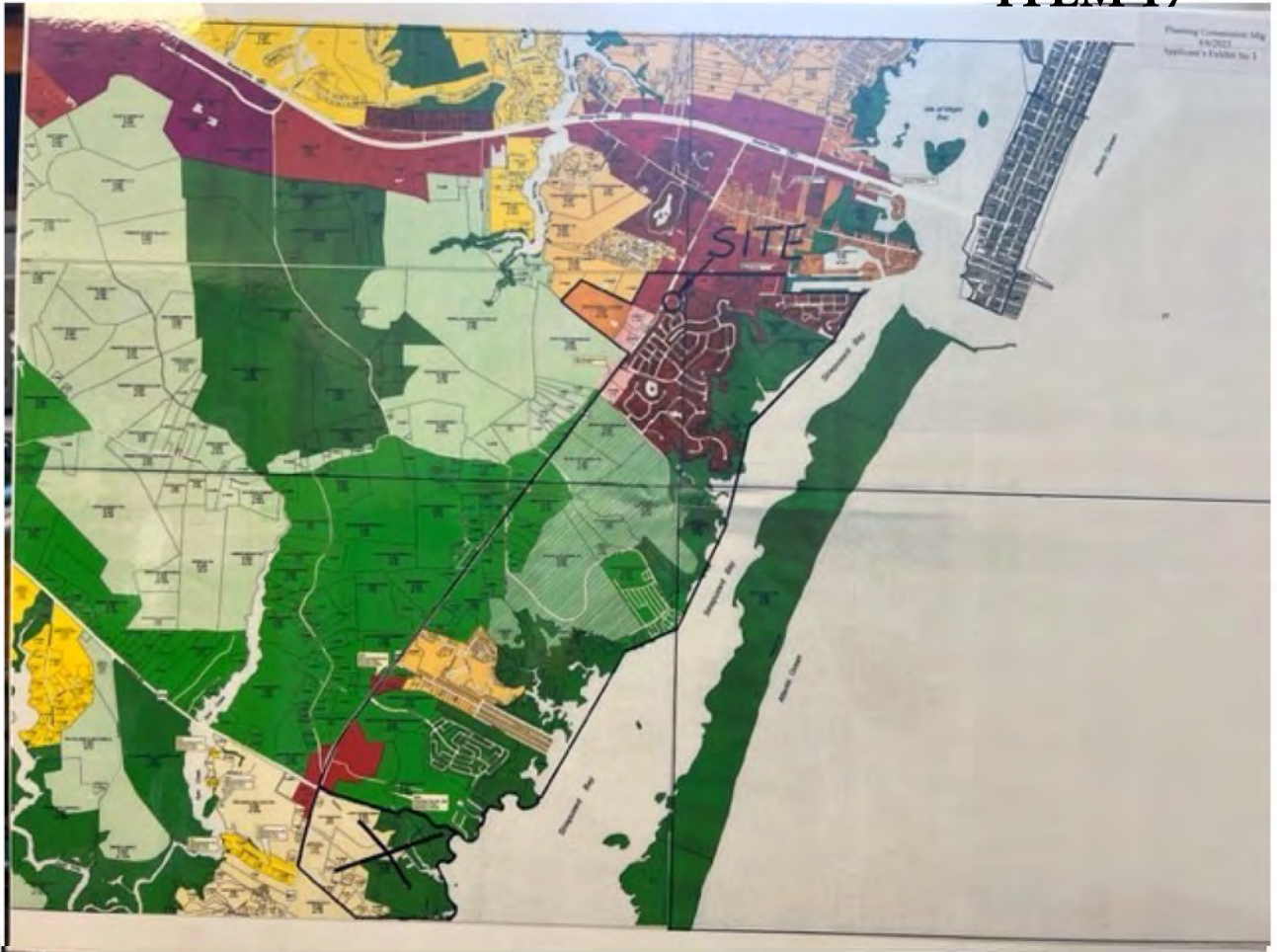
Signature: 
 Printed Name of Owner: Tauhid Islam, Managing Member, Ocean 8 Group, LLC
 Mailing Address: 9804 Winding Trail Drive, Ocean City, MD 21842
 Phone Number: 443-373-1789
 E-Mail: islam.tauhid@yahoo.com
 Date: January 31, 2023

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process



ITEM 17



ATTACHMENT TO REZONING APPLICATION

Ocean 8 Group, LLC, Tauhid Islam, Managing Member, by its attorney,

Hugh Cropper IV, submits the following in support of its request to rezone Lot 1B, 3.29 acres of land, more or less, from C-2, General Commercial District, to R-4, General Residential District:

1. **Mistake** – Lot 1B is bordered on the south by R-4, General Residential District Zoning, which are the lots in Mystic Harbour along East Wind Drive. The property is bordered to the east by Lot 2A, also the property of the applicant, which is R-4, General Residential District. The property is bordered to the north by C-2, General Commercial Zoning, and to the west by Stephen Decatur Highway. A copy of the Zoning Map is attached hereto.

The property is designated EDA, or Existing Developed Area, by virtue of the Worcester County Land Use Map. According to the March 14, 2006 Comprehensive Plan, EDA's are defined as: "This category identifies **existing residential and other concentrations of development** in unincorporated areas and provides for their current development character to be maintained."

(Comprehensive Plan, p. 13).

Recognizing existing development and neighborhood character is the purpose of an EDA. Appropriate zoning providing for densities and uses consistent with this character should be instituted.

In this case, the petitioned property abuts Mystic Harbour. The proposed R-4, General Residential Zoning District, would maintain the existing neighborhood character of Mystic Harbour, and provide an appropriate transition

to the commercial uses to the west and to the north.

The property has been allocated EDU's in the Mystic Harbour Sanitary Service Area making it appropriate for residential uses, consistent with the proposed residential zoning.

The November 3, 2009 commercial designation was a mistake, albeit a good faith mistake. The property should have been mapped as residential, which would be consistent with the EDA designation in the Comprehensive Plan, consistent with the character of the neighborhood, and appropriate as adjoining the Mystic Harbour Subdivision, an established residential neighborhood.

2. **Substantial Change in the Character of the Neighborhood** – The neighborhood is defined as Sunset Avenue to the north, the Sinepuxent Bay to the east, the Grays Creek Drive subdivision to the south, and Maryland Route 611 to the west, except the neighborhood should include the Sea Oaks, Residential Planned Community. As such, there have been substantial changes to the character of the neighborhood since November 3, 2009.

Probably the biggest change is the expansion of the Mystic Harbour Wastewater Treatment Facility, to include an additional 200,000 gpd, or 666 EDU's, and the ability to purchase those EDU's from Worcester County pursuant to Resolution 17-19. Since that time, there was a substantial downzoning at Frontier Town (Rezoning Case No. 395), together with the initial purchase of 200 EDU's. Castaways Campground has also connected to the public sewer system, and their existing wastewater treatment facility, which formerly operated approximately 40,000 gpd, has been decommissioned. Other properties along

Route 611 have received allocation.

The Sea Oaks, Residential Planned Community, has been approved since the last Comprehensive Rezoning. It contains 134 residential units, along with accessory commercial. It has been allocated approximately 135 EDU's.

In conclusion, the substantial downzoning at Frontier Town, coupled with other changes in the character of the neighborhood, have moved the neighborhood towards a more residential character. Properties to the north, along US Route 50, have maintained, or expanded, their commercial character.

3. Conclusion – In conclusion, the primary reason in support of this sectional rezoning is a mistake. The proposed residential rezoning will be more consistent with the Worcester County Land Use Map, Worcester County Comprehensive Plan, and the residential character of the Mystic Harbour Subdivision.

