

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>

January 16, 2024

- | | |
|---|--------------|
| | Item # |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Vendor Presentations for the Pocomoke Library, discussion regarding a personnel update, requests to hire Emergency Communications Specialist Trainee, Landfill Operators, Correctional Officer Trainees, request to Promote to Sergeant, and certain other personnel matters, 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 December 19, 2023 | |
| 10:02 - Commendations (4) Proclamation (1) | 1 |
| 10:05 - Consent Agenda
(EMPG Grant Award, Ride MD Coast MOU, Out-of-State Travel Request, MALPF Match Commitment, 2024 Proposed Employee Events, Sunset Ave. Sewer Design, Request to Bid Mystic Harbour Backwash Pond Cleaning, Request to Bid Youth Care Coordination Program, Request to Bid Riddle Farm Force Main Bypass Design, Request to Purchase Pocomoke Middle School Multi Sport Court, Letter of Support Request RV Shows) | 2-12 |
| 10:06 - Chief Administrative Officer: Administrative Matters
(FY23 Annual Comprehensive Financial Report, GFOA Certificate of Achievement, SDAT Assessment Report, FY25 Budget Schedule, Broadband Update, L3Harris Radio Request, Dental Clinic Carpet Replacement, Snow Hill Health Department Carpet Replacement, Recommendation to Award Pocomoke Library CMAR Services, Proposed Text Amendment Multi-family Dwelling Units in C-2, Proposed Bill to Amend Ethics Ordinance, OC Sewer Capacity Request, Diakonia Sewer Request, Board Appointments) | 13-26 |
| 10:30 - Public Hearing Growth Allocation Request – Island Resort Campground | 27 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |

Lunch

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

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

<p>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!*</p>
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DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

December 19, 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 Bunting, seconded by Commissioner Fiori, 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: rehiring retiring Accounts Payable Specialist Tina Litten on a part-time, temporary contractual basis; hiring Stanyle Coulbourne, Jr. as a plant operator trainee within the Water and Wastewater Division, Jake Evans as a roads worker II within the Roads Division, Bryan Soper as the natural resources administrator within Environmental Programs, and Viletta King and Cleavon Morris as correctional officer trainees within the County Jail, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Fiori, the commissioners unanimously voted to adjourn their closed session at 9:08 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Dale Brown of the Community Church of Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their December 5, 2023 meeting as presented.

The commissioners presented a years-of-service commendation to Accounts Payable Specialist Tina Litten who is retiring following 32 years of service to the Treasurer's Office.

The commissioners presented a commendation to the Stephen Decatur High School (SDHS) Seahawks Football Team for winning the 2023 State championship, the team's first state title.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-5 as follows: applying for the FY24 Home Stretch Grant of up to \$1.1 million from the Office of Statewide Broadband to install broadband at difficult to serve properties (up to \$8,000 per location); accepting the lowest responsive bid of \$41,856 from Peninsula Sealcoating, LLC to renovate the Pocomoke Middle School basketball courts; scheduling a public hearing to consider a request to approve 33.46 acres of Atlantic Coastal Bays growth allocation for the Island Resort Campground; and authorizing Covington Machine & Welding, Inc. to utilize a portion of the West Ocean City Harbor parking lot for up to two days in early January and again in late March or early April to set up a crane, dunk, and assemble barges to repair the Harry W. Kelly Memorial drawbridge.

Pursuant to the recommendation of Procurement Officer Nick Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously accepted the highest-scoring proposal of \$151,551 from Montgomery & Associates, LLP for the Comprehensive Plan update.

Public Works Director Dallas Baker proposed a Career Ladder, which is a merit-based plan, to help motivated employees within the Water and Wastewater Division advance their careers. Human Resources Director Stacey Norton was also in attendance. This plan entails the use of service records for collections plant operators, maintenance workers and equipment operators, wastewater plant operators, and water plant operators to inform and track the progress of employees with regard to obtaining licensing and education requirements as well as the operation experience, which are required to advance to the next level. Mr. Baker stated that this plan will help leadership identify and reward hard-working individuals who are a real value to the County by providing them with a clear path toward career advancement.

Commissioner Fiori expressed his appreciation to staff for developing this plan, noting that it is sure to boost morale and give employees something worthwhile to work toward. Mr. Baker advised that they would develop and present a similar merit-based succession plan for the Solid Waste Division for the commissioners consideration in the near future.

Following some discussion and upon a motion by Commissioner Abbott, the commissioners unanimously approved the proposed plan.

In follow up to their December 5, 2023 meeting and upon a motion by Commissioner Abbott, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to adopt Resolution No. 23-20 adopting the Worcester County Five-Year Capital Improvement Plan for FY25-FY29.

The commissioners reviewed and discussed various board appointments.

Upon nominations by Commissioner Mitrecic, the commissioners unanimously agreed to reappoint Frank Knight to the Ethics Board and Jake Mitrecic to the Board of Zoning Appeals.

The public hearing for Rezoning Case 443 – which seeks to rezone approximately 27.25 acres of land located on the south side of MD Rt. 589, north of MD Rt. 90 and opposite the North Gate of the Ocean Pines Subdivision from A-1 Agricultural District to 25.25 acres of A-2 Agricultural District and 2.0 acres of C-2 General Commercial District – was cancelled at the request of the applicant.

The commissioners recessed until 10:35 a.m.

The commissioners conducted a public hearing on Emergency Bill 23-08 (County Government – County Commissioners), which was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on December 5, 2023. Development Review and Permitting Director Jennifer Keener reviewed the emergency legislation, which revises the commissioner district maps in response to the shifting population and 2% growth identified by the 2020 Census Survey to strive for an optimal population of 7,515 persons in each of the seven districts, retain a majority minority district, maintain current boundaries to the extent possible, and respect the boundaries of new State Legislative Districts 38A and 38C to the extent feasible.

Commissioner Bertino opened the floor to receive public comments.

Kathryn Culbertson of Snow Hill stated that, given the activity occurring between September and November, that the County had not provided constituents with adequate time or information to weigh in on the proposed district revisions. Therefore, she asked the commissioners not to adopt the revised maps at this time.

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

Upon a motion by Commissioner Fiori, the commissioners unanimously adopted Emergency Bill 23-08 (County Government – County Commissioners).

Commissioner Mitrecic stated that he received a troubling phone call last week from a Diakonia volunteer informing him that a few commissioners met with them last week and want them to negotiate with the Town of Ocean City to allow increased flow numbers to West Ocean City as part of the Diakonia addition project. Commissioner Mitrecic stated that Ocean City officials have already granted Diakonia a certain number of equivalent dwelling units (EDUs) to complete this project, and this allocation will not impact West Ocean City EDUs. He concluded that it would be wrong to hold this project hostage in order to negotiate more flow from WOC to the Ocean City Wastewater Treatment Plant, and he suggested the commissioners invite Diakonia officials to their next meeting on January 16 to resolve this matter.

Commissioner Abbott asked everyone to keep the Milburn family in prayer, as their 20-year-old daughter was killed December 16 in a car accident.

The commissioners wished everyone a Merry Christmas and a happy New Year.

Commissioner Bertino issued a reminder that the commissioners would not meet again until January 16, as their first meeting in January has been cancelled.

The commissioners answered questions from the press, after which they adjourned to meet again on January 16, 2024.

TEL: 410-632-1194
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

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

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THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

COMMENDATION

WHEREAS, K9 Officer Simon contributed more than nine years of devoted service to the Worcester County Sheriff's Office from 2014 through 2023; and

WHEREAS, K9 Officer Simon has served with and protected his handler, Lieutenant Christopher Larmore and been a canine ambassador to area residents and visitors. This team has been instrumental in detecting and apprehending dangerous criminals and has assisted allied agencies in the Tri-County area. Collectively they have helped ensure the safety and security of Worcester County citizens and visitors. During the 2019 H2Oi event, they assisted in the restoration of order to Ocean City and the County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **K9 Officer Simon** for his years of devoted service to Worcester County, and we wish him a long and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 27th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

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COMMENDATION

WHEREAS, we honor Deputy Mark Shayne, who was named the 2023 Law Enforcement Officer of the Year for Worcester County by Mothers Against Drunk Drivers (MADD) Maryland for his commitment to protecting the public from impaired drivers; and

WHEREAS, Deputy Shayne has stopped 200 impaired individuals from driving on Maryland roadways during the past two years, avoiding countless tragedies and the unnecessary suffering of families left to grieve loved ones killed by drunk drivers.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Deputy Mark Shayne** for his unwavering efforts to stop impaired driving to assure that there are No More Victims.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.



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DIANA PURNELL



COMMENDATION

WHEREAS, for providing 70 years of distinguished service, we honor Girdletree Volunteer Fire Fighter Kenneth Dukes, who has braved hazardous conditions in service to the residents of Girdletree and all of Worcester County; and

WHEREAS, Mr. Dukes, a vital member of the Girdletree Volunteer Fire Company, has with faithfulness and dedication served his community under even the most adverse of conditions. His actions, placing aside his own personal safety to assist when emergencies arise, reflect the sort of integrity and experience that are to be most highly valued in fire service members.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, extend our heartfelt thanks to **Kenneth Dukes** for his lifetime of service to the residents of Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.

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COMMENDATION

WHEREAS, for providing 70 years of distinguished service, we honor Girdletree Volunteer Fire Fighter Virgil Dukes, who has braved hazardous conditions in service to the residents of Girdletree and all of Worcester County; and

WHEREAS, Mr. Dukes, a vital member of the Girdletree Volunteer Fire Company, has with faithfulness and dedication served his community under even the most adverse of conditions. His actions, placing aside his own personal safety to assist when emergencies arise, reflect the sort of integrity and experience that are to be most highly valued in fire service members.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, extend our heartfelt thanks to **Virgil Dukes** for his lifetime of service to the residents of Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.

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PROCLAMATION

WHEREAS, January 2024 is National Mentoring Month, and this year’s campaign focuses attention on the role of mentors and the rapidly growing need for all in the community to partner with mentoring programs, like Big Brothers Big Sisters of the Eastern Shore (BBBS), to increase the number of mentors to help ensure positive outcomes for our young people; and

WHEREAS, BBBS mentors play a critical role in the lives of more than 600 young people from the nine Eastern Shore counties. They establish trust and offer support, and direction. BBBS mentorships have proven, long-term benefits, helping to increase rates of high school and college graduation. Moreover, mentors help inspire young people to pursue their dreams.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby join with BBBS representatives to proclaim January as **National Mentoring Month** and to encourage those looking to make a positive difference in the community to become mentors.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.



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EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: 2023 Emergency Management Performance Grant (EMPG)

Date: January 9, 2024

The Department of Emergency Services is requesting a signature to proceed with the 2023 Emergency Management Performance Grant in the amount of \$76,316.98. This grant requires a 100% matching which we use departmental salaries as the match.

I am available to answer any questions that may arise at your convenience.

Attachment (1)



2023 Sub-Recipient Agreement
for
County Commissioners of Worcester County, Maryland

Date of Award
9/28/2023

1. Sub-Recipient Name and Address	2. Prepared by: <i>Majette, Ashley</i>	3. MEMAGMS Award Number: 23-SR 8861-01
County Commissioners of Worcester County, Maryland	4. Federal Grant Information	
	Federal Grant Title:	Emergency Management Performance Grant
	Federal Grant Award Number/CFDA Number:	EMP-2023-EP-00001-S01 / 97.042
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount

<p>Total Award Amount \$76,316.98 100% Match Required</p>	<p>2023 Emergency Management Performance Grant Performance Period: FROM Oct 1, 2022 – Mar 31, 2025</p>
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6. Statutory Authority for Grant: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.)

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <https://www.sam.gov/content/exclusions>

9. Agency Approval

<p>Approving SAA Official: Blake Langford, Chief Program Management Officer Maryland Department of Emergency Management DBA Maryland Emergency Management Agency</p>	Signature of SAA Official:
	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Federal Employer Identification Number (FEIN) and DUNS number: 526001064	12. Date Signed :
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13. DUE DATE: 11/12/2023

Signed award must be returned to the SAA on or before the above due date.

ITEM 2



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: January 8, 2024
SUBJECT: Ride Maryland's Coast Event MOU Approval and Signature

Please find attached, an MOU with Coastal Vida Events LLC in regard to the Ride Maryland's Coast Bike Festival Event for 2024. The event is scheduled for Saturday, May 4, 2024 and includes three separate rides of varying distances, all beginning and finishing at the West Ocean City Commercial Harbor. The Harbor will include a festival for an afternoon of music, entertainment, family/kid activities, and vendors.

This cycling event has been held the past three years, utilizing the West Ocean City Harbor location. For 2024, our Recreation & Parks Department will be partnering with the event, handling all aspects of the "Harbor Village" and festival area. Coastal Vida Events, LLC will oversee all logistics of the bike portion of the event.

Roscoe has reviewed and approved the MOU. Your signature is requested for final approval.

Attachments

cc: Ben Kirk, Recreation Superintendent



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

MEMORANDUM OF UNDERSTANDING

This is an agreement between the County Commissioners of Worcester County, Maryland (“County”) and Don Abramson and Coastal Vida Events LLC (collectively “Organization”).

1) Purpose & Scope

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to the “Ride Maryland’s Coast Bike Festival”.

2) County’s Scope of Work

- a) Coordination of logistics of the “Harbor Village” on County-owned property which will include the following (quantities of materials will be based on registration numbers received from Organization at a reasonable time before the event):
 - i) Ordering, set-up and breakdown of tents/tables/chairs;
 - ii) Ordering of port-a-lets;
 - iii) Setting up overnight security for Friday, May 3, 2024.
- b) Coordination of permits and/or contracts to include, but not limited to:
 - i) Harbor permits
 - ii) Vendors (marketplace & food)
 - iii) Entertainment
 - iv) Kids Zone activities
- c) Aspects of marketing and reasonable promotion of the overall event:
 - i) Sponsorships
 - ii) Banners
 - iii) Signage
 - iv) Social media mentions
 - v) Event shirts and merchandise



Worcester County Recreation & Parks

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

3) Organization's Scope of Work:

- a) Coordination of all bike ride logistics which will include the following:
 - i) Complete layout of the ride including rest stops, snacks and state road crossings;
 - ii) Registration and event check-in;
 - iii) Shirts and bibs for participants.
- b) Coordination of ride specific permits and/or fees to include, but not limited to:
 - i) Communication with local law enforcement (Sheriffs, MSP, DNR);
 - ii) Permits in regard to the ride;
 - iii) Volunteer & medical team fees;
 - iv) Assateague Park fees;
 - v) Liability insurance;
 - vi) Awards and/or lunch for participants (if applicable)
- c) Aspects of marketing and promotion of the bike ride portion of the event:
 - i) Additional marketing of the ride;
 - ii) Website updates in coordination with D3 Corp;
 - iii) Sponsorship of the bike ride portion of the event.

4) Term

Agreement shall commence upon signing. Services shall be completed as required: Saturday, May 4, 2024.
In addition, this agreement does not transfer any property rights to or from either party.

5) Payment

- a) Organization will receive revenue only through participant registration, MD Grant funding and specified funds from specified bike ride sponsors.
- b) County will receive revenue only through vendor registration and sponsorship funds.
- c) Neither Organization or County will receive additional compensation directly from each other.



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

6) Standard Terms

Attached as Exhibit A are Worcester County's Standard Terms. If the agreement conflicts with the Standard Terms, the Standard Terms will prevail.

Attest:

County Commissioners of Worcester County, Maryland

Weston S. Young
Chief Administrative Officer
Witness

(Seal)
President

Coastal Vida Events LLC
By: Donald Abramson (Seal)

EXHIBIT A

Worcester County Maryland
Standard Terms

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



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

TO: Worcester County Commissioners
 FROM: Candace I. Savage, CGFM, Deputy Chief Administrative Officer
 DATE: January 9, 2024
 RE: Out of State Travel Request

Out of State Travel Request

Administration	2	100.1001.7000.100
Department	# of Attendees	GL Account Code
Denver, CO	7/13/2024	7/18/2024
Destination	Depart	Return

Purpose of Travel: The Association of Government Accountants (AGA) Professional Development Training (PDT) event has various education sessions from a variety of government financial experts. Training sessions include accounting, auditing, finance, and program management. We are requesting approval in advance of the FY25 budget due to limited hotel capacity and discounted early bird registration.

Estimated Costs: Airfare	\$1,920
Lodging	\$2,500
Meals	\$948
Registration Fees	\$1,850
Car Rental	
Other Transportation	\$200
Other	
Total	\$7,418



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 Agricultural Land Preservation Foundation (MALPF)
FY 24 MALPF Funding Cycle Matching Funds

Date: 1/8/24

As a certified county by the Maryland Agricultural Land Preservation Foundation (MALPF) since 2004, Worcester County is required to commit matching funds for our easement acquisition program. As the only certified county on the lower shore, this certification allows the county to retain 75% instead of 33% of the agricultural transfer tax the county collects. To continue to be eligible for additional matching funds from the state, we are required to contribute qualifying expenditures from a county source other than agricultural land transfer taxes to this program.

As the attached memorandum from Katherine Munson details, we are proposing to commit a contribution of **\$40,000** in retained Agricultural Transfer Tax revenue, along with another **\$50,000** in budgeted general fund match, for purchases of easements in the FY 24 cycle to remain certified under this program. This commitment comes from the Agricultural Transfer Tax revenue collected by the county for the sole purpose of land preservation and a suggested contribution from the General Fund. The intent of the Agricultural Transfer Tax law is to impose the tax only when the land is converted to other uses from agriculture.

There are five (5) applications submitted in this planning cycle representing 967+/- acres. As Ms. Munson notes, all county match will be complimented by the state at a 60:40 ratio up to an amount determined in the state budget process for the statewide MALPF program. That complimentary funding for the last four (4) fiscal years is detailed in the chart within Ms. Munson's comments.

Staff is respectfully recommending that the County Commissioners consider to agree to provide the suggested contribution totaling **\$90,000**. Counties need to present this letter by February 1, 2024. A draft letter for this commitment is attached with the recommended amount for President Bertino's signature.

Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners.

Attachments

1. Katherine Munson's memo, dated January 5, 2023
2. Draft Commitment Letter
3. Map of MALPF Easements

cc: Katherine Munson
Phil Thompson/Finance Director
Kim Reynolds/Budget Officer



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner *V Km*

Subject: FY24 MALPF Matching Funds

Date: December 29, 2023

The Maryland Agricultural Land Preservation Foundation (MALPF) requires certified counties to commit matching funds for the agricultural preservation easement acquisition program.

Worcester County's Agricultural Land Preservation Program has been certified as of July 1, 2004. Certified counties retain and receive more transfer tax funding for agricultural easement acquisition than non-certified counties (Worcester County is the only certified county on the lower shore). It entitles the county to retain 75% instead of 33% of the agricultural transfer tax the county collects, and to be eligible for additional matching funds from the state.

Worcester County received eight (8) applications to sell an easement in the spring of 2023 (FY24 funding cycle). Three were disqualified/rejected, five (5) have been appraised and are eligible for receiving an offer.

To meet the minimum obligations to remain certified, the county needs to commit match funds from the agricultural transfer tax revenue for purchase of easements in the FY24 cycle.

The five (5) applications represent 967+/- acres. Approximately \$2.3 million would be needed to purchase easements from all five applicants. Applicants receive funding offers in order of rank, in "round one", and in order of best bargain offered in "round 2" (state funds only). The general allotment to each county is anticipated to be about \$1.8 million for FY24.

Counties may provide matching funds. County funds are matched by the state at a 60:40 ratio (up to an amount TBD, but for the last three cycles that amount has exceeded \$1 million).

MALPF matching funds, in recent years:

Year	General Fund	Ag Transfer Tax Revenue	Match provided by the state
FY23	\$50,000.00	\$25,000.00	\$112,500.00
FY22	\$48,459.00	\$140,000.00	\$282,689.00
FY21	\$0.00	\$100,000.00	\$150,000.00
FY20	\$51,000.00	\$15,000.00	\$99,000.00

The Agricultural Transfer Tax was established solely to fund agricultural preservation and may only be used for that purpose. Funds not used within six years must be remitted to the state. As of December 30, 2023, the county’s Agricultural Transfer Tax revenue balance was \$126,143.45. This account will be billed \$82,473.80 for two easement purchases not yet settled (from FY22 and FY23).

We recommend that the FY24 match consist of:

- \$40,000 from the Agricultural Transfer Tax Revenue
- \$50,000 in general fund match

I have attached a map showing the location of FY24 applicant properties.

The county must provide a matching funds commitment by **February 1, 2024**. Attached is a letter to be signed by the appropriate county representative.

Please contact me should you have any questions. Thank you for your attention to this matter.

Attachments

DRAFT

January 8, 2024

Michelle Cable, Executive Director
Maryland Agricultural Land Preservation Foundation
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

RE: FY24 Local Matching Funds

Dear Ms. Cable:

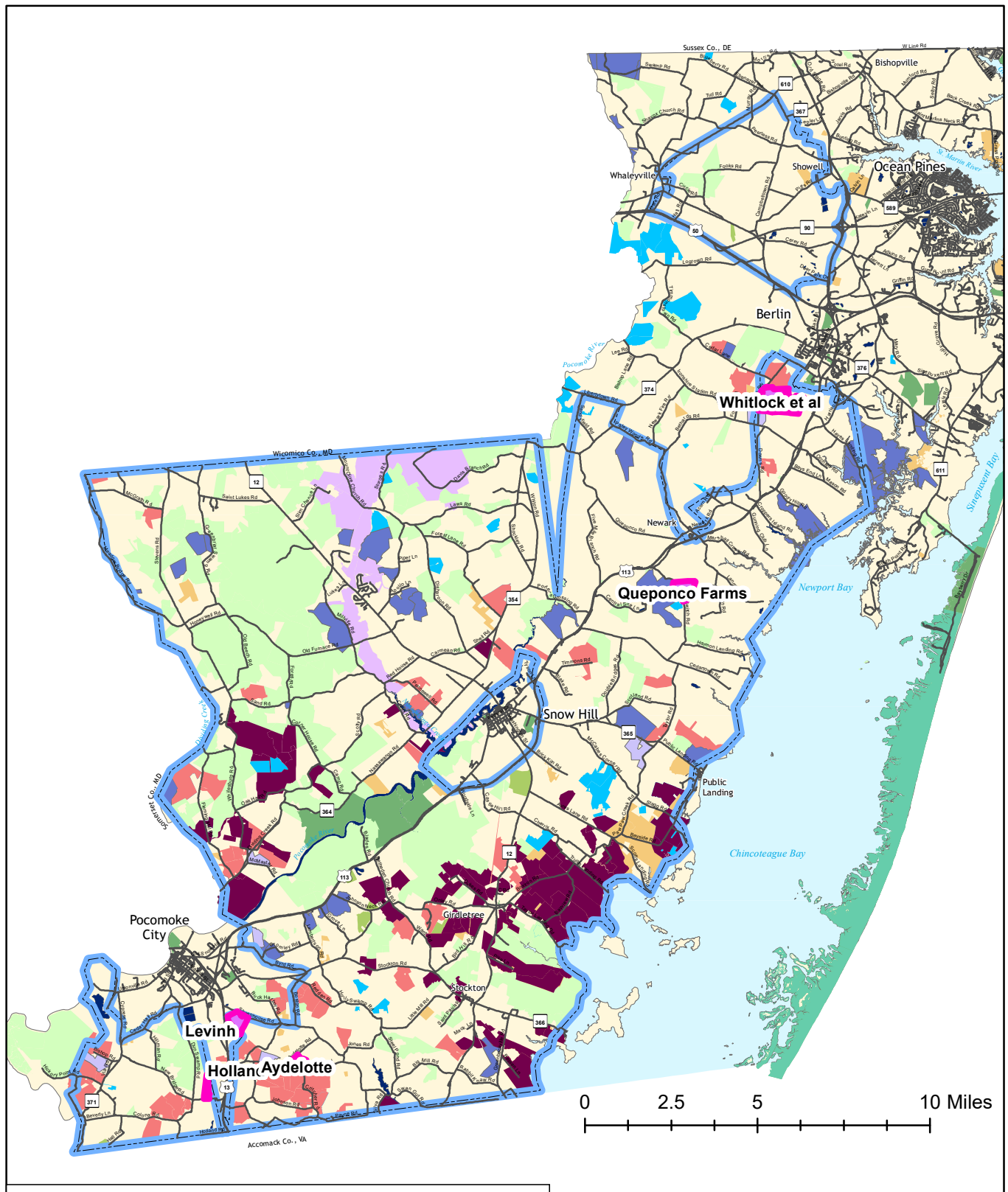
Worcester County's commitment of local matching funds for MALPF's FY24 easement acquisition program shall be \$90,000. This represents: an estimate of retained Agricultural Land Transfer Tax revenue balance of \$40,000 and \$50,000.00 in general funds.