Respectfully Submitted



Hugh Cropper IV, Attorney for
Owner/Applicant Ocean 8 Group, LLC

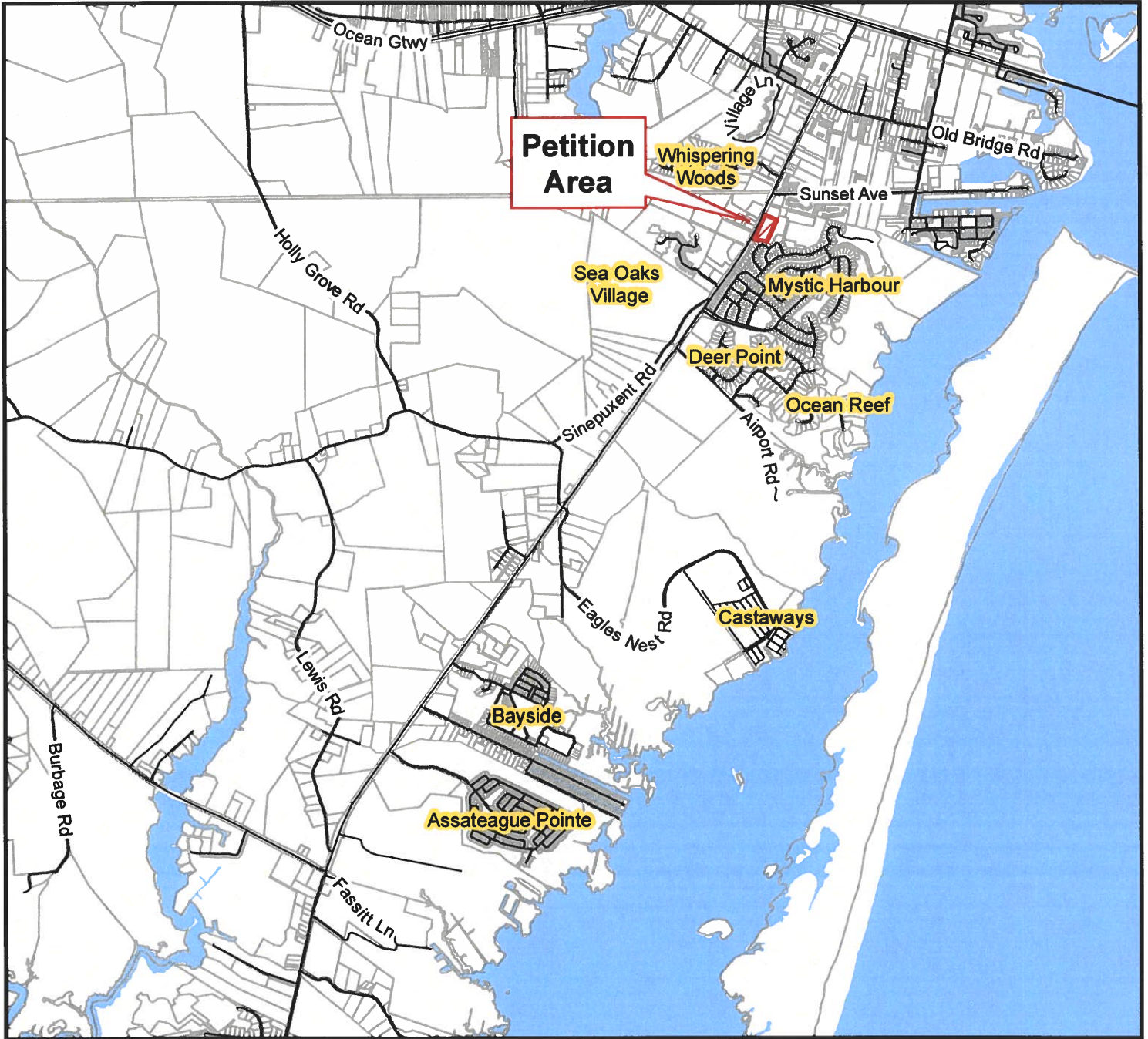
WORCESTER COUNTY, MARYLAND



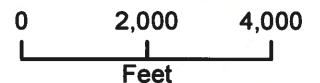
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

WORCESTER COUNTY, MARYLAND



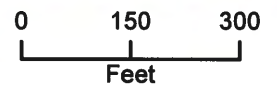
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

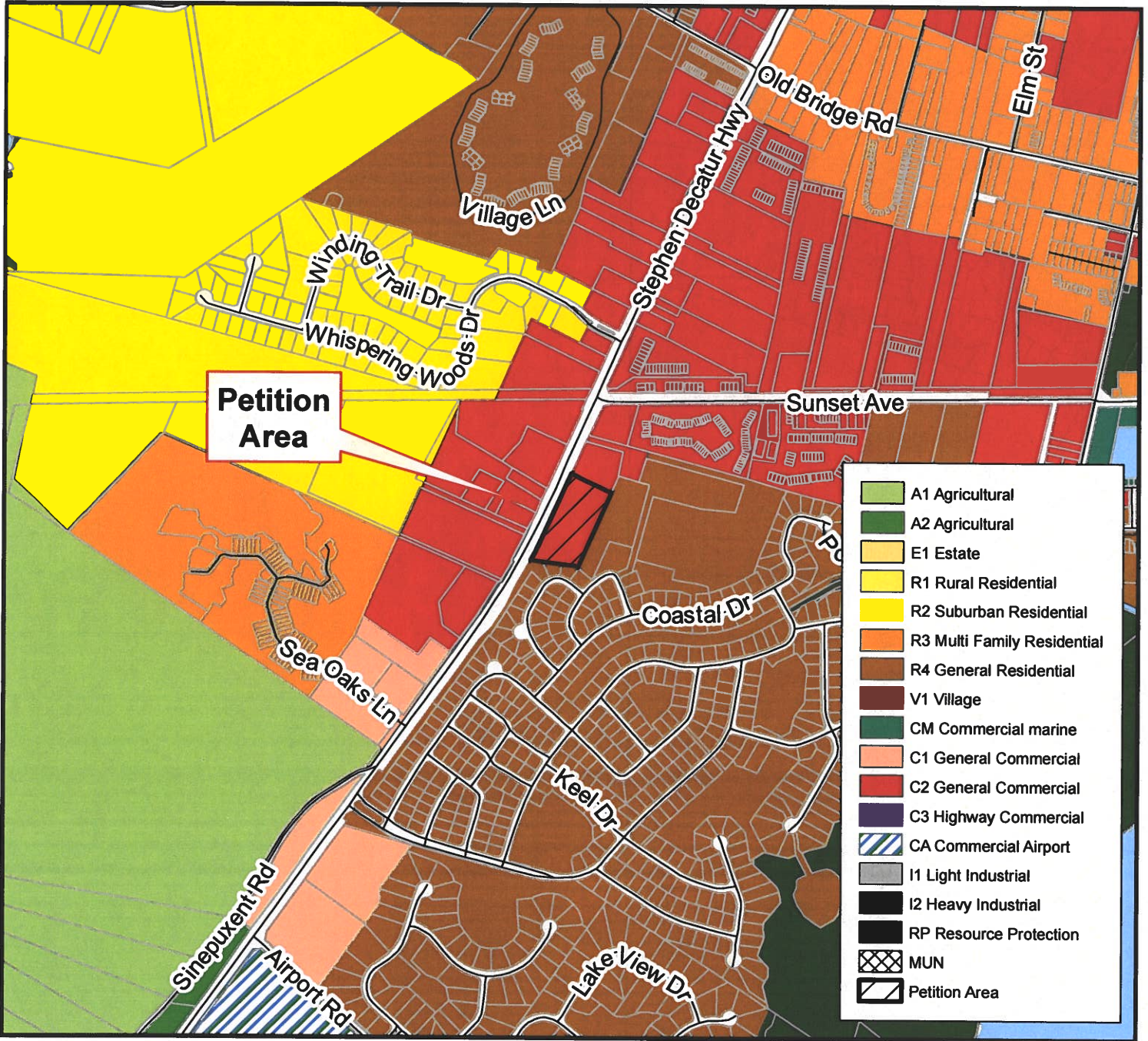
WORCESTER COUNTY, MARYLAND



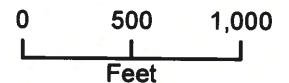
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
 Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
 This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

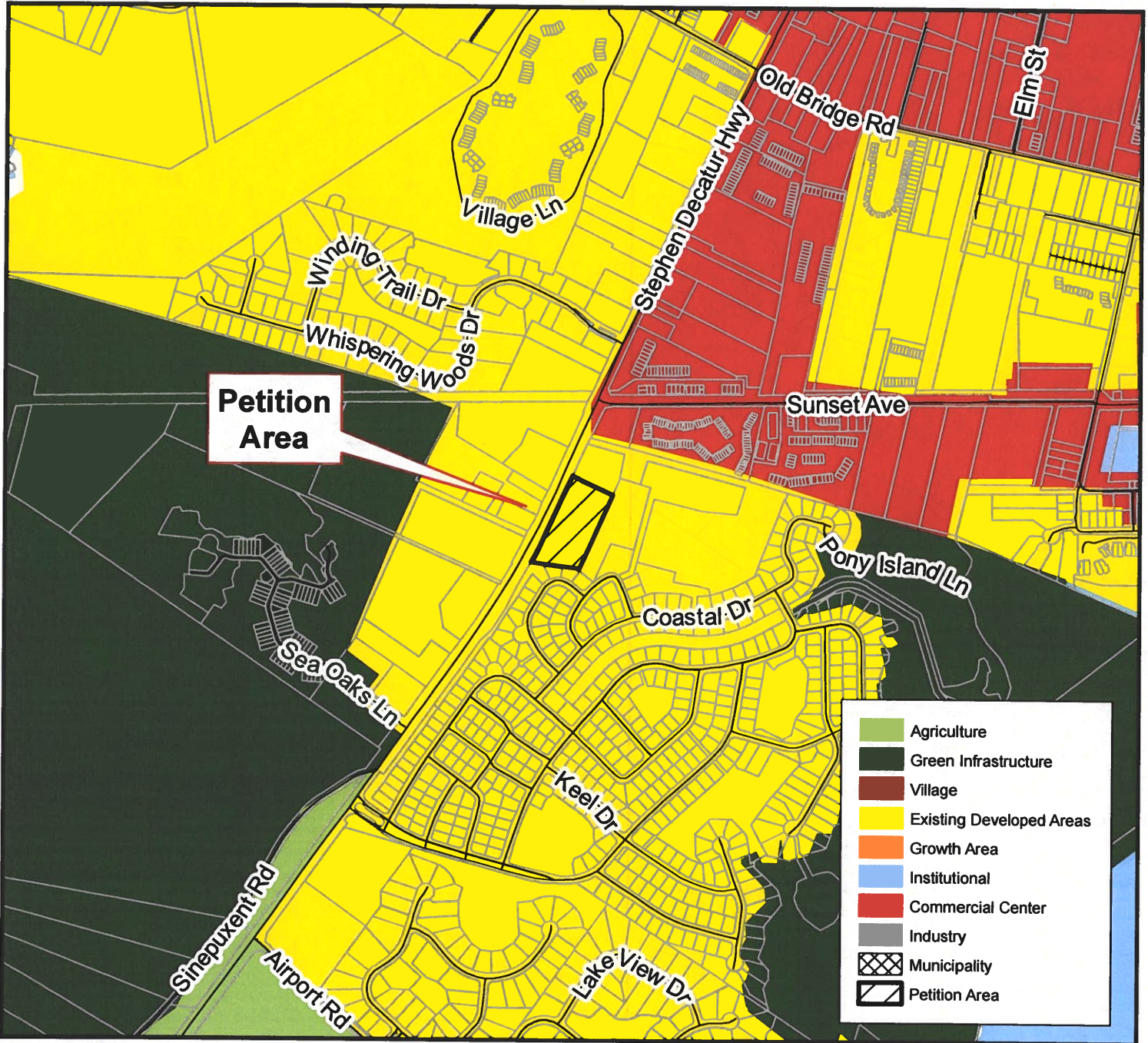
WORCESTER COUNTY, MARYLAND



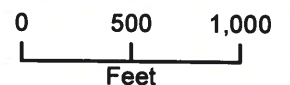
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, 2006 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