If you have any questions regarding this commitment, please do not hesitate to contact Katherine Munson at 410-632-1220, ext 1302.

Sincerely,

Anthony Bertino
President
County Commissioners of Worcester County

MALPF FY24 Applicant Properties and Protected Lands, Worcester County, MD



- | | | | |
|---|----------------------------|---|---------------------------------|
|  | FY 24 Applicants |  | Federal Lands |
|  | Priority Preservation Area |  | Parks |
|  | <all other values> |  | DNR-held Conservation Easements |
|  | MALPF Easement |  | State Land |
|  | Rural Legacy Easements |  | TNC |
|  | LSLT/MET Easements |  | Wetland Reserve Easements |
|  | CREP Easements | | |



Map prepared 12/29/2023
 Worcester County Dept of Environmental Programs



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

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Karen Hammer, Office Assistant V
DATE: December 20, 2023
SUBJECT: Proposed Employee Events and Programs – 2024

As you are aware, over the past several years the County Commissioners have sponsored events and programs for the Worcester County Government employees to improve morale and demonstrate their support and appreciation of County staff. These events have been extremely successful and sincerely appreciated by County employees. Therefore, I am proposing that the County Commissioners approve the following "Worcester County Government Employee Appreciation" events program for 2024:

1. Jolly Roger Day – Sunday, August 06, 2023, from 10:00am until 6:00 pm. This event is at no cost to the County; we sell wristbands to County employees and their family and friends at the generous pricing offered by Buddy Jenkins and the Jolly Roger staff. While prices have increased slightly, prices for 2024, estimated as follows: (\$22) per person for the day at Splash Mountain, a pass for Day Rides (2pm-6pm), one round of Treasure Mini Golf and the use of a private rear parking lot pavilion; with add-ons including (\$20) Speedworld passes – use of 3-Tracks.

2. Employee Picnic – TBD: This event replaced the Annual Shorebirds Evening
We had a first revisit to the Annual Employee picnic on Tuesday, August 29, 2023, at John Walter Smith Park. The day was very humid with rain eminent. The event was held inside the Rec. Department. The air conditioning was a blessing. The Jail provided hamburger and hot dogs and sides. We had 174 employees/family members RSVP for this event. Many games were set up around and inside the track, corn hole, pickleball, children's bounce house area, face painting, the mobile Library, and a live band for dancing. Kona Ice came for an hour for all to enjoy. The Rec. Department, the Jail and all the employee volunteers made this event a huge, happy success! Special thanks to Commissioners Elder, Purnell and Fiori for attending and extending appreciation to the County Employees.

Possible suggestions for the next Employee Picnic -To instill Employee appreciation/morale – Employees allowed to end the workday at 3:30 pm., bearing they attend the picnic. Those employees that are unable to leave work, (ie; Emergency Services, Waste Water, etc.), will have an hour of comp time added to their personal time.

We would like to extend an invitation to the Commissioners to participate in this event, mingling with the employees or helping with games or serving food, conveying a message of appreciation to all who serve in keeping the County running smoothly.

Employee Picnic Costs for 2023:

Food bill from the jail- \$ 1349.93
 Kona Ice – \$2/cup - \$225.00
 Bouncy House - \$249
 Live Band - Classic Vibe - \$400
 Cakes/Cookies/Plates Etc. – Sam’s Club - \$263.10

Total Cost - \$2487.03

3. Maui Jack’s Waterpark, Chincoteague, VA – 2024 Season

At no cost to the County – The County becomes a Corporate Partner to Maui Jack’s for the 2024 Summer Season. The County would sign up to be a Corporate Partner with zero cost to the County, allowing all County employees to present their badge at the Maui Jack’s Water park entrance and receive discounted tickets for the employee and 3 additional people at \$20/ person.

See Attached information.

4. Walmart Holiday Gift Cards –

The last two years the County has allocated \$75 Walmart Gift Cards to all County Employees. Employees use this gift card to ease the burden of the increasing prices on groceries for their holiday meals. Since there still seems to be an increase in all food, paper products and sustainable’s, it has been recommended to increase the Gift Card amount to \$100/employee.

For the 2023 holiday season there were 715 employees who received \$75 gift cards - \$53,625.

Potential projected cost for 2024 Gift Card Season @ \$100/employee - \$71,500.

Or –

A different suggestion has been to include a Holiday bonus in each employee’s paycheck.

Although this would be taxed, therefore the employee is not receiving the true amount being offered.

The Holiday Gift Card allocation will be part of the FY25 budget discussions.

Thank you for your consideration.

CORPORATE PARTNER

Maui Jack's Waterpark can offer your employees a valuable benefit at no cost to you!

Our Corporate partner program provides your employees an entire summer of fun with a fast, easy way to purchase tickets at a discounted rate!

All that is required is an authorized representative from your organization or business to sign up for a Corporate Partnership for the 2024 season.

We are happy to offer you and up to 3 additional guests the discounted rate of \$20/pp by showing your employee Badge at the ticket window.

Rochelle Hathway
Director of Group Sales

(757) 336-1800
6742 Maddox Blvd,
Chincoteague Island, VA 23336



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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

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

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

Please let me know if there are any questions.

Attachments

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

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

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

October 20, 2023

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

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

Dear Mr. Baker:

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

Task 1: Base Survey & Preliminary Engineering Design

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

Task 2: Permitting

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

Task 3: Final Engineering Design

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

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

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

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

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

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

By: *John W. Salm, III*

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

Attachments: Standard Provisions (August 2023)

STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

ITEM 7

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

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

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

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

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

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

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

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

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

ITEM 7

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

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

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

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

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

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

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

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

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

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

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



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: January 16, 2024
RE: Request to Bid – Mystic Harbour Backwash Pond Cleaning

Attached for your review and approval are bid documents to contract for the Mystic Harbour Water Treatment Plant (WTP) Backwash Pond cleaning of all iron sludge, sediment, vegetation, and debris. 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 under account 545.9010.090.

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:	Mystic Harbour Water Treatment Plant Backwash Pond Cleaning
DEPARTMENT:	Public Works – Water & Wastewater

VENDOR:

NAME:	_____
ADDRESS:	_____

BID OPENING:

DATE:	_____
TIME:	_____

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the Mystic Harbour Water Treatment Plant (WTP) Backwash Pond cleaning of all iron sludge, sediment, vegetation, and debris located at 9624 Stephen Decatur Highway, Berlin, MD 21811 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 compiled 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: **MYSTIC HARBOUR WATER TREATMENT PLANT BACKWASH POND CLEANING** 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 for the Mystic Harbour Water Treatment Plant (WTP) Backwash Pond cleaning at 9624 Stephen Decatur Highway, Berlin, MD 21811 in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

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

C. SUMMARY

1. The Worcester County Commissioners are proposing to have the Mystic Harbour Water Treatment Plant (WTP) Backwash Pond cleaned of all iron sludge, sediment, vegetation, and debris.
2. The backwash pond was built in March of 2007 and is approximately 31,000sqft, the total depth is approximately 7' (Please refer to attached as-built record drawings).
3. The backwash pond is lined with a 30mil HDPE liner. The backwash pond takes iron sludge from the water treatment plant.
4. The pond was cleaned last in late November of 2014.
5. The Successful Vendor will be responsible for providing all labor, material, and equipment necessary to remove, transport, and clean the iron sludge, sediment, vegetation, and debris from the basin.
6. No heavy equipment is permitted on the liner. Any damage caused to the basin or liner by the Successful Vendor shall be repaired to the owner's satisfaction at no cost to the owner.
7. All removed material is to be hauled by the Successful Vendor to our Landings Wastewater Treatment Plant drying beds, located at 8731 Stephen Decatur Highway Berlin, MD 21811.
 - a. One alternative location for hauling material is the Worcester County Landfill located at 7091 Central Site Lane, Newark, MD 21841. The bidder is responsible for obtaining any permits necessary to haul the removed material.
8. The Successful Vendor will be required to schedule in coordination with the Water Treatment Plant Superintendent on the backwash cycle to minimize plant downtime.
9. The Successful Vendor is to schedule work during operating hours, 7:30am-4pm, Monday-Friday.
 - a. No work is to be completed over the weekend. The project duration is one (1) week, five (5) working days.

D. GENERAL REQUIREMENTS

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

E. ATTACHMENTS

1. Mystic Harbour Backwash Pond Relocation As-built Record Drawings

F. PRE-PROPOSAL CONFERENCE

1. A pre-proposal meeting will be held on _____, at 10:00 AM at the Mystic Harbour Site, located at 9624 Stephen Decatur Highway, Berlin, 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 “MYSTIC HARBOUR WATER TREATMENT PLANT BACKWASH POND CLEANING” 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 all equipment, material, and labor to clean out iron sludge, sediment, debris, and vegetation from the Mystic Harbour Water Treatment Plant Backwash Pond as stated in the Bid Specifications	
2	Cost of Hauling to Landings WWTP	
TOTAL		

ALTERNATE ITEM

ITEM	DESCRIPTION	EXTENDED PRICE
1	Cost of Hauling to Worcester County Landfill	

Vendor agrees to have the Work completed within 5 working 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.

MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES

BACKWASH BASIN RELOCATION

WORCESTER COUNTY DEPT. OF PUBLIC WORKS

TENTH TAX DISTRICT, BERLIN, WORCESTER COUNTY, MARYLAND

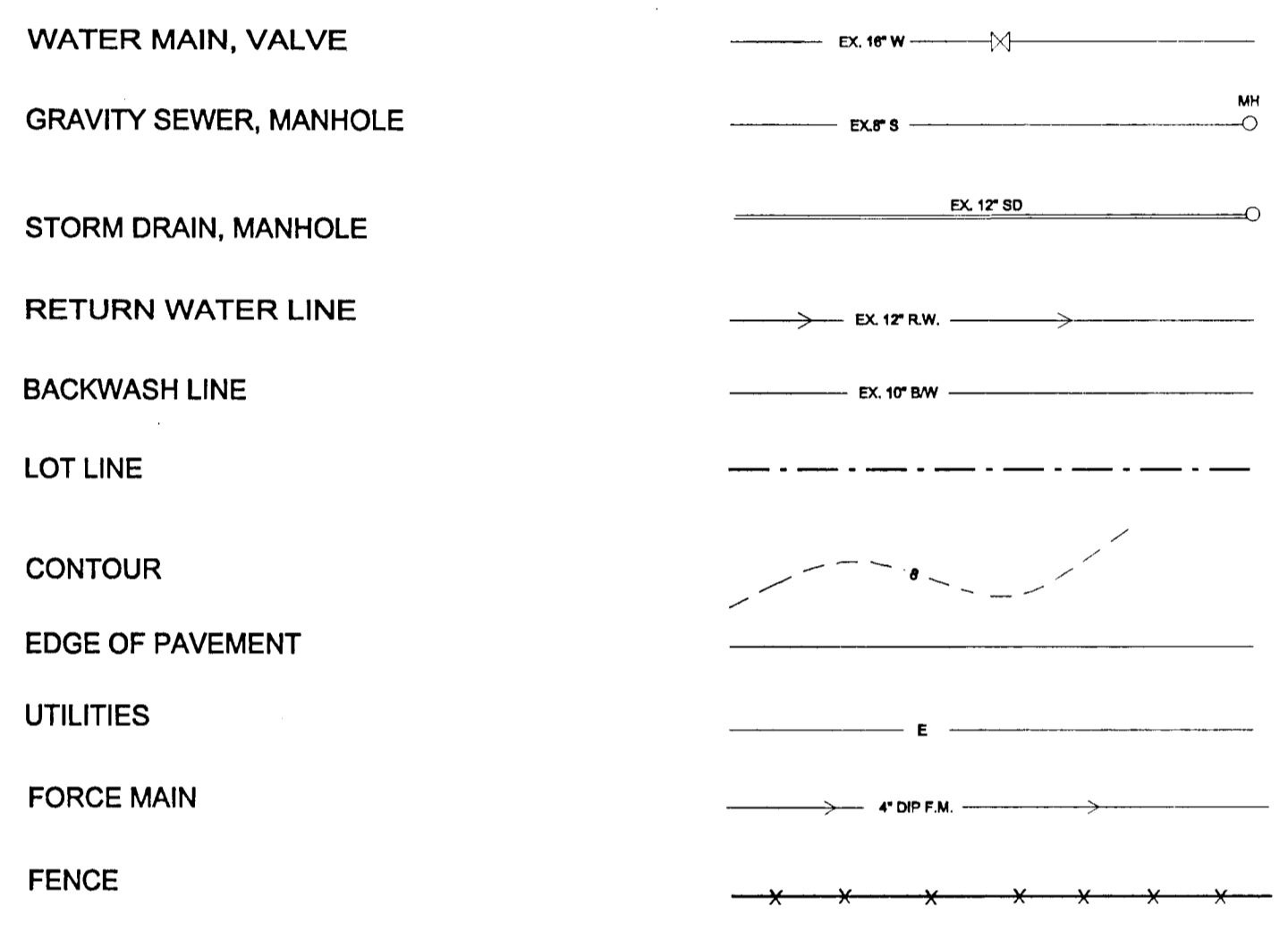
GENERAL NOTES :

1. ALL WORK REQUIRED BY THESE DOCUMENTS (DRAWINGS AND SPECIFICATIONS) SHALL BE NEW. WHEREVER THE WORD "PROPOSED" IS USED IT IS CONSIDERED INTERCHANGEABLE WITH THE WORD "NEW" AND IS INCLUDED IN THE REQUIRED WORK.
2. ALL ELEVATIONS, TOPOGRAPHY AND ALIGNMENTS SHOWN ARE BASED UPON THE EXISTING CONDITIONS AND TOPOGRAPHIC SURVEY AND PRELIMINARY PLAT PREPARED BY FRANK LYNCH AND ASSOCIATES, DATED NOV. 2001 AND THE GRADING PLAN PREPARED BY R.D. HAND AND ASSOC., INC., DATED 10/31/01. THE ENGINEER DOES NOT WARRANT THAT THIS INFORMATION IS ENTIRELY CORRECT. AS-BUILT INFORMATION SHOWN BY JWSE, HAS BEEN PROVIDED BY THE OWNER'S CONTRACTOR. JWSE DOES NOT WARRANT THAT AS-BUILT INFORMATION PROVIDED BY OTHERS IS ENTIRELY CORRECT.
3. UNLESS OTHERWISE NOTED, ALL ELEVATIONS FOR GRAVITY, STORM AND SANITARY SEWER PIPES ARE INVERTS AND ALL ELEVATIONS FOR PRESSURE WATER OR FORCE MAINS ARE TOP OF PIPE ELEVATIONS.
4. THESE DRAWINGS SHOW INFORMATION REGARDING UNDERGROUND UTILITIES WHICH EXIST ALONG THE LINES OF WORK. THE LOCATION OF UTILITIES SHOWN HAS BEEN PROVIDED FROM THE BEST AVAILABLE RECORDS AND SHALL BE VERIFIED BY THE CONTRACTOR TO HIS SATISFACTION PRIOR TO CONSTRUCTION. THE OWNER SHALL BE GIVEN NOTIFICATION BY THE CONTRACTOR PRIOR TO TEST PITTING. THE OWNER AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION. IF THE CONTRACTOR RELIES ON SAID INFORMATION HE DOES SO AT HIS OWN RISK. THE GIVING OF THE INFORMATION ON THESE DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO SUPPORT AND PROTECT ALL EXISTING UTILITIES AND APPURTENANCES. SHOULD ANY EXISTING UTILITIES BE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPAIR THE DAMAGE CAUSED, TO THE UTILITY OWNER'S SATISFACTION, AT THE CONTRACTOR'S EXPENSE.
5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THESE DRAWINGS AND SPECIFICATIONS, AND TO ALL APPLICABLE REQUIREMENTS OF WORCESTER COUNTY, WORCESTER COUNTY DEVELOPMENT REVIEW, WORCESTER COUNTY WATER AND WASTEWATER SERVICES, WORCESTER COUNTY ROADS, MARYLAND STATE HIGHWAY ADMINISTRATION, MARYLAND DEPARTMENT OF THE ENVIRONMENT, MARYLAND DEPARTMENT OF NATURAL RESOURCES, THE ARMY CORP. OF ENGINEERS AND THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY, ALONG WITH ANY OTHER REGULATORY BODY THAT HAS JURISDICTION.
6. ALL DISTURBED AREAS SHALL BE SMOOTHLY GRADED TO PROVIDE POSITIVE DRAINAGE, AWAY FROM PROPOSED STRUCTURES, AND SHALL BE STABILIZED WITH TOPSOIL, SEED AND MULCH, EXCEPT IN AREAS CALLING FOR PAVING. IF SETTLEMENT OCCURS, THE AREA OF SETTLEMENT SHALL BE RESTORED TO GRADE, RESEEDED AND REMULCHED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL PROVIDE SEED TYPE AS SPECIFIED.
7. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATIONS FROM THESE DRAWINGS AND SPECIFICATIONS.
8. THE CONTRACTOR SHALL PROVIDE NECESSARY STAKE OUT OF LINE AND GRADE FOR CONSTRUCTION.
9. THE OWNER RESERVES THE RIGHT TO AWARD OTHER CONTRACTS OR PERFORM OTHER WORK IN THE VICINITY OF WORK DESIGNATED ON THESE DRAWINGS. THE CONTRACTOR SHALL COOPERATE WITH AND COORDINATE HIS OPERATIONS WITH OTHER CONTRACTORS OR WORKMEN EMPLOYED BY THE OWNER.
10. NO INFORMATION REGARDING DEPTH TO ANY TEMPORARY OR PERMANENT GROUND WATER TABLE IS PROVIDED ON THESE DRAWINGS. THE CONTRACTOR SHALL INVESTIGATE TO HIS SATISFACTION THE SITE CONDITIONS REGARDING THE DEPTH TO GROUND WATER. GENERALLY, PIPING, TRENCH AND STRUCTURE CONSTRUCTION SHALL BE PROSECUTED IN A DEWATERED STATE, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ALL EXCAVATIONS FOR MANHOLES AND OTHER CHAMBERS SHALL BE CONTINUALLY DEWATERED UNTIL THE BACKFILL OPERATION HAS BEEN COMPLETED. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR TEST PITTING.
11. IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THE PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH WORK.
12. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING, TWO (2) DAYS PRIOR TO BEGINNING ANY WORK SHOWN ON THESE DRAWINGS.