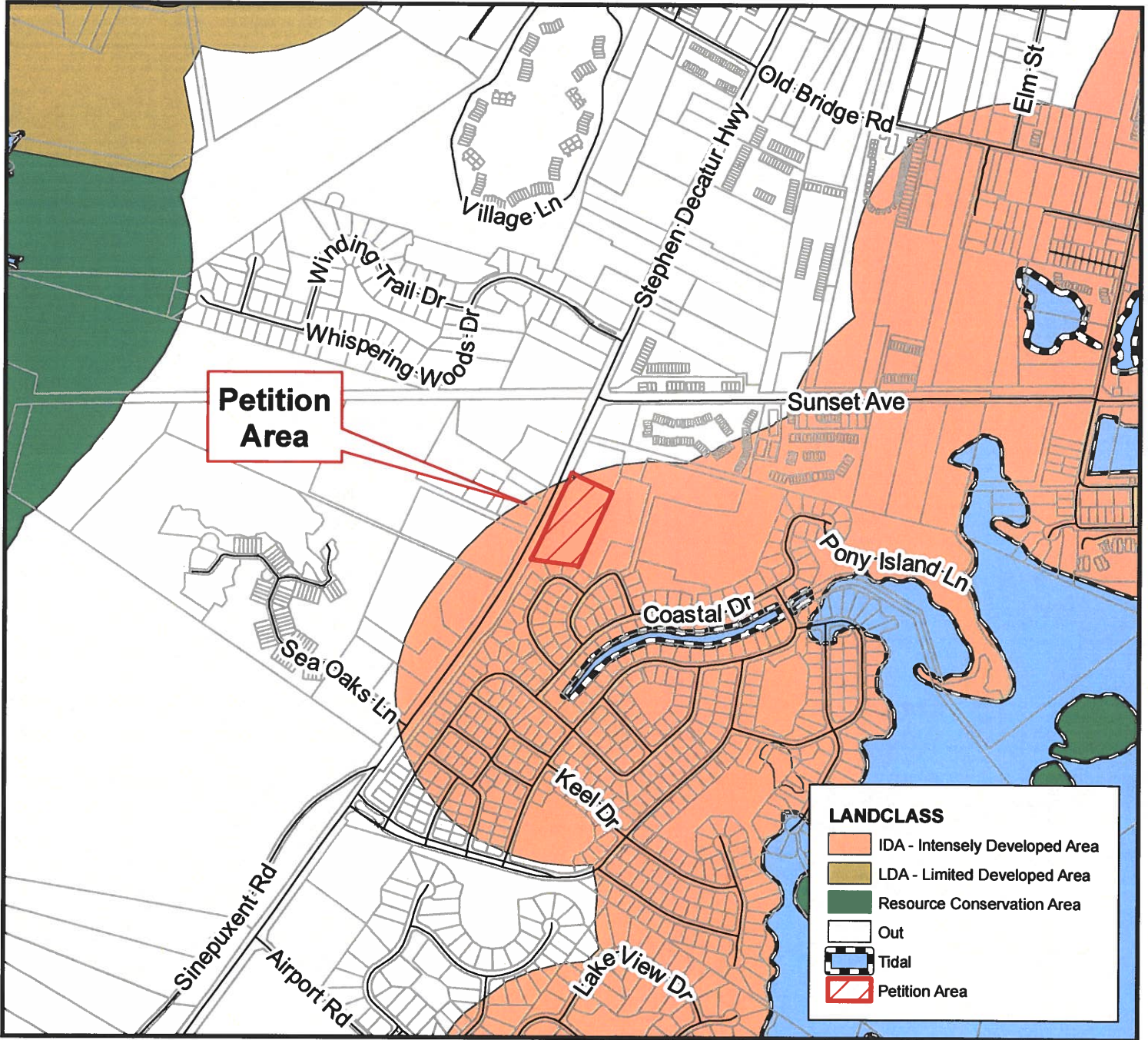
WORCESTER COUNTY, MARYLAND



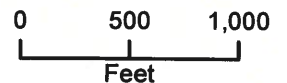
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, Atlantic Coastal Bay Critical Area
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

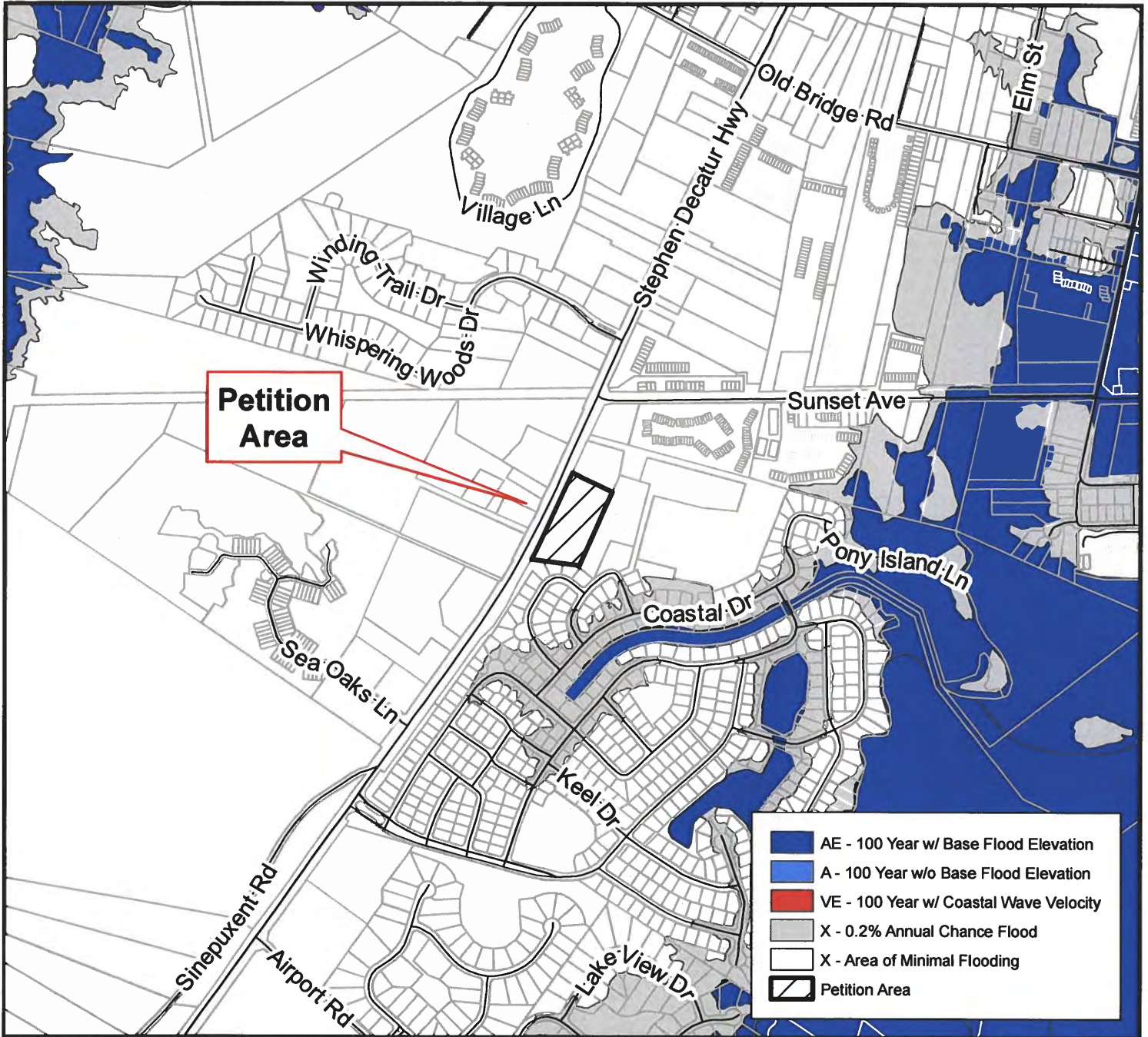
WORCESTER COUNTY, MARYLAND



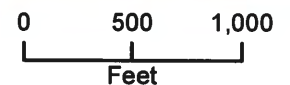
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



FLOOD PLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



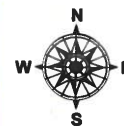
Source: Worcester County GIS Data Layers, 2016 FEMA Flood Insurance Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