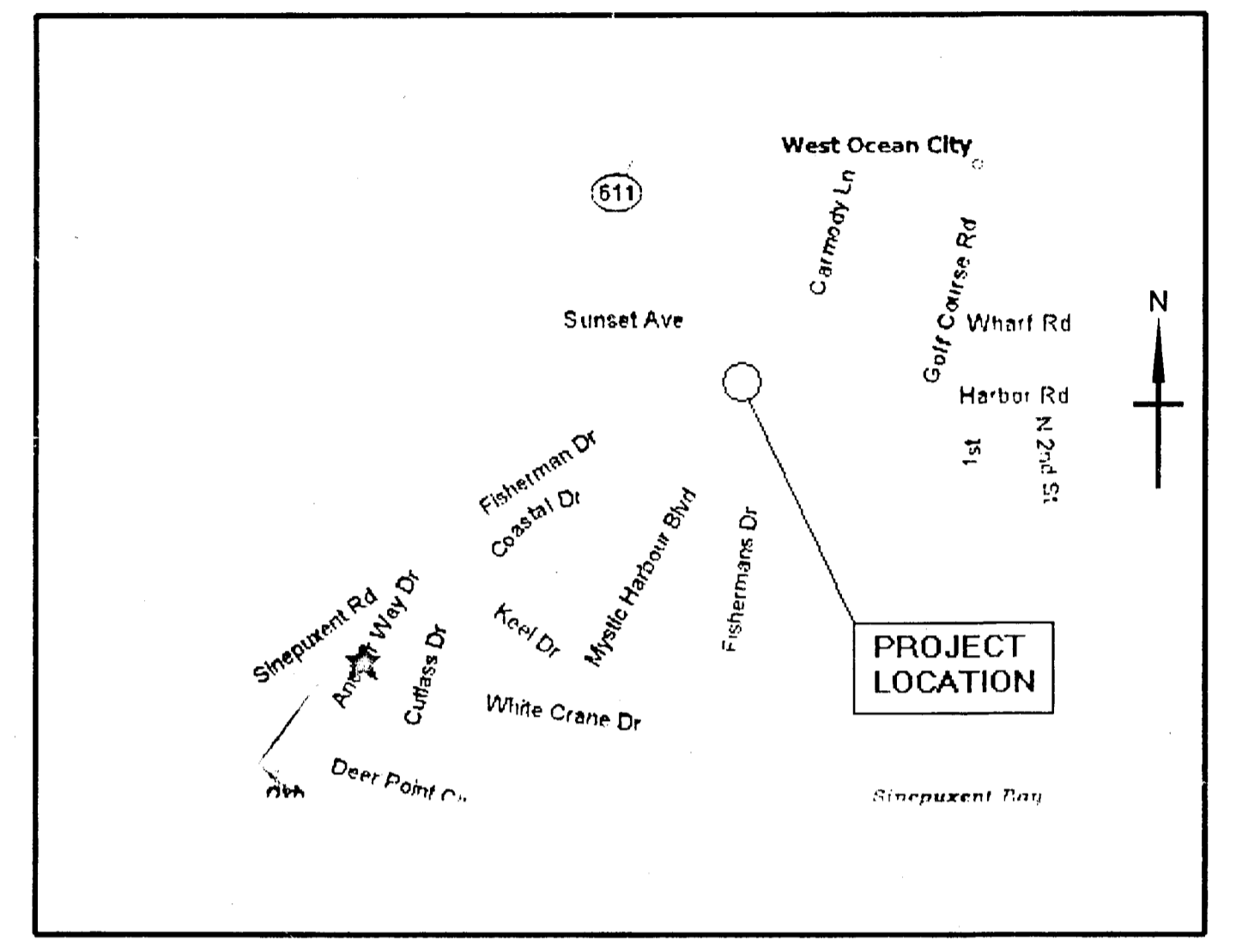
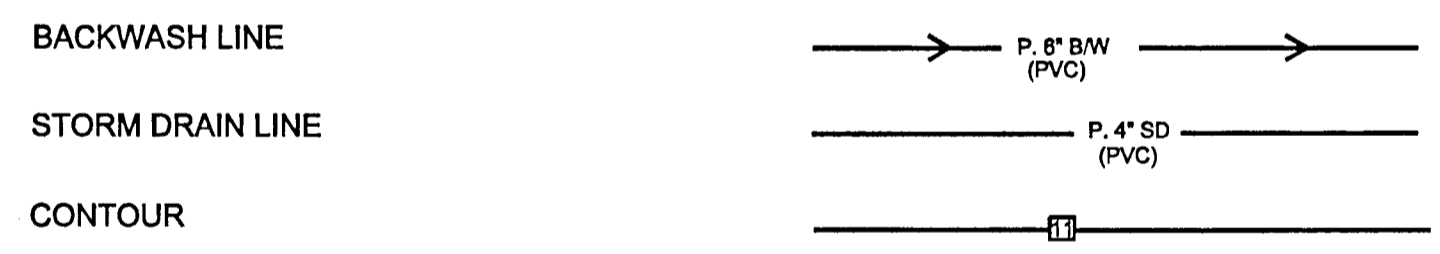
A) WORCESTER COUNTY DEPT. OF PUBLIC WORKS	(410) 641.5251
B) MISS UTILITY	(800) 441-8355
C) J. W. SALM ENGINEERING, INC.	(302) 436-7570
D) M.H. UTILITIES CORP.	(410) 213-1900
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS RESULTING FROM ANY EARTH MOVING AND/OR TEMPORARY STOCKPILING OF EARTH OR OTHER MATERIALS ON SITE. STOCKPILE SITES ARE DESIGNATED BY THE ENGINEER ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVISING THE SOIL EROSION AND SEDIMENT CONTROL PLAN, SHOULD THE CONTRACTOR DEVIATE FROM THESE DRAWINGS.
14. THESE DRAWINGS, THE DESIGN AND CONSTRUCTION FEATURES DISCLOSED ARE PROPRIETARY TO J. W. SALM ENGINEERING, INC. AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. COPYRIGHT, LATEST DATE HEREON. ANY DRAWING, REPRODUCTION, PLOT, ETC., WITHOUT A WET INK SIGNATURE AND SEAL IS NOT CERTIFIED BY J.W. SALM ENGINEERING AS TO ACCURACY AND AUTHENTICITY.
15. TRENCH COMPACTION FOR ALL UTILITIES SHALL BE AS FOLLOWS:
 - A. FOR AREAS WITHIN THE ROAD RIGHT-OF-WAY: 95% OF MODIFIED PROCTOR DENSITY AT +/- 2% OF OPTIMUM MOISTURE CONTENT.
 - B. FOR NON-RIGHT-OF-WAY AREAS: 90% OF MODIFIED PROCTOR DENSITY AT +/- 3% OF OPTIMUM MOISTURE CONTENT.
16. THE CONTRACTOR SHALL PRESSURE TEST AND CHLORINATE AND TEST ALL WATER MAINS IN THE PRESENCE OF WORCESTER COUNTY, IN ACCORDANCE WITH WORCESTER COUNTY STANDARDS. COPIES OF ALL TEST REPORTS, INCLUDING BACTERIOLOGICAL TESTING, SHALL BE PROVIDED TO WORCESTER COUNTY. SAMPLES SHALL BE COLLECTED AND SENT FOR TESTING BY WORCESTER COUNTY.
17. THE CONTRACTOR SHALL PROVIDE CUT SHEETS FOR ALL WATER, SEWER & STORM DRAIN CONSTRUCTION. CUT SHEETS SHALL BE PREPARED BY A LICENSED SURVEYOR & PROVIDED TO THE ENGINEER FOR REVIEW, PRIOR TO INSTALLING PIPE OR STRUCTURES.

LEGEND :

EXISTING FEATURES



PROPOSED FEATURES



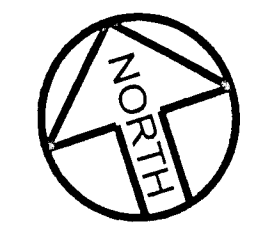
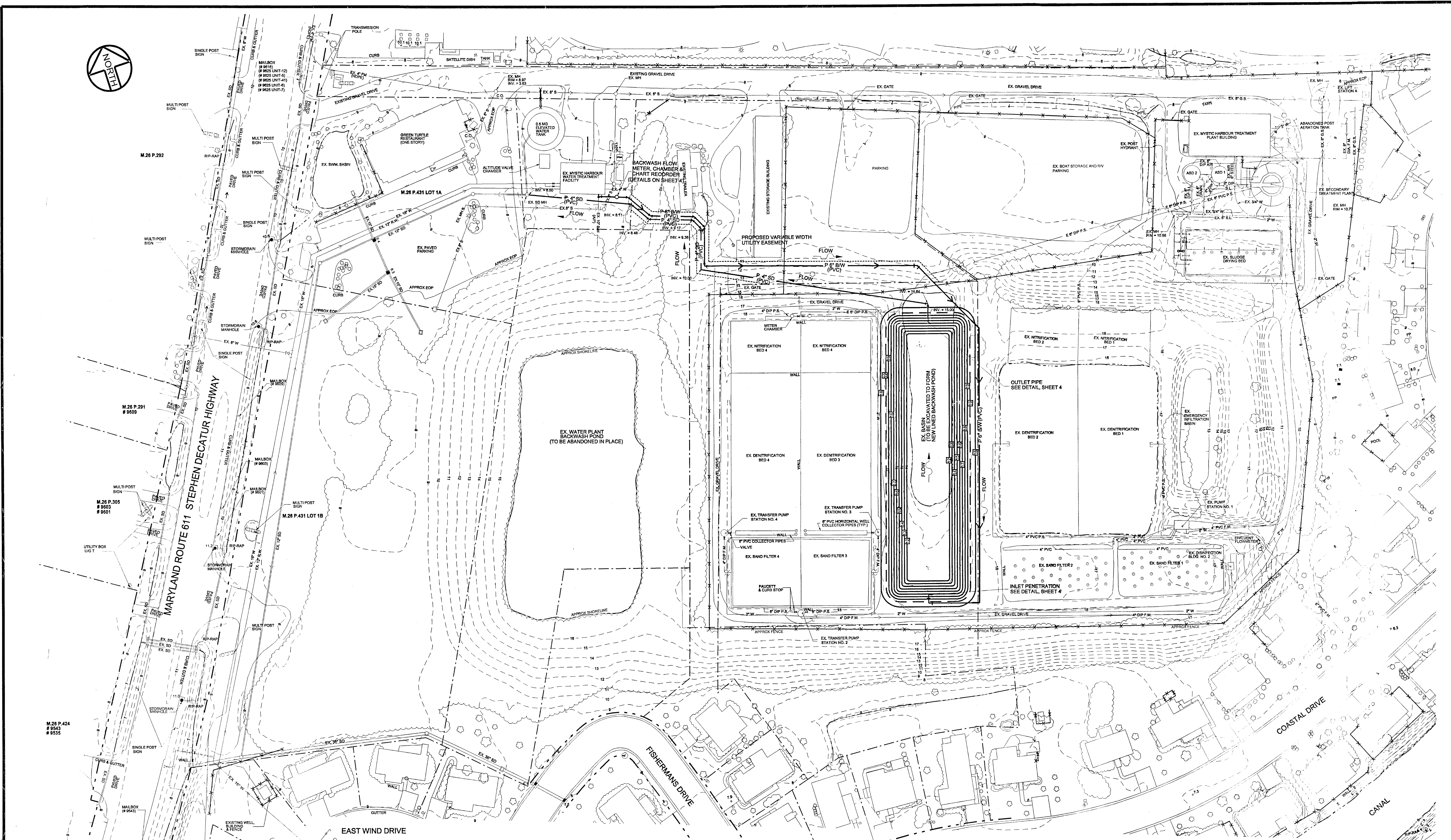
VICINITY MAP
SCALE : 1" = 1,261 FT.

INDEX OF DRAWINGS:

DRAWING No.:	SHEET No.:	TITLE
109-01-101	1 of 5	COVER SHEET, NOTES, LEGEND, INDEX, AND VICINITY MAP
109-01-102	2 of 5	OVERALL PLAN
109-01-103	3 of 5	WTP PARTIAL SITE PLAN
109-01-104	4 of 5	DETAILS, SUBMITTAL NOTES AND SCHEDULE
109-01-105	5 of 5	LINER PANEL LAYOUT AND DETAILS

AS-BUILT

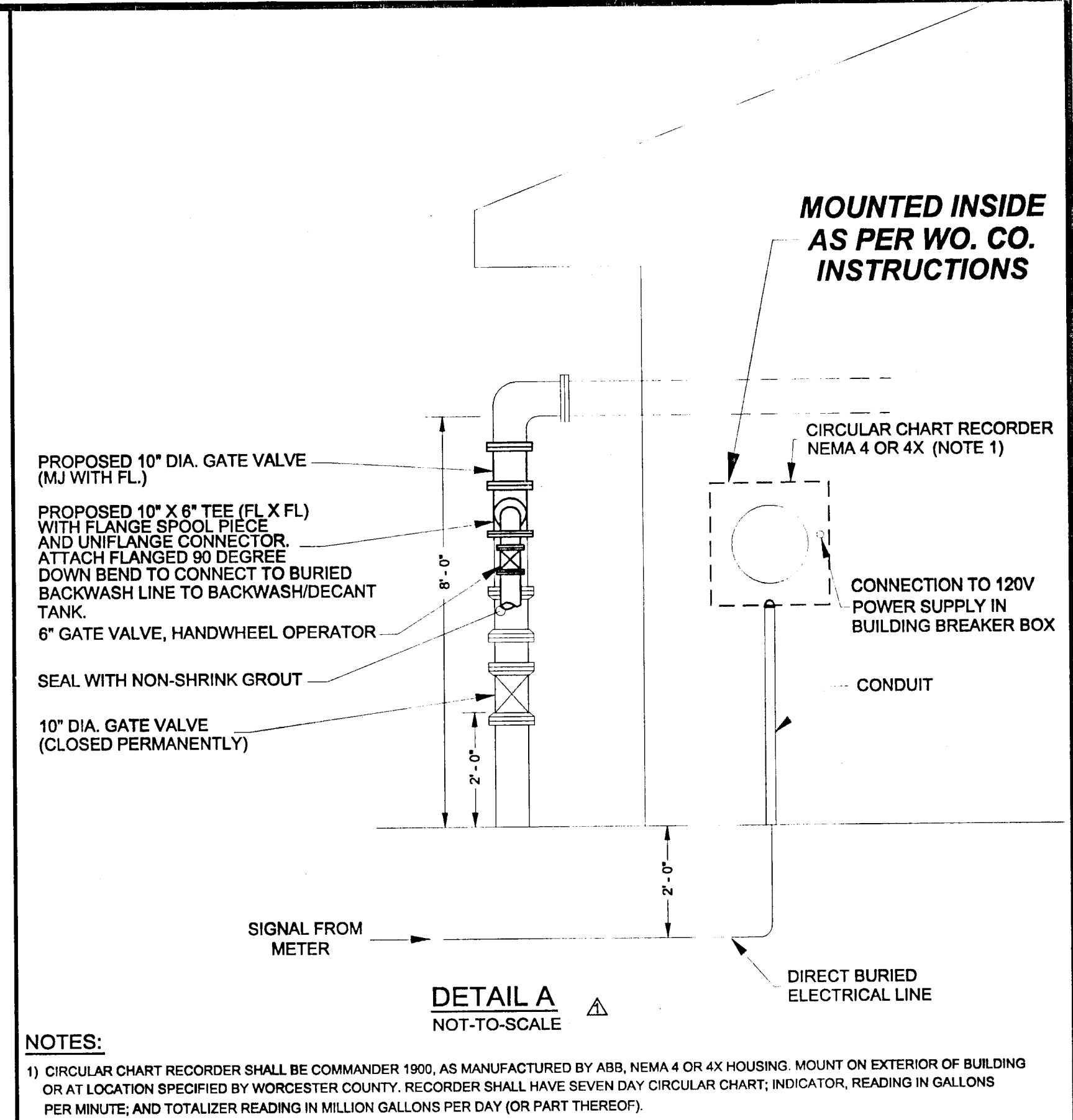
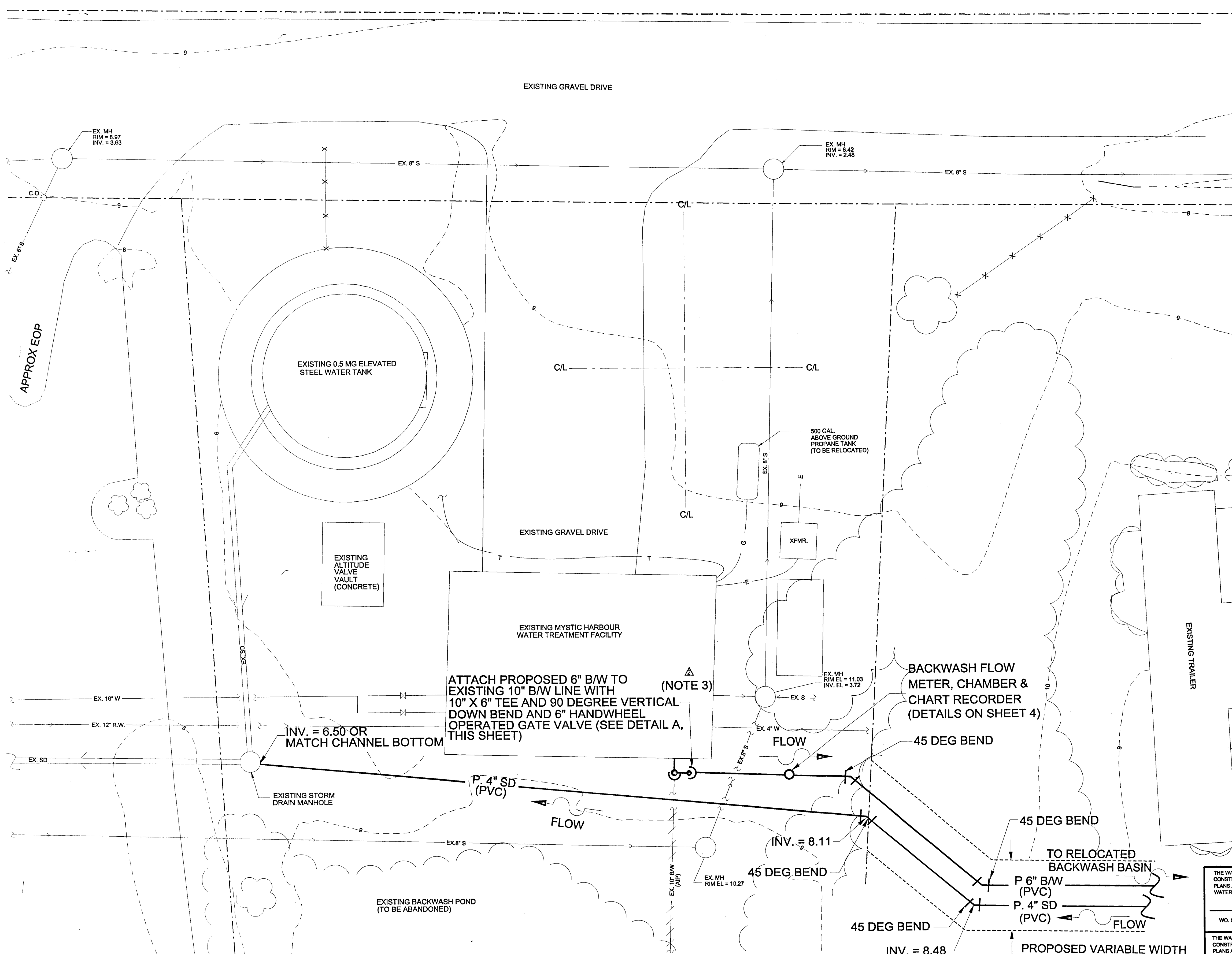
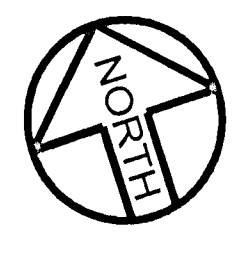
<p>OWNER: WORCESTER COUNTY DEPT. OF PUBLIC WORKS 1000 SHORE LANE BERLIN, MD 21811 PHONE : 410.641.5251</p>	<p>APPLICANT: M.H. UTILITIES CORP. 9428 STEPHEN DECATUR HWY. BERLIN, MD 21811 PHONE : 410.213.1900</p>	<p>ENGINEER: J. W. SALM ENGINEERING, INC. P.O. BOX 129 65 NORTH DUPONT HIGHWAY SELBYVILLE, MD 19975 PHONE : 302.436.7570</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES</td> <td style="font-size: 8px;">DESIGNED BY: SK</td> <td style="font-size: 8px;">DRAWN BY: MG</td> <td style="font-size: 8px;">CHECKED BY: JWS3</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"> COVER SHEET, NOTES, LEGEND, INDEX AND VICINITY MAP MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND J. W. SALM ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975 </td> </tr> <tr> <td style="font-size: 8px;">DIRECTOR WO. CO., WATER & WASTEWATER SERVICES</td> <td colspan="3" style="font-size: 8px;">REVISIONS</td> </tr> <tr> <td style="font-size: 8px;">THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.</td> <td colspan="3" style="text-align: center;"> </td> <td style="font-size: 8px;">SCALE: AS SHOWN</td> </tr> <tr> <td style="font-size: 8px;">DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS</td> <td style="font-size: 8px;">DATE: MAR. 2007</td> <td style="font-size: 8px;">DRAWING No.: 109-01-101</td> <td style="font-size: 8px;">SHEET No.: 1 of 5</td> <td></td> </tr> </table>	THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES	DESIGNED BY: SK	DRAWN BY: MG	CHECKED BY: JWS3	COVER SHEET, NOTES, LEGEND, INDEX AND VICINITY MAP MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND J. W. SALM ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975	DIRECTOR WO. CO., WATER & WASTEWATER SERVICES	REVISIONS			THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.				SCALE: AS SHOWN	DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS	DATE: MAR. 2007	DRAWING No.: 109-01-101	SHEET No.: 1 of 5	
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DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS	DATE: MAR. 2007	DRAWING No.: 109-01-101	SHEET No.: 1 of 5																			



AS-BUILT

NOTES:
 1) 6" BW PIPE SHALL BE SDR-21 PVC PUSH-ON-JOINT PIPE. FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RETAINER GLAND. PROVIDE THRUST BLOCKS.
 2) 4" SD PIPE SHALL BE SDR-35 PVC PUSH-ON-JOINT PIPE. FITTINGS SHALL BE SCH-40 SOLVENT WELDED.
 3) DRAINING AND DECANTING OF BACKWASH POND, IF EVER REQUIRED, WILL BE VIA PORTABLE PUMP TO SAND FILTER 1, SAND FILTER 2, OR SLUDGE DRYING BED.

THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS				DESIGNED BY: SK DRAWN BY: MG CHECKED BY: JWS3				OVERALL PLAN MYSTIC HARBOUR WASTEWATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND			
THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS. DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS				REVISIONS 04/10/07 08/08/07				I. W. SALT ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975			
SCALE: 1" = 50' DATE: MAR. 2007				DRAWING No.: 109-01-102				SHEET No.: 2 of 5			



NOTES:
 1) CIRCULAR CHART RECORDER SHALL BE COMMANDER 1000, AS MANUFACTURED BY ABB, NEMA 4 OR 4X HOUSING. MOUNT ON EXTERIOR OF BUILDING OR AT LOCATION SPECIFIED BY WORCESTER COUNTY. RECORDER SHALL HAVE SEVEN DAY CIRCULAR CHART; INDICATOR, READING IN GALLONS PER MINUTE; AND TOTALIZER READING IN MILLION GALLONS PER DAY (OR PART THEREOF).

DIAMETER (Ø) OF PIPE		6" NOMINAL
HOR. ANGLE: FROM 10° TO 45°	A:	2.0 FT
HOR. ANGLE: FROM 46° TO 90°	A:	4.0 FT
TEE CONNECTION:	A:	3.0 FT
LATERAL CROSS CONNECTION:	A:	3.0 FT
	B:	6.0 FT
VERTICAL BEND #5 BAR:	A:	AS SHOWN

THRUST BLOCK DETAIL
 (REF. AWWA C600)
 NOT TO SCALE

- 1) ALL HORIZONTAL BENDS SHALL HAVE CONCRETE THRUST BLOCKS WITH MINIMUM BEARING AREAS AGAINST UNDISTURBED SOIL AS SHOWN IN THIS DRAWING.
- 2) BEARING AREAS ARE BASED UPON UNDISTURBED SOIL WITH A MINIMUM BEARING CAPACITY OF 0.5 TONS PER SQUARE FOOT. FOR LESSER SOIL CAPACITY, THESE AREAS SHALL BE INCREASED ACCORDINGLY.
- 3) THRUST BLOCKS SHALL BE POURED DIRECTLY AGAINST TRENCH WALLS.
- 4) NO JOINT SHALL BE COVERED WITH CONCRETE.
- 5) CONCRETE SHALL BE OF A MINIMUM OF 2500 P.S.I. STRENGTH.

- NOTES:**
- 1) 6" B/W PIPE SHALL BE SDR-21 PVC PUSH-ON-JOINT PIPE. FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RETAINER GLAND. PROVIDE THRUST BLOCKS.
 - 2) 4" SD PIPE SHALL BE SDR-35 PVC PUSH-ON-JOINT PIPE. FITTINGS SHALL BE SCH-40 SOLVENT WELDED.
 - 3) EXISTING BYPASS VALVE INSIDE BUILDING, NORMALLY CLOSED.