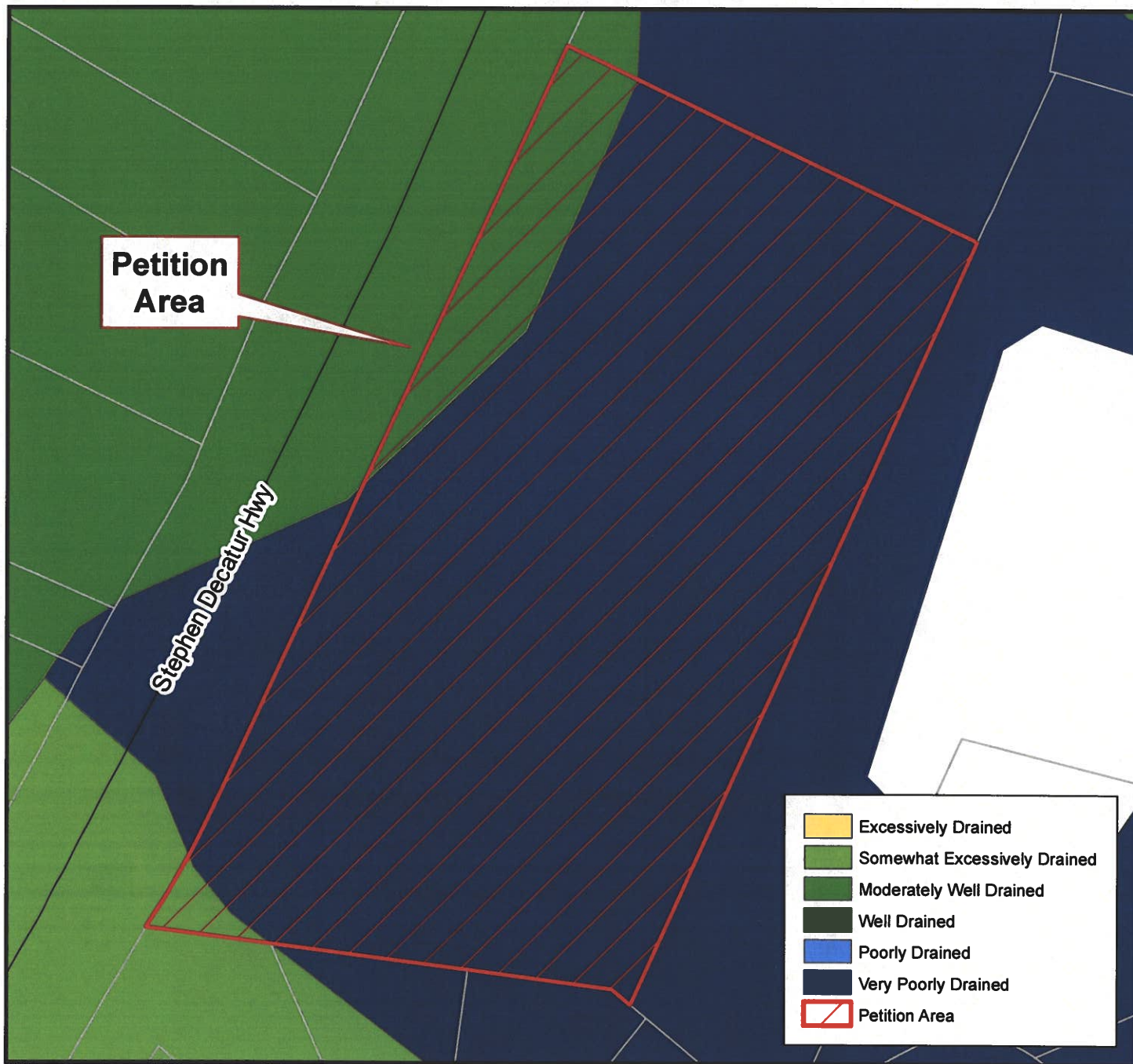
WORCESTER COUNTY, MARYLAND



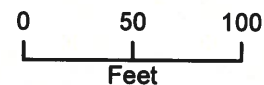
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



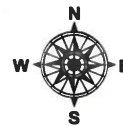
Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

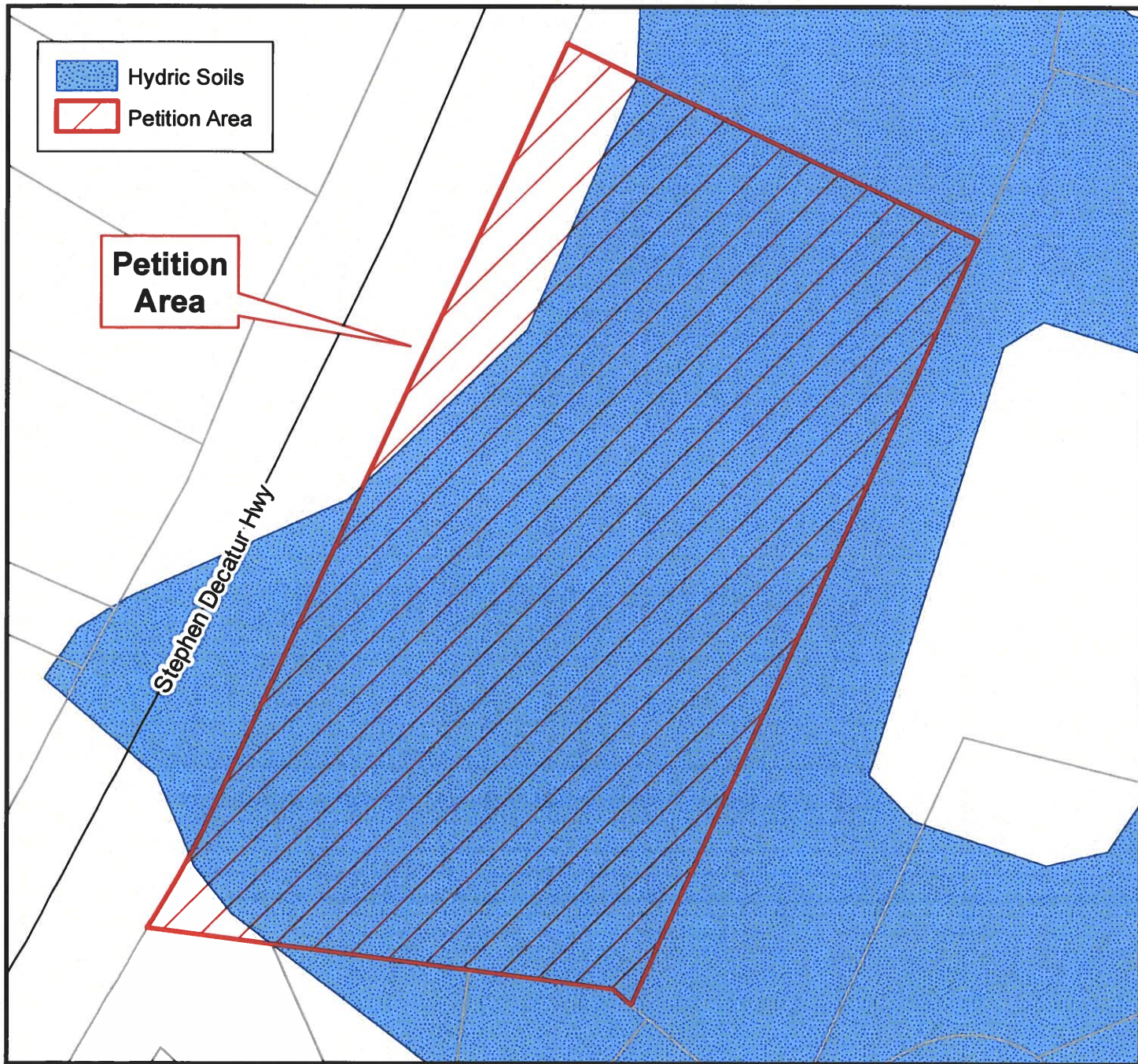
WORCESTER COUNTY, MARYLAND



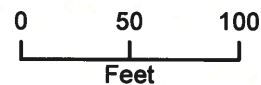
REZONING CASE NO. 441
C-2 General Commercial District to R-4 General Residential District
Tax Map: 26, Parcel 445, Lot 1B



HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 14, 2023



Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK



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: Jennifer Keener, Director, DDRP

From: Robert J. Mitchell
Director, Environmental Programs

Subject: EP Staff Comments on Rezoning Case No. 441
Worcester County Tax Map 26, Parcel 445, Lot 1B
Reclassify approximately 3.29 Total Acres of
C-2 Commercial District to R-4 Residential District

Date: 3/23/23

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section §ZS 1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that a mistake was made since the last Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009. The applicant is also contending that there has been a change in the character of the neighborhood. The Code requires that the Commissioners find that the proposed “change in zoning” would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an Existing Developed (EDA) land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*), as do properties to the east and south. This is more specifically the West Ocean City EDA (page 14). Lands to the south, east, and west of the subject parcel also carry an Existing Developed land use designation. There is a strip of Commercial Center designations to the north of the subject property extending eastward along Sunset Avenue towards the West Ocean City Commercial Harbor.
2. The existing property is not connected to public sewer and/or water at this time and is unimproved. The subject property has a designation for a Sewer Service Planning Category of S-1/ (Immediate to two years) in the *Master Water and Sewerage Plan*. It has an existing allocation of twenty (20) water and sewer EDU’s from the Mystic Harbour Sanitary Service Area, enough to serve a corresponding number of new dwelling units.
3. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as an Intensely Developed Area (IDA) but does not have any associated buffers. IDAs are areas where residential, commercial, institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains. This property is open ground, bordered on two sides with berms surrounding the Mystic Harbour community and has been extensively used over time as a staging area for local development stone and soil stockpiles.

4. The R-4 zone is mostly consistent with the IDA classification as evidenced by the description of the R-4 General Residential District in the County's zoning ordinance as being "intended to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development."
5. The *Comprehensive Plan* recognizes existing development and neighborhood character is the purpose of the EDA designation. Zoning designations that provide for densities and uses consistent with maintaining this character would be appropriate. This property also carries a Priority Funding Area (PFA) designation and with the sanitary capacity allocated, the density allowed under R-4 zoning would allow development of the land at typical PFA concentrations of 3.5 units per acre or greater.
6. The applicant submits that the character of the neighborhood has changed to an extent that justifies this amendatory action to change the zoning designation. The neighborhood has been significantly improved with residential development as noted in the applicant's attachment, however the reasoning for their definition of neighborhood as extending three-and-one-half miles to the south should be explained to the Planning Commission.
7. Usually we see rezoning applications for a more intensive use designation. While some could claim that housing could rival commercial development in scale and concentration, the underlying land use is existing developed and there are neighboring existing residential communities like Mystic Harbour, Whispering Woods, and Sunset Village. The Sunset Village community is a development of 84 townhomes with a land use designation of Commercial Center and a C-2 zoning designation. We also have a newer development, Sea Oaks, located in the same vicinity as these existing residential communities. Perhaps it could be argued that the reclassification of this property and its subsequent residential development could meet *Comprehensive Plan* land use objectives for provision of appropriate residential uses within an existing population center that will not overwhelm the character of the existing neighborhood and will minimize consumption of land.