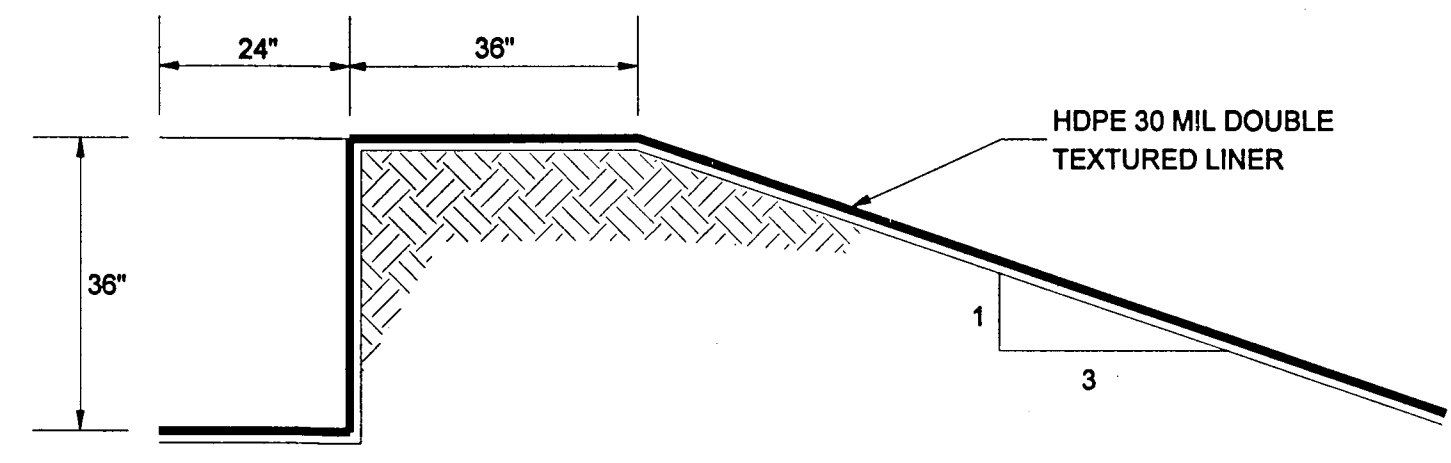
AS-BUILT

PLAN
 SCALE: 1" = 10'

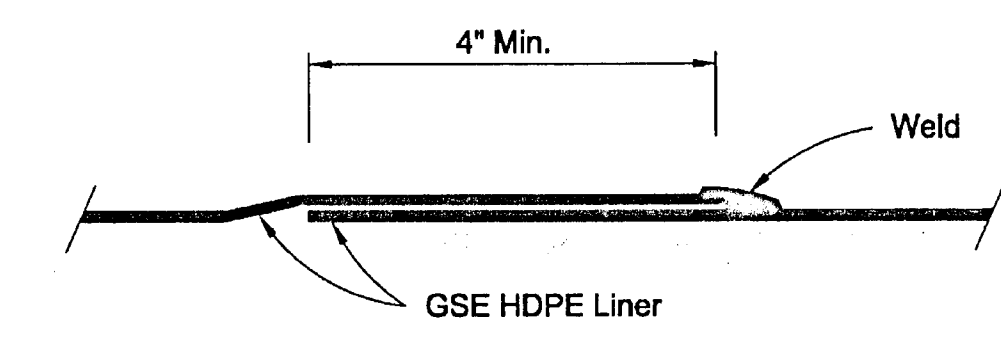
THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES		DESIGNED BY: SK	DRAWN BY: MG	CHECKED BY: JWS3	WTP PARTIAL SITE PLAN MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND J. W. SALM ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975
DIRECTOR WO. CO., WATER & WASTEWATER SERVICES		REVISIONS Δ 04/10/07 Δ 06/08/07			
THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.		STATE OF MARYLAND JOHN W. SALM, III PROFESSIONAL ENGINEER LICENSE NO. 19731			SCALE: AS SHOWN DATE: MAR. 2007 DRAWING No.: 109-01-103 SHEET No.: 3 of 5
DIRECTOR WO. CO., DEPARTMENT OF PUBLIC WORKS					

SUBMITTALS

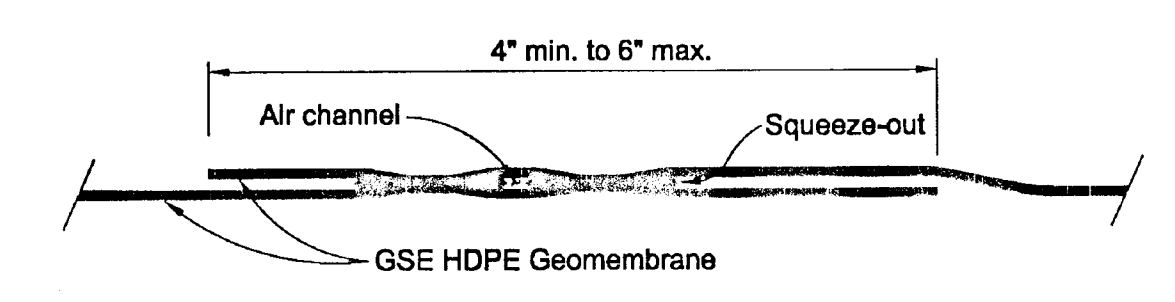
- 1) SHOP DRAWINGS (SUBMIT SEVEN [7] COPIES)**
- SHOP DRAWINGS SHALL BE ORIGINAL DRAWINGS, PREPARED BY THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR DISTRIBUTOR, WHICH ILLUSTRATE SOME PORTION OF THE WORK, SHOWING, FABRICATION, LAYOUT, SETTING OR ERECTION DETAILS.
 - PRESENT SHOP DRAWINGS IN A CLEAR AND THOROUGH MANNER. DETAILS SHALL BE IDENTIFIED BY REFERENCE TO SHEET AND DETAIL OR SCHEDULE SHOWN ON THESE DRAWINGS.
 - REPRODUCTIONS OF MARKED CONTRACT DRAWINGS WILL NOT BE ACCEPTABLE.
 - THE CONTRACTOR SHALL SUBMIT THE SPECIFIED NUMBER OF COPIES OF SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL. AT THE TIME OF SUBMISSION, THE CONTRACTOR SHALL CALL TO THE ENGINEER'S ATTENTION, IN WRITING, ANY DEVIATIONS THAT THE SHOP DRAWINGS MAY HAVE FROM THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. ALL SHOP DRAWINGS SHALL BE SUBMITTED WITH AN INDEX AND A COVER LETTER MARKED EITHER "SUBMITTED AS SPECIFIED" OR "SUBMITTED AS EQUAL TO SPECIFIED".
 - EACH COPY OF THE SHOP DRAWINGS SHALL BE MARKED TO IDENTIFY ALL OPTIONS OR FEATURES THE EQUIPMENT WILL CONTAIN.
 - ALL SHOP DRAWINGS, REGARDLESS IF "SUBMITTED AS SPECIFIED" OR "SUBMITTED AS EQUAL TO SPECIFIED", SHALL BE FURNISHED WITH COMPLETE, SPECIFIC DETAILED INFORMATION FROM THE MANUFACTURER OR SUPPLIER OF THE MATERIAL OR EQUIPMENT THE CONTRACTOR PROPOSES TO FURNISH, IN WHICH THE REQUIREMENTS OF THE SPECIFICATIONS ARE CLEARLY SHOWN TO BE MET. THIS SHALL INCLUDE A POINT BY POINT COMPARISON WITH THE DETAIL REQUIREMENTS OF THE SPECIFICATIONS.
 - WHERE ANY ARTICLE IS SPECIFIED BY TRADE NAME OR NAME OF MANUFACTURER, WITH OR WITHOUT THE CLAUSE "OR EQUAL", IT IS INTENDED TO ESTABLISH THE QUALITY OF THE ARTICLE. THE CONTRACTOR MAY PROPOSE TO USE MATERIAL OR EQUIPMENT OF ANY OTHER MANUFACTURER AS AN "OR EQUAL" TO MATERIALS OR EQUIPMENT SPECIFIED.
 - SUBSTITUTION OF EQUIPMENT OR MATERIALS OTHER THAN THOSE SPECIFIED WILL BE CONSIDERED, PROVIDING, IN THE OPINION OF THE ENGINEER, SUCH EQUIPMENT OR MATERIAL IS EQUAL TO OR BETTER THAN THAT SPECIFIED. THE DECISION OF THE ENGINEER WITH RESPECT TO APPROVAL OR DISAPPROVAL OF ANY MATERIAL OR EQUIPMENT PROPOSED TO BE SUBSTITUTED AS AN "OR EQUAL" IS FINAL. THE CONTRACTOR SHALL HAVE NO CLAIM OF ANY SORT BY REASON OF SUCH DECISION.
 - IF THE CONTRACTOR PROPOSES TO SUBSTITUTE MATERIALS OR EQUIPMENT AS AN "OR EQUAL" TO THOSE SPECIFIED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, IN ADDITION TO THE REQUIRED INFORMATION LISTED ABOVE, A POINT BY POINT COMPARISON OF THE MATERIAL OR EQUIPMENT SPECIFIED ON THESE DRAWINGS WITH THAT PROPOSED TO BE SUBSTITUTED. THE BURDEN OF RESPONSIBILITY IN FURNISHING THIS INFORMATION IS WITH THE CONTRACTOR.
- 2) PRODUCT DATA (SUBMIT SEVEN [7] COPIES)**
- CLEARLY MARK EACH COPY TO IDENTIFY PERTINENT PRODUCTS OR MODELS. DELETE BY CLEARLY MARKING ALL NON-APPLICABLE INFORMATION. SHOW PERFORMANCE CHARACTERISTICS AND CAPACITIES. SHOW DIMENSIONS AND CLEARANCES REQUIRED. SHOW WIRING AND PIPING DIAGRAMS AND CONTROLS.
 - MANUFACTURER'S STANDARD SCHEMATIC DRAWINGS AND DIAGRAMS SHALL BE MODIFIED TO DELETE INFORMATION NOT APPLICABLE TO THE WORK AND BE SUPPLEMENTED TO PROVIDE INFORMATION SPECIFICALLY APPLICABLE TO THE WORK.
 - MANUFACTURER'S CATALOG SHEETS, BROCHURES, DIAGRAMS, ILLUSTRATIONS AND OTHER STANDARD DESCRIPTIVE DATA SHALL BE CLEARLY MARKED TO IDENTIFY PERTINENT MATERIALS, PRODUCTS OR MODELS AND SHOW DIMENSIONS AND CLEARANCES REQUIRED.
- 3) CERTIFICATIONS (CERTIFICATES OF COMPLIANCE) (SUBMIT SEVEN [7] COPIES)**
- THE ENGINEER MAY PERMIT USE, BEFORE SAMPLING, AND TESTING OF CERTAIN MATERIALS OR ASSEMBLIES ACCOMPANIED BY CERTIFICATES OF COMPLIANCE STATING THAT SUCH MATERIALS OR ASSEMBLIES FULLY COMPLY WITH THESE DRAWINGS. THE CERTIFICATE SHALL BE SIGNED BY THE MANUFACTURER. EACH LOT OF MATERIALS OR ASSEMBLIES DELIVERED MUST BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE IN WHICH THE LOT IS CLEARLY IDENTIFIED.
 - MATERIALS OR ASSEMBLIES USED ON THE BASIS OF CERTIFICATES OF COMPLIANCE MAY BE SAMPLED AND TESTED AT ANY TIME. IF FOUND NOT IN CONFORMITY WITH THESE DRAWINGS, THEY WILL BE SUBJECT TO REJECTION WHETHER IN PLACE OR NOT.
 - THE FORM AND DISTRIBUTION OF CERTIFICATES OF COMPLIANCE SHALL BE AS APPROVED BY THE ENGINEER.
 - THE ENGINEER RESERVES THE RIGHT TO REFUSE PERMISSION FOR USE OF MATERIALS OR ASSEMBLIES ON THE BASIS OF CERTIFICATES OF COMPLIANCE.
 - ALL MATERIALS USED WILL BE INSPECTED, SAMPLED AND TESTED IN ACCORDANCE WITH THESE REQUIREMENTS AND OTHERS AS SET FORTH ELSEWHERE IN THESE DRAWINGS, IN WHICH PARTICULAR REFERENCE IS MADE TO A SPECIFIC MATERIAL. UNLESS OTHERWISE DESIGNATED, TESTS WILL BE MADE IN ACCORDANCE WITH THE MOST RECENTLY PUBLISHED, CITED STANDARD, TENTATIVE OR INTERIM, METHODS OF AASHTO, ASTM, AWWA, WORCESTER COUNTY, OR OTHERS WHICH ARE CURRENT AS OF THE DATE OF ADVERTISEMENT FOR BIDS. THESE TESTS WILL BE MADE AT THE EXPENSE OF THE OWNER, UNLESS OTHERWISE SPECIFIED.
 - ACCEPTANCE TESTING BY THE OWNER AS DESCRIBED HERE AND ELSEWHERE IS NOT CONSIDERED AS A REPLACEMENT FOR CONTROL TESTING CONDUCTED BY THE CONTRACTOR OR MANUFACTURER PRODUCING MATERIALS FOR THE CONTRACTOR OR MANUFACTURER IS NOT PROVIDING ADEQUATE CONTROL TESTING FACILITIES ON HIS OWN BEHALF. THE ENGINEER MAY REFUSE TO CARRY OUT RESAMPLING AND TESTING OF MATERIALS WHICH HAVE BEEN SHOWN TO BE DEFECTIVE BY NORMAL SAMPLING AND TESTING ROUTINES. THE ENGINEER MAY ALSO REFUSE TO RESAMPLE AND TEST DEFECTIVE MATERIALS UNTIL AND UNLESS CORRECTIVE ACTION HAS BEEN TAKEN BY THE CONTRACTOR OR THE MANUFACTURER.
- 4) CONTRACTOR'S RESPONSIBILITIES**
- REVIEW ALL SUBMITTALS PRIOR TO SUBMISSION.
 - DETERMINE AND VERIFY: FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, CATALOG NUMBERS AND SIMILAR DATA AND CONFORMANCE WITH DRAWINGS.
 - COORDINATE EACH SUBMITTAL WITH REQUIREMENTS OF THE WORK AND OF THE DRAWINGS.
 - CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY ENGINEER'S REVIEW OF SUBMITTALS.
 - CONTRACTOR'S RESPONSIBILITY FOR DEVIATIONS IN SUBMITTALS FROM REQUIREMENTS OF THE DRAWINGS IS NOT RELIEVED BY ENGINEER'S REVIEW OF SUBMITTALS, UNLESS ENGINEER GIVES WRITTEN ACCEPTANCE OF SPECIFIC DEVIATIONS.
 - CONTRACTOR SHALL NOTIFY ENGINEER, IN WRITING AT TIME OF SUBMISSION, OF DEVIATIONS IN SUBMITTALS FROM REQUIREMENTS OF THESE DRAWINGS AND SPECIFICATIONS.
 - CONTRACTOR SHALL BEGIN NO FABRICATION OR WORK WHICH REQUIRES SUBMITTALS UNTIL RETURN OF SUBMITTALS WITH ENGINEER'S STAMP AND INITIALS OR SIGNATURE INDICATING REVIEW AND APPROVAL.
 - CONTRACTOR SHALL LEAVE AN 8" X 3" BLANK SPACE ON PAPER SUBMITTALS FOR THE ENGINEER'S STAMP.
- 5) RESUBMISSION REQUIREMENTS**
- MAKE ANY CORRECTIONS OR CHANGES IN THE SUBMITTALS REQUIRED BY THE ENGINEER AND RESUBMIT UNTIL APPROVED.
 - REVISIONS TO SHOP DRAWINGS AND PRODUCT DATA SHALL CONSIST OF REVISED, CLEAN COPIES, AS SPECIFIED FOR THE INITIAL SUBMITTAL. INDICATE ANY CHANGES MADE OTHER THAN THOSE REQUESTED BY THE ENGINEER.
- 6) ENGINEER'S DUTIES**
- REVIEW SUBMITTALS WITH REASONABLE PROMPTNESS AS DETERMINED BY THE PROJECT SCHEDULE AND RETURN TO THE CONTRACTOR WITHIN 14 DAYS OF RECEIPT AT THE ENGINEER'S OFFICE.
 - ENGINEER WILL REVIEW FOR THE DESIGN CONCEPT OF THE PROJECT AND THE INFORMATION GIVEN ON THE DRAWINGS.
 - REVIEW OF SEPARATE ITEM DOES NOT CONSTITUTE REVIEW OF AN ASSEMBLY IN WHICH ITEM FUNCTIONS.
 - AFFIX STAMP AND INITIALS OR SIGNATURE CERTIFYING REVIEW OF SUBMITTAL.
 - RETURN SUBMITTALS TO CONTRACTOR FOR DISTRIBUTION OR RESUBMITTAL.
 - SHOP DRAWINGS REQUIRING RESUBMITTAL SHALL BE RETURNED TO THE CONTRACTOR WITHIN 14 DAYS OF RECEIPT OF RESUBMISSION AT THE ENGINEER'S OFFICE. NO EXTENSION OF TIME OR ADJUSTMENT OF COST SHALL BE ALLOWED DUE TO REJECTION OF DEFICIENT OR INCORRECT SHOP DRAWINGS.
 - THE ENGINEER WILL REVIEW AND STAMP THE SHOP DRAWINGS IN ONE OF THE FOLLOWING WAYS:
 - ACCEPTED AS SPECIFIED
 - ACCEPTED AS EQUAL TO SPECIFIED
 - ACCEPTED AS NOTED
 - REVISE AND RESUBMIT
 - REJECTED
 - INFORMATIONAL PURPOSES ONLY
 - CORRECTIONS OR COMMENTS ON THE SHOP DRAWINGS DURING THE ENGINEER'S REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITHIN THE REQUIREMENTS OF THE DRAWINGS. THE OWNER OR ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS ON ANY DRAWINGS OR INFORMATION FURNISHED BY THE CONTRACTOR, EVEN THOUGH DRAWINGS CONTAINING SUCH ERRORS ARE INADVERTENTLY APPROVED. THE ENGINEER'S REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONFORMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS, SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; AND IN PERFORMING THIS WORK IN A SAFE MANNER. IF THE SUBMITTAL DRAWINGS OR OTHER INFORMATION DEVIATE FROM THESE DRAWINGS, THE CONTRACTOR SHALL ADVISE THE ENGINEER OF THE DEVIATIONS, IN WRITING ACCOMPANYING THE SHOP DRAWINGS, INCLUDING THE REASONS FOR THE DEVIATIONS, AND SHALL REQUEST A DEVIATION FROM THESE DRAWINGS.
- 7) CUT SHEETS**
- CUT SHEETS SHALL BE PREPARED BY THE CONTRACTOR'S LICENSED SURVEYOR.
 - CUT SHEETS SHALL BE CHECKED BY THE CONTRACTOR FOR ACCURACY.
 - CUT SHEETS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.
 - NO CONSTRUCTION SHALL BE PERFORMED PRIOR TO THE ENGINEER'S REVIEW.