If you have any questions on these comments, please do not hesitate to contact me.

Jennifer Keener

Subject: FW: Rezoning Case #441

From: Aws Ezzat <AEzzat@mdot.maryland.gov>
Sent: Tuesday, February 14, 2023 2:57 PM
To: April Mariner <amariner@co.worcester.md.us>
Cc: Daniel Wilson <DWilson12@mdot.maryland.gov>
Subject: Fw: Rezoning Case #441

Good afternoon April,

After a review of Rezoning Case #441, MDOT SHA has no objection to the rezoning as proposed. If this parcel is proposed to be developed in the future, the proposed development will require review and approval from District 1 Access Management and need to obtain permitting, as necessary.

As reflected in our aforementioned comments, MDOT SHA has no objections to the proposed rezoning as determined by Worcester County. I would highly appreciate if you can copy/inform me in the future for any rezoning submissions.

Thank you,



Aws Ezzat
Regional Engineer, Access Management
District 1
660 West Road
Salisbury, MD 21801
AEzzat@mdot.maryland.gov
(410) 677-4048 (office)

From: Daniel Wilson <DWilson12@mdot.maryland.gov>
Sent: Tuesday, February 14, 2023 2:45 PM
To: Aws Ezzat <AEzzat@mdot.maryland.gov>
Subject: FW: Rezoning Case #441



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: Robert Mitchell, Director, Worcester County Environmental Programs
Billy Birch, Director, Worcester County Emergency Services
Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
Dallas Baker, P.E., Director, Worcester County Public Works Department
Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Matt Owens, Fire Marshal, Worcester County Fire Marshal's Office
Melanie Pursel, Director of Tourism & Economic Development
Louis H. Taylor, Superintendent, Worcester County Board of Education
Daniel Wilson, Assistant District Engineer - Traffic, Maryland State Highway Administration
Lt. Earl W. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Luke Marcek, Project Manager, Maryland Forest Service
Garth McCabe, District Conservationist, Worcester County NRCS
Richard Bowers, Fire Chief, Ocean City Fire Department
Robert Rhode, Fire Chief, Berlin Fire Department

FROM: Jennifer Keener, Director *JKK*

DATE: February 14, 2023

RE: Rezoning Case No. 441 – Tax Map 26, Parcel 445, Lot 1B, Stephen Decatur Highway, Ocean City, MD (Approximately 760' south of Sunset Avenue), Ocean 8 Group, LLC, Property Owner and Hugh Cropper, IV, Attorney

This application seeks to rezone approximately 3.29 acres of land shown on Tax Map 26, Parcel 445, Lot 1B from **C-2 General Commercial District** to **R-4 General Residential District**. The property is currently vacant, but in the past had been utilized as a material storage yard, most recently for the Route 50 bike path construction. For your reference I have attached a copy of the rezoning application package, location and zoning maps showing the property requested to be rezoned.

The applicant is alleging a **mistake was made during the 2009 Comprehensive Rezoning AND that there has been a change in the character of the neighborhood** as the justification for the proposed rezoning from a commercial designation to a residential designation. The Planning Commission must consider if:
1. There was a mistake made in assigning the property a C-2 District zoning classification in 2009; and/or
2. There has been a significant change based upon a comparison of the current conditions to the neighborhood in 2009 at the time of the last Comprehensive Rezoning.

By Friday, March 24, 2023, the Planning Commission is requesting any comments, thoughts or insights that you or your designee might offer with regard to past and present conditions in the delineated neighborhood, as well as the effect that this application and potential subsequent development of the

site under the proposed zoning classification may have on plans, facilities, or services for which your agency is responsible. Your response is requested even if you determine that the proposed rezoning will have no effect on your agency, that the application is compatible with your agency's plans, and that your agency has or will have adequate facilities and resources to serve the property and its potential land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

General Zoning Information:

The purpose and intent of the C-2 General Commercial District is "to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. These commercial centers generally have higher parking demand and greater visibility. Consequently, design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative. Commercial structures and uses must be compatible with the community and the County's character. Strip commercial forms of development are strongly discouraged."

The C-2 District allows uses such as Hotels/ Motels, Retail and Service Establishments, Contractor Shops, Warehousing, Self-Storage Facilities, Vehicle/ Watercraft repair shops and various other types of commercial establishments by right. Additionally, uses such as outdoor recreation establishments, dwelling units contained in or part of a commercial structure, dormitories, and dredge spoil disposal sites are some of the uses allowed by special exception. For a complete list, please use the following link: <https://ecode360.com/14019708>.

The purpose and intent of the R-4 General Residential District is "to protect the existing residential subdivisions throughout the County that are currently developed in accordance with its provisions while also providing for compatible infill development. Additionally, this district is meant to accommodate the most diverse housing types and range of affordability. Projects of greater than twenty dwelling units which are proposed after the effective date of this Title are required to be developed as residential planned communities in order to encourage traditional neighborhood development and utilization of conservation design principles. While this district can serve as the core of a traditional neighborhood development, it is not limited to usage only in areas designated for growth by the Comprehensive Plan."

The R-4 District allows uses such as Single-Family Dwellings, Manufactured Homes, Two-Family & Multi-Family Dwellings, Townhouses, Group Homes, and Firehouses by right. Additionally, uses such as Assisted Living Facilities, Schools, Day-care centers, and Private Noncommercial Marinas are allowed by special exception. For a complete list, please use the following link: <https://ecode360.com/14019607>

If you have any questions or require further information, please do not hesitate to reach me by phone at (410) 632-1200, ext. 1123 or via email at jkkeener@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments



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 The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 24, 2023
SUBJECT: Worcester County Public Hearing – Bill 23-05 Multi-family in C-3

Please publish the notice below in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on June 1, 2023 and June 8, 2023. Thank you.

NOTICE OF INTRODUCTION OF BILL 23-05
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 23-05 (Zoning – Multi-family dwelling units in the C-3 Highway Commercial District) was introduced by Commissioners Mitrecic and Purnell on May 16, 2023.

A fair summary of the bill is as follows:

§ ZS 1-211(b)(26). (Amends the Zoning and Subdivision Control Article to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units as an accessory use to a commercial development, provided at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District.)

A Public Hearing

will be held on Bill 23-05 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, June 20th at 10:35 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

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

ITEM 18

APPROVED

Commissioners Mitrecic and
Purnell will introduce

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director *JKK*
Date: May 9, 2023
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-211(b)(26) –
Multi-family Dwelling Units in the C-3 Highway Commercial District

.....

On May 4, 2023, the Planning Commission reviewed the proposed text amendment submitted by Mr. Mark Cropper to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units as an accessory use to a commercial development. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. Following the discussion, the board gave a unanimous favorable recommendation, subject to the inclusion of a provision for a minimum of 15% open space based upon the net lot area of the multi-family use. A copy of the draft 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

Mr. Mark Cropper and Jeffrey Harman, P.E., Becker Morgan Group, were present for the review. Mr. Cropper explained the history of the C-3 Highway Commercial District, with its origination in the 2006 Comprehensive Plan, and formal inclusion in the 2009 Zoning and Subdivision Control Article. He noted that there is only one area in the county, and only five properties in total, with this zoning designation. At the time the new zoning code went into effect, developments such as Ocean Landings I (Walmart) and Home Depot were already constructed, and Ocean Landings II was in the development approval phase. Therefore, in 2009 there were only three vacant C-3 zoned properties remaining, and they continue to remain undeveloped in 2023.

At the time of the creation of the C-3 Highway Commercial District, it was thought that big box retail stores were going to be favored, and the county wanted to limit the location of these establishments. Mr. Cropper stated that history has since proven this to be untrue, otherwise such stores would have been built already. However, there is a need for high density, multi-family housing that doesn’t presently exist. The intent is not to change the zoning classification, as intense commercial

development is appropriate there, but to understand and accept the changes and evolution of retail development.

Mr. Cropper added that another factor to consider was existing infrastructure. The expansion of the Riddle Farm wastewater treatment plant was intended to facilitate additional development in the corridor. Prior to the expansion, the only way to develop a project was to build a septic system or their own package plant. Ocean Landings I and II have connected, but the expansion has not spurred further C-3 District development.

In addition, the existing road infrastructure can serve both the high density residential and high intensity commercial land uses. Mr. Cropper discussed the service road and US Route 50 road improvements. He also referenced the proximity of developments such as the White Marlin Mall and Ocean City Outlets to nearby townhouse developments in West Ocean City. Mr. Cropper noted that those residential units were not on the market long. In sum, combining high intensity commercial and high density residential uses are appropriate when you have the available infrastructure.

Mr. Cropper stated that this amendment would require at least 65% of the net lot acreage to be developed with appropriate C-3 District uses as the principal use. If that were done, then the balance could be a high-density multi-family residential development as an accessory use, not to exceed 35% of the net lot acreage. Both uses could be built at the same time, but the commercial use must be completed first before a Certificate of Use and Occupancy is issued to the accessory residential use.

In response to questions from the Planning Commission, Mr. Cropper explained that a residential component is allowed as a permitted use now, but with a limit on the amount of square footage allowed to be developed as a residential unit(s). The proposed amendment will give a developer another option, but is not a requirement. Mr. Cropper stated that if the county allowed residential uses to be integrated with the most intense commercial uses, then this is the most appropriate location for higher density provisions at 10 units per net acre.

In response to a statement made about the potential for rezoning application submissions to C-3 Highway Commercial District, Mr. Cropper stated that it is highly unlikely that any C-1 Neighborhood Commercial or C-2 General Commercial District properties would be rezoned to the C-3 District. He noted that there was abundant language in Comprehensive Plan about the location for high intensity commercial development, and essentially the only location will be in the existing corridor.

Several Planning Commission members raised concerns about a lack of open space. Developments such as Oceans East that were identified as high-density development have open space and landscaping requirements which are attractive. Property owners and tenants have a right to common areas, and while a developer may be likely to put in some open space for attractiveness and curb appeal, it was not stipulated as a requirement in the draft language. Mr. Cropper stated that a potential tenant will know that when they buy or rent a unit, that the open space doesn't exist.

Overall, the Planning Commission found that the concept of high-density residential uses in this zoning district was a positive, as there is a need for well-built residential construction to assist with affordability and the supply of housing. However, while there does not need to be as much open space

as a full residential development, it was felt by some members that there should be some required for a project.

Following the discussion, a motion was made by Mrs. Wimbrow to provide a favorable recommendation on the text amendment, provided that it include a minimum of 15% of the area dedicated to residential uses as open space. Mr. Wells seconded the motion, and the motion carried unanimously.

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

cc: Mark Cropper, attorney for the applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

PLANNING COMMISSION RECOMMENDATION

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-__

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-3 Highway Commercial District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a permitted use multi-family dwelling units accessory to an established commercial structure or use of land.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(26) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; minimum open space provided, fifteen percent of the net lot area; and subject to the provisions of § ZS 1-325 hereof.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2023.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director *JKM*
Date: April 24, 2023
Re: Text Amendment Application – Add a new subsection §ZS 1-211(b)(26) – Multi-family Dwelling Units in the C-3 Highway Commercial District

Mark Cropper has submitted a text amendment application to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units as an accessory use to a commercial development. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request 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.

BACKGROUND

Currently, multi-family dwelling units are allowed in the C-3 Highway Commercial District, but they must be contained in, attached to, or part of the principal commercial structure. There are also restrictions on the total amount of square footage that may be permitted for residential units based upon the amount of commercial square footage provided. Therefore, the number of residential units is dependent upon the size of the proposed units as determined by the developer. The proposed amendment would allow the residential component to be detached from the commercial building, and there would be no specific square footage limitation. Instead, the amendment sets the threshold based upon a density of ten units per net acre of lot area dedicated to non-commercial uses (maximum of 35%). There must be at least 65% of the net lot area improved with a commercial use before the multi-family use would be permitted. As Mr. Cropper describes in his application, the intent is to provide a mixed-use development in a zoning district previously designed for “big box” retail uses.

DISCUSSION

The 2006 Comprehensive Plan encourages mixed-use community centers as a best practice in Growth Areas (Chapter 2: Land Use, Page 15, No. 6), and as an objective in commercial service centers (Chapter 4: Economy, Page 60, No. 3). In addition, the plan recommends that the zoning code ensure new development is compatible with the surrounding character of the neighborhood so that it is a physical, financial and aesthetic improvement to the community, and provide for additional development density to reduce the amount of land consumed by development (Chapter 8: Implementation, Page 95, Nos. 4 & 5). As described briefly in the background above, the 2009 Zoning Code included residential dwelling units by right or special exception in all three commercial zoning districts, provided they were attached to, or part of, the commercial building. A copy of § ZS 1-211(b)(9) is attached. The proposed amendment is not seeking to replace this subsection, but provide the developer another option to include strictly multi-family dwelling units into a project, potentially detached from the commercial structure.

The proposed amendment is limited to the C-3 Highway Commercial District. This zoning district is currently only found in one area of the county – on the southerly side of US Route 50 along Samuel Bowen Boulevard and its proposed westerly extension. The area is designated as Commercial Center on the Comprehensive Land Use Plan. In this zoning district, higher density development is already anticipated, albeit of a commercial nature. These properties have access to existing public infrastructure such as roads and sanitary services. Both the commercial and residential development would be subject to § ZS 1-325 Site plan review and Planning Commission oversight, however multi-family developments are specifically excluded from the *Design Guidelines and Standards for Commercial Uses*.

The amendment ensures that the primary use of the property is for commercial purposes and would prevent the subdivision of the respective uses by establishing a minimum percentage of land area (65% net lot area) that must be improved on a parcel with a commercial use prior to permitting multi-family dwellings as the accessory use. The net lot area would be inclusive of any commercial buildings, parking, internal travelways, stormwater management, landscaping, setbacks and other similar required features. It would exclude public and private rights-of-way, such as the service road.

Unlike a typical multi-family development or residential planned community, the proposed amendment does not stipulate that the developer is required to provide any open space or recreational amenities for the accessory residential units. This is also not required under the existing code provisions of § ZS 1-211(b)(9). A development of this nature would not be classified as a residential planned community, as the underlying zoning is strictly commercial, and not one of the residential classifications.

Lot area for residential uses would be capped at a maximum of 35% of the net lot area and ten units per net acre. Density of this degree is currently only permitted in the core of a residential planned community that is within a designated Growth Area, where residential is the primary use and commercial is the accessory use [§ ZS 1-315(f)]. Since the current residential capacity is based on a percentage to get to a square footage allowance and a developer's decision on the allocation of that square footage between any number of units, it is difficult to compare the two provisions. However, the proposed amendment has the potential to allow significantly more units.

RECOMMENDATION

Overall, staff finds that there is a high demand for housing, especially workforce and affordable housing, and this amendment is an opportunity to increase the available stock. The construction of attached residential units in commercial districts under the existing provisions has not come to fruition on any significant scale; only a handful of these units have been built since adoption of the 2009 Zoning Code. Given the availability and cost of infrastructure needed to construct a development of this nature, a mixed-use development could be appropriate in this area, if done correctly. The development would be reviewed under the site plan review provisions of § ZS 1-325(f)(3)D, which allow the Planning Commission to impose appropriate requirements on the design of the project. Kristen Tremblay, AICP, Zoning Administrator, notes in her comments that site specific concerns can be addressed during this process.

As there is no minimum commercial building square footage required, this amendment could lead to commercial sprawl on a parcel, such as by expanding parking lots and travelways beyond that which is truly necessary for the commercial use in order to reach the 65% threshold. However, the Zoning Code does provide a threshold for the maximum amount of parking a given use may be allowed to construct, so the Planning Commission and/or County Commissioners may find that to be an appropriate limitation.

If the proposed density is an issue with the Planning Commission and/or County Commissioners, another option could be to modify the existing permitted use under § ZS 1-211(b)(9) to remove the attachment provision, and evaluate the percentage threshold to increase the ratio of residential to commercial square footages. This would ensure a greater percentage of actual commercial building square footage is constructed rather than simply relying on a net lot area calculation.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have in regards to the proposed amendment.

cc: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
file



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: April 21, 2023
Re: Zoning Ordinance Proposed Text Amendment – Add a new subsection ZS1-211(b)(26)
– Multi-family Dwelling Units in the C-3 Highway Commercial District

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Mr. Mark Cropper.

The proposed text amendment seeks to allow multi-family dwelling units in the C-3 Highway Commercial District.

I do not have any concerns with the proposed text amendment. Site specific concerns can be addressed during site plan review.

Please let me know if you have any other questions.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-__

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-3 Highway Commercial District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a permitted use multi-family dwelling units accessory to an established commercial structure or use of land.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(26) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2023.

§ ZS 1-103(b)

DWELLING, MULTI-FAMILY - A building containing three or more dwellings designed for or used exclusively for residential purposes. For purposes of this Title, a townhouse shall not be considered a multi-family dwelling.

§ ZS 1-211(b)

- (9) Single-family or multi-family dwelling units contained in, as a part of or attached to a principal commercial structure. Minimum lot requirements shall be as established for the principal commercial structure. Subject to the provisions of § ZS 1-325 hereof and to the following limitations:
- A. Where the area devoted to commercial use is ten thousand square feet or less, the total gross square footage of all residential units shall not exceed one hundred percent of the total gross square footage of the building area devoted to commercial use.
 - B. Where the area devoted to commercial use is greater than ten thousand square feet but less than fifty thousand square feet, the total gross square footage of all residential units shall not exceed fifty percent of the total gross square footage of the building area devoted to commercial use.
 - C. Where the area devoted to commercial use exceeds fifty thousand square feet, the total gross square footage of all residential units shall not exceed twenty-five percent of the total gross square footage of the building area devoted to commercial use.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

To: Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
From: Jennifer Keener, AICP, Director *JKK*
Date: March 29, 2023
Re: Text Amendment Application – Add a new subsection §ZS 1-211(b)(26) – Multi-family Dwelling Units in the C-3 Highway Commercial District

Mark Cropper has submitted a text amendment application to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. A copy of the draft bill language is attached for your consideration.

Currently, multi-family dwelling units are allowed in the C-3 Highway Commercial District, but they must be contained in, attached to, or part of the principal commercial structure. There are also restrictions on the total amount of square footage that may be permitted for residential units based upon the amount of commercial gross floor area provided, as further explained in § ZS 1-211(b)(9). The proposed amendment would allow the residential component to be detached from the commercial uses, and there would be no specific square footage limitation. Instead, the amendment sets the threshold based upon the amount of net lot area (65%) that must be improved with a commercial use before the multi-family use would be allowed, as well as a density calculation of ten units per net acre for the residential component. As Mr. Cropper describes in his application, the intent is to provide a mixed-use development in a zoning district previously designed for “big box” retail development.

I intend to present this amendment at the May 4, 2023 Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, April 19, 2023 so that I may finalize the staff report.

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



Worcester County Commissioners
Worcester County Government Center
Once West Market Street, Room 1103
Snow Hill, MD 21863

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

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

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 3/23/2023

Date Reviewed by Planning Commission: 5/4/2023

I. Application – Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

- A. Resident of Worcester County
- B. Taxpayer of Worcester County
- C. Governmental Agency _____

(Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

A. Section Number: Create new ZS 1-211(b)(26)

B. Page Number: ZS 1:II:63


C. Proposed revised text, addition or deletion:

Multi-family dwelling units provided not less than sixty-five percent (65%) of the acreage of the property being developed is improved with uses otherwise allowed in the C-3 Highway Commercial District. The acreage of the property being dedicated to local or state governments for ownership and maintenance for public roadways shall be subtracted from the total parcel area to achieve a net developable area for the purposes of calculating residential and commercial percentages. Minimum lot requirements for the multi-family dwellings shall be: lot area, twelve thousand square feet; maximum density, ten units per net acre; lot width, eighty feet; front yard setback twenty-five feet; each side yard setback, six feet; rear yard setback, twenty feet.

Date: 3/23/23

V. Signature of Attorney

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: 3/23/23

VI. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

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

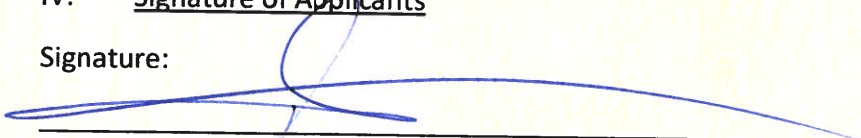
III. Reasons for Requesting Text Change.

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

There exists a shortage of affordable multi-family housing in Worcester County. Recently, "mixed use" projects that combine residential and commercial uses on the same or adjoining properties has gained in popularity. Also, when the C-3 Highway Commercial District was created, several properties received that zoning classification with the adoption of the most recent Comprehensive Zoning Map. It was then believed that "big box" retailers defined the future of large-scale commercial projects. History has proven otherwise. With advances in technology and concerns resulting from COVID-19, many people now prefer to shop online or frequent smaller sized commercial units as opposed to big-box retailers such as Walmart, Ikea, Costco, BJ's and others. Moreover, it has long been believed that residential uses must be separated from commercial uses. Time has proven this also to be untrue. Locating high density residential units adjoining or in close proximity to large scale commercial projects is very successful. A similar situation exists in west Ocean City where hundreds of residential dwellings (Seaside Village) are located immediately east of the Ocean City Factory Outlets and the White Marlin Mall. These mixed uses are only separated by the width of Golf Course Road. In fact, Seaside Village is also bordered on the south by commercial uses located along the north side of U.S. Rt. 50 and on the east by Hooper's Restaurant and its surrounding commercial complexes. Locating high density residential uses as part of or adjoining a commercial complex provides a convenience for the residents of the housing units desiring nearby amenities of food, shopping and otherwise. Since this text amendment is proposed for the C-3 Highway Commercial District, the necessary road networks already exist to accommodate the traffic to be generated by the residential housing component.

IV. Signature of Applicants

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Jennifer Keener

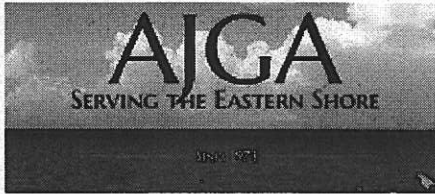
From: Mark Cropper <mcropper@ajgalaw.com>
Sent: Tuesday, March 28, 2023 6:12 PM
To: Jennifer Keener
Cc: Stacia Cropper
Subject: RE: Text Amendment - Multi-Family in the C-3 District

Jennifer,

I have spoken with my team and we agree to move forward with your proposed and modified text amendment as reflected below. Thank you.

Mark

Mark Cropper
Partner
Ayres, Jenkins, Gordy & Almand, P.A.



Tel: 410-723-1400
Fax: 410-723-4730
Email: mcropper@ajgalaw.com
Web: www.ajgalaw.com

6200 Coastal Highway, Suite 200
Ocean City, MD 21842

LEGAL NOTICE

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From: Jennifer Keener <jkkeener@co.worcester.md.us>
Sent: Friday, March 24, 2023 12:40 PM
To: Mark Cropper <mcropper@ajgalaw.com>
Cc: Stacia Cropper <scropper@ajgalaw.com>
Subject: Text Amendment - Multi-Family in the C-3 District

Good afternoon Mark,

Attached is a copy of the receipt for your latest text amendment request. In reviewing the proposed language, we've formatted it to be consistent with our terminology and other code references. Will you take a look at the below description and see if it still accurately reflects your request?

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

Please let me know if you want to move forward with your version, or this modified language.

Thank you,

Jennifer

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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-05

BY: Commissioners Mitrecic and Purnell

INTRODUCED: May 16, 2023

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-3 Highway Commercial District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a permitted use multi-family dwelling units accessory to an established commercial structure or use of land.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(26) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; minimum open space provided, fifteen percent of the net lot area; and subject to the provisions of § ZS 1-325 hereof.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this 20th day of June, 2023.

Attest:

Worcester County Commissioners

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr.
President

Madison J. Bunting, Jr.
Vice President

Caryn G. Abbott
Commissioner

Theodore J. Elder
Commissioner

Eric J. Fiori
Commissioner

Joseph M. Mitrecic
Commissioner

Diana Purnell
Commissioner

Enlarged from Layout #1

LOT DENSITY CALCULATIONS

BUILDING AREA:

(35) X 9,920 S.F. = 347,200 S.F.

(2) X 8,000 S.F. = 16,000 S.F.

TOTAL AREA = 363,200 S.F.

CALCULATION FOR NUMBER OF APARTMENT UNITS:

AVERAGE APARTMENT SIZE = 1,000 S.F. / UNIT

AREA ALLOWED FOR APARTMENTS ZS 1-211 (9) A. = 100%:

363,200 S.F. / 1,000 S.F. PER UNIT = 363 APARTMENT UNITS

DENSITY CALCULATION:

BASED ON TOTAL PARCEL AREA : 363 UNITS / 48.98 ACRES = 7.4 UNITS PER ACRE

PARKING CALCULATIONS

PARKING REQUIRED:

COMMERCIAL - 363,200 S.F. X 1 space / 300 S.F. = 1,211 SPACES

RESIDENTIAL - 363 UNITS X 1.5 spaces / unit = 545 SPACES

TOTAL SPACES REQUIRED = 1,211 + 545 = 1,756 SPACES

TOTAL SPACES PROVIDED = **1,830 SPACES**

Enlarged from Layout #2

LOT DENSITY CALCULATIONS

BUILDING AREA:

(7) X 40,000 S.F. = 280,000 S.F.
(6) X 9,920 S.F. = 59,520 S.F.
TOTAL AREA = 339,520 S.F.

CALCULATION FOR NUMBER OF APARTMENT UNITS:

AVERAGE APARTMENT SIZE = 1,000 S.F. / UNIT
AREA ALLOWED FOR APARTMENTS ZS 1-211 (9) B. = 50%:
280,000 S.F. X 50% = 140,000 S.F. / 1,000 S.F. PER UNIT = 140 APARTMENT UNITS
AREA ALLOWED FOR APARTMENTS ZS 1-211 (9) A. = 100%:
59,520 S.F. / 1,000 S.F. PER UNIT = 60 APARTMENT UNITS

DENSITY CALCULATION:

BASED ON TOTAL PARCEL AREA : 200 UNITS / 48.98 ACRES = 4.08 UNITS PER ACRE

PARKING CALCULATIONS

PARKING REQUIRED:

COMMERCIAL - 339,520 S.F. X 1 space / 300 S.F. = 1,131 SPACES
RESIDENTIAL - 200 UNITS X 1.5 spaces / unit = 300 SPACES
TOTAL SPACES REQUIRED = 1,211 + 545 = 1,431 SPACES
TOTAL SPACES PROVIDED = **1,514 SPACES**

Enlarged from Layout #3

LOT DENSITY CALCULATIONS

ALLOWABLE DENSITY PROPOSED = 10 DWELLING UNITS PER ACRE

ALLOWABLE RESIDENTIAL AREA PROPOSED = 35% OF TOTAL SITE

48.98 ACRES X 35% = 17.14 ACRES MAXIMUM

RESIDENTIAL AREA SHOWN ON PLAN = 14.5 ACRES = 29.6%

10 UNITS / AC X 14.5 ACRES = 145 UNITS

DENSITY CALCULATION:

BASED ON ACTUAL AREA PROPOSED:

144 UNITS / 14.4 ACRES = 9.93 UNITS/ACRE

BASED ON TOTAL ALLOWABLE RESIDENTIAL ACREAGE:

144 UNITS / 17.14 ACRES = 8.40 UNITS/ACRE

BASED ON TOTAL PARCEL AREA (TO COMPARE TO DENSITY OF CONCEPTS 1 & 2):

144 UNITS / 48.98 ACRES = 2.94 UNITS/ACRE

ASSUMING MAXIMUM UNIT COUNT POSSIBLE:

48.98 ACRES X 35% X 10 UNITS/ACRE = 171 UNITS

DENSITY BASED ON TOTAL PARCEL AREA:

171 UNITS / 48.98 ACRES = 3.49 UNITS/ACRE

COMPARISON OF DENSITY FOR VARIOUS SCENARIOS (BASED ON TOTAL SITE ACREAGE):

CONCEPT 1 - COMMERCIAL/RESIDENTIAL MIX PER ZS 1-211 (9) A., BUILDINGS LESS THAN 10,000 S.F. COMMERCIAL

CONCEPT 2 - COMMERCIAL/RESIDENTIAL MIX PER ZS 1-211 (9) B., BUILDINGS BETWEEN 10,000 S.F. AND 50,000 S.F. COMMERCIAL

CONCEPT 3 - COMMERCIAL/RESIDENTIAL MIX PER PROPOSED ZONING TEXT AMENDMENT

CONCEPT 1 - ESTIMATED MORE THAN 7.4 UNITS/ACRE

CONCEPT 2 - ESTIMATED MORE THAN 4.0 UNITS/ACRE

CONCEPT 3 - PROPOSED 2.94 UNITS/ACRE



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

TO: The Daily Times Group and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 24, 2023
SUBJECT: Worcester County Public Hearing – Amendment to Worcester County Water and Sewerage

Please publish the notice below in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on June 1, 2023 and June 8, 2023. Thank you.

Notice of Public Hearing
Amendment to Worcester County
Water and Sewerage Plan
Ocean Pines Sanitary Area -
St. Martins by the Bay Community
Berlin, Maryland

The Worcester County Commissioners will hold a public hearing to consider an application filed by the Department of Environmental Programs on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in The Plan is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), and include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of May 4, 2023 and found it to be consistent with the Worcester County Comprehensive Plan.

The public hearing on this application will be held on:

Tuesday, June 20, 2023
at 10:40 A.M.
in the
Commissioners' Meeting Room
Room 1101 – Government Center
One West Market Street
Snow Hill, Maryland 21863

For additional information, please contact the County Administration at (410) 632-1220 x 1601 or visit the County website at: online at www.co.worcester.md.us.



Worcester County Department of Environmental Programs WSY 05/16/23
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

ITEM 19
APPROVED

Memorandum

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

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

Subject: **Public Hearing Notice**
Ocean Pines Service Area
Addition of St. Martins by the Bay Water System
SW-2023-01

Date: 5/5/23

The Planning Commission met on May 4, 2023, and reviewed this amendment application. We are writing to forward the Planning Commission’s finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to change the water supplier for the St. Martins by the Bay development from their community system to the Ocean Pines Sanitary Service area.

The Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

The community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent Ocean Pines Service Area

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area to include the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on May 4, 2023



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
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WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

April 21, 2023

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

RE: Transmittal-Comprehensive Water and Sewerage
Plan Amendment –Ocean Pines Sanitary Area – St.
Martins by the Bay – Change of Community Water
Service Designation
(SW-2023-01)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to revise certain sanitary area data for the Ocean Pines Sanitary Area and change the service designation for the St. Martins by the Bay water system in *The Plan*, for your review and comment to the County Commissioners.

The Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

The community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent

Ocean Pines WS Amendment Case No. 2023-01

April 21, 2023

Ocean Pines Service Area. The project area hosts 58 developable lots, of which the majority are currently inhabited or developed. Current infrastructure, installed approximately 40 years ago, provides an assumed, 2" diameter water main along portions of Riverview Drive and St. Martins Parkway. The current condition of the St. Martins by the Bay water distribution system is in poor condition. The Worcester County Department of Public Works, Water and Wastewater Division owns and operates the Ocean Pines water distribution system that would be expanded to include the St. Martins community into its service area. The existing water treatment building and treatment equipment is to be demolished and the existing well abandoned. This is the intent for those facilities.

The existing Community Water Service Facility was installed in 1984, and along with individual wells have provided water for the community. In the recent years, the water system has been nearing failure, and the community has begun to experience concerns of water shortages. As stated above there is one existing Community Water Service facility installed nearly 39 years ago. The facility itself has been very hard to maintain and evidence of iron deposits on the floors and equipment suggest frequent flooding. This facility and any individual wells are at risk of failure due to continued sea level rise/land subsidence and their relatively low elevation, which is within 10 feet of sea level.

As a part of the eventual water connection, an allocation of Ocean Pines water EDUs will be purchased from the sanitary area. Other than adding the subject community, this amendment does not seek to amend or intensify the water planning areas approved in prior amendments with respect to the mapped planning areas.

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

Comprehensive Plan Policies

The *Comprehensive Plan* assigns a single land use designation for this property within the Ocean Pines water planning area:

1. Existing Developed Area

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

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

The *Comprehensive Plan* goes on to state:

Chapter One, "Introduction" states:

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

Chapter Three, "Natural Resources" states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).

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

Chapter Three, "TMDLs" states:

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

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Zoning

This community has a single zoning designation, R-1 (Rural Residential District).

Staff's Comments

Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing water supply needs for an existing development within the planning areas. The connection project would provide public water service to an area designated by the *Comprehensive Plan* and *Master Water and Sewerage Plan* for public water service. The property is changing an existing water planning area designation to reflect an alternate water supplier, the Ocean Pines Sanitary Service Area.
2. The property is already classified as an W-1, but needs to realign itself with a newly designated water supplier.
3. The *Planning Area's* comprehensive plan designations and zoning permits the exiting uses in the community. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
4. This proposal does not require the expansion of the water supply or water treatment facilities capability and can be adequately handled in the Ocean Pines Water Treatment Plant.
5. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.

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If you need further information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'RM', with a long horizontal stroke extending to the right.

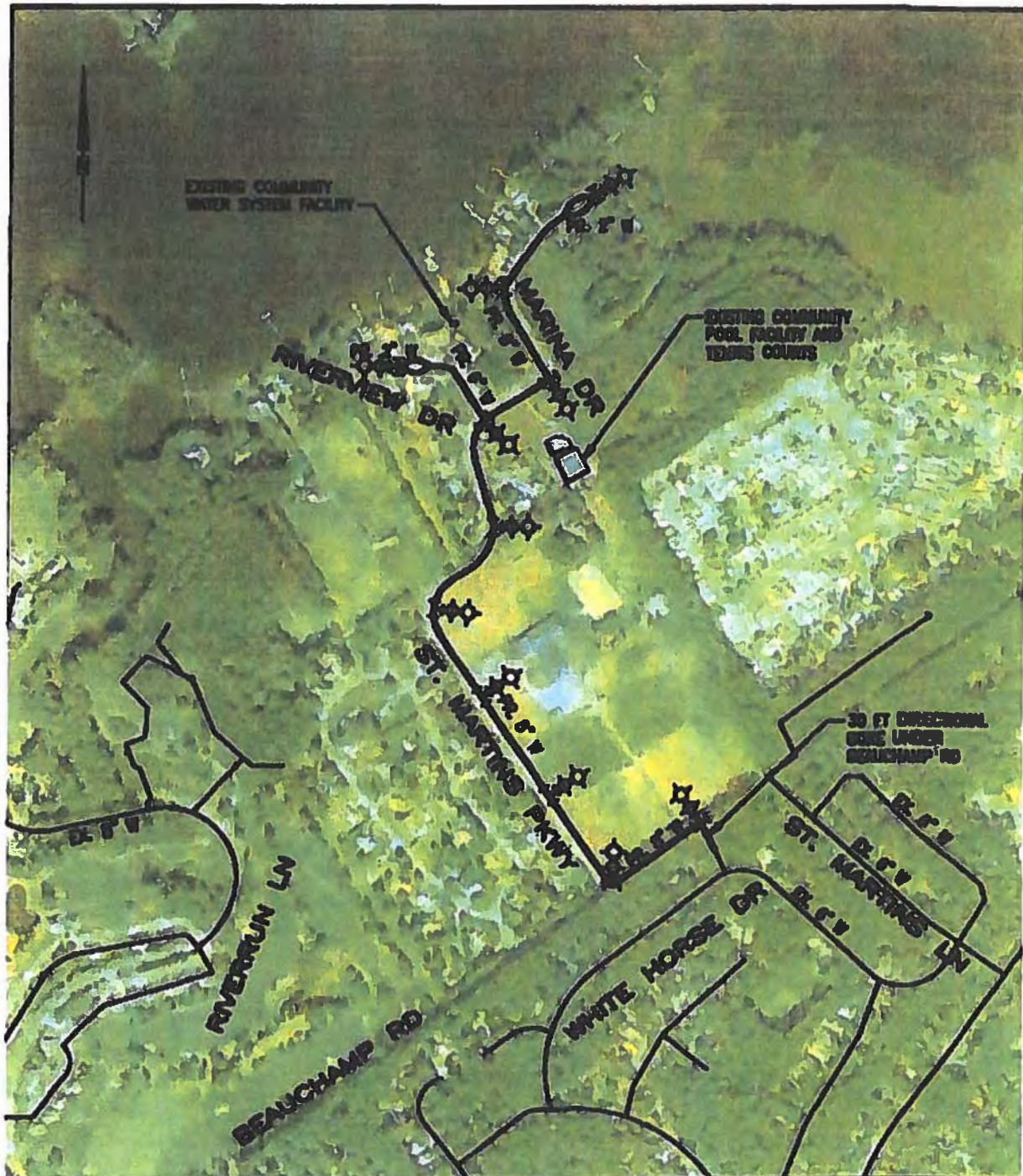
Robert J. Mitchell, LEHS
Director

Attachments

cc: WS Amendment File (SW 2021 -01)

Attachment 1

MAPS



PROPOSED CONNECTION INFRASTRUCTURE AND ROUTE

Attachment 1

PC Minutes

IV. Comprehensive Water and Sewerage Plan Amendment

As the next item of business, the Planning Commission reviewed an Amendment of the Worcester County Comprehensive Plan for Water and Sewerage Systems—Request for a change of Community Water Service Designation from Private to Public for the St. Martins by the Bay community and addition of community's designated W-1 water planning area into the W-1 water planning area for the Ocean Pines Sanitary Service Area. The Department of Environmental Programs is bringing this application forth on behalf of the applicant, the Department of Public Works; SW 2023 -01.

The proposed amendment would only serve the St. Martins Community in this proposed modification of the water supplier in the *Master Water and Sewerage Plan (The Plan)*. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission.

Mr. Mitchell explained that the Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

Mr. Mitchell further explained that the community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent Ocean Pines Service Area

Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Smith, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous with only Ms. Knight not present at the meeting.