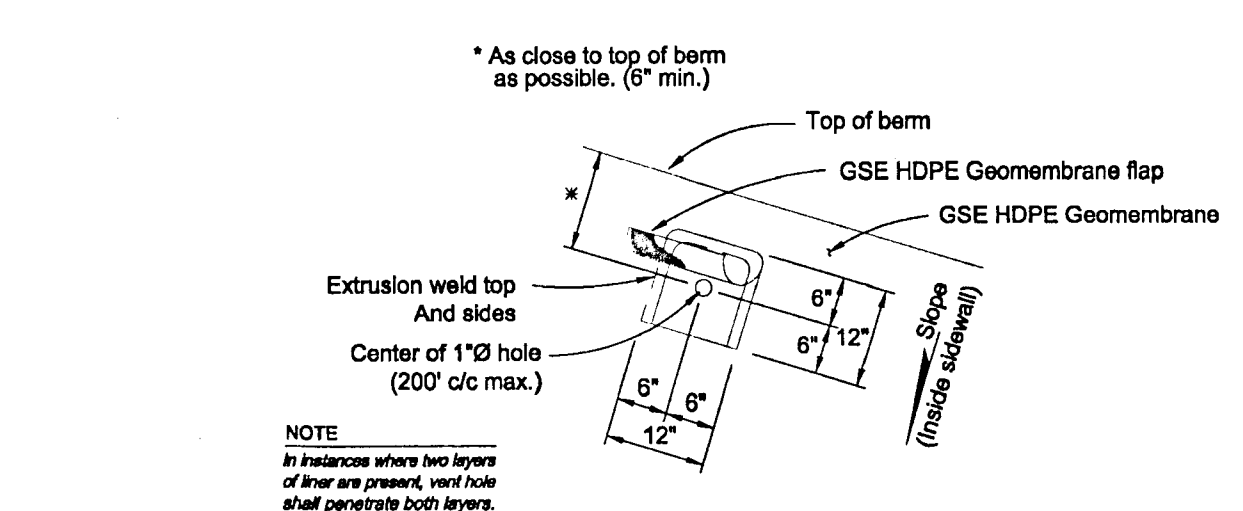
TYPICAL ANCHOR TRENCH (3:1 SLOPE)
Not to Scale



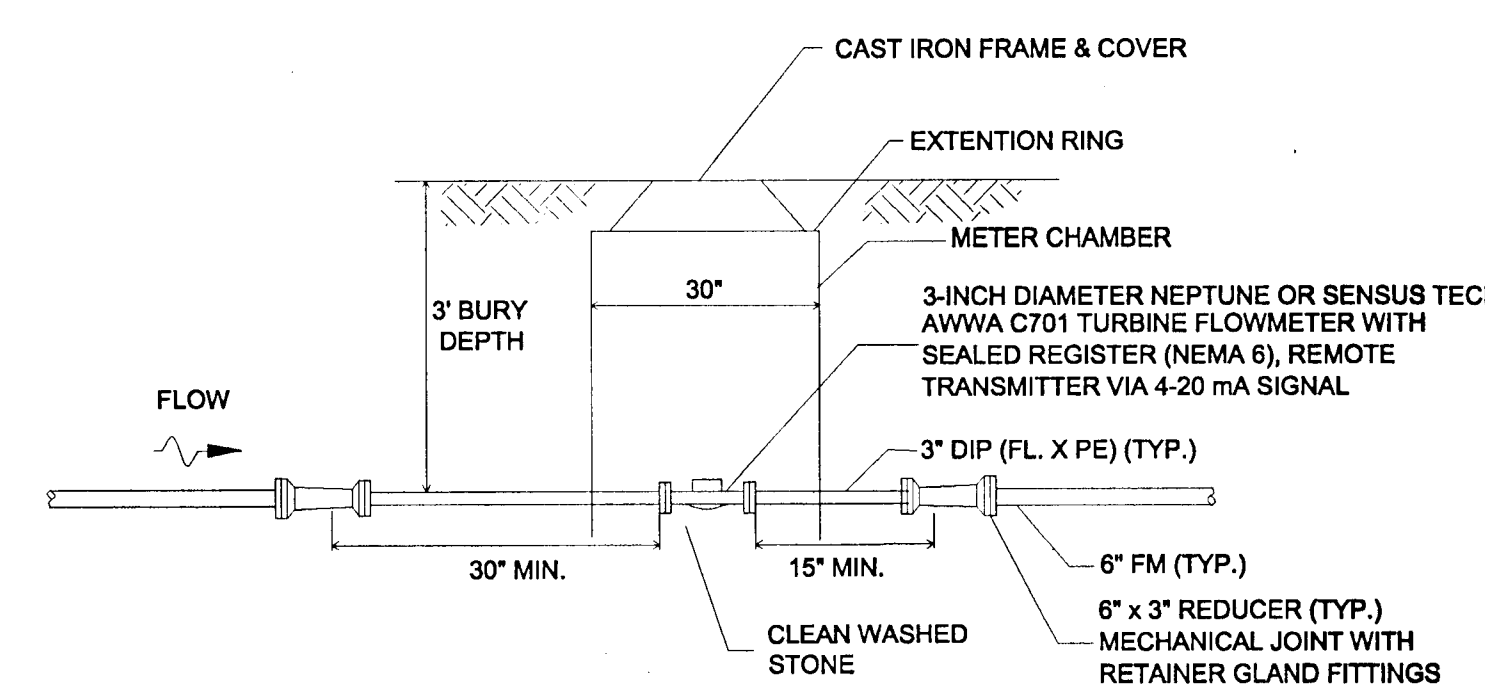
Typical Fillet Extrusion Weld
Not to scale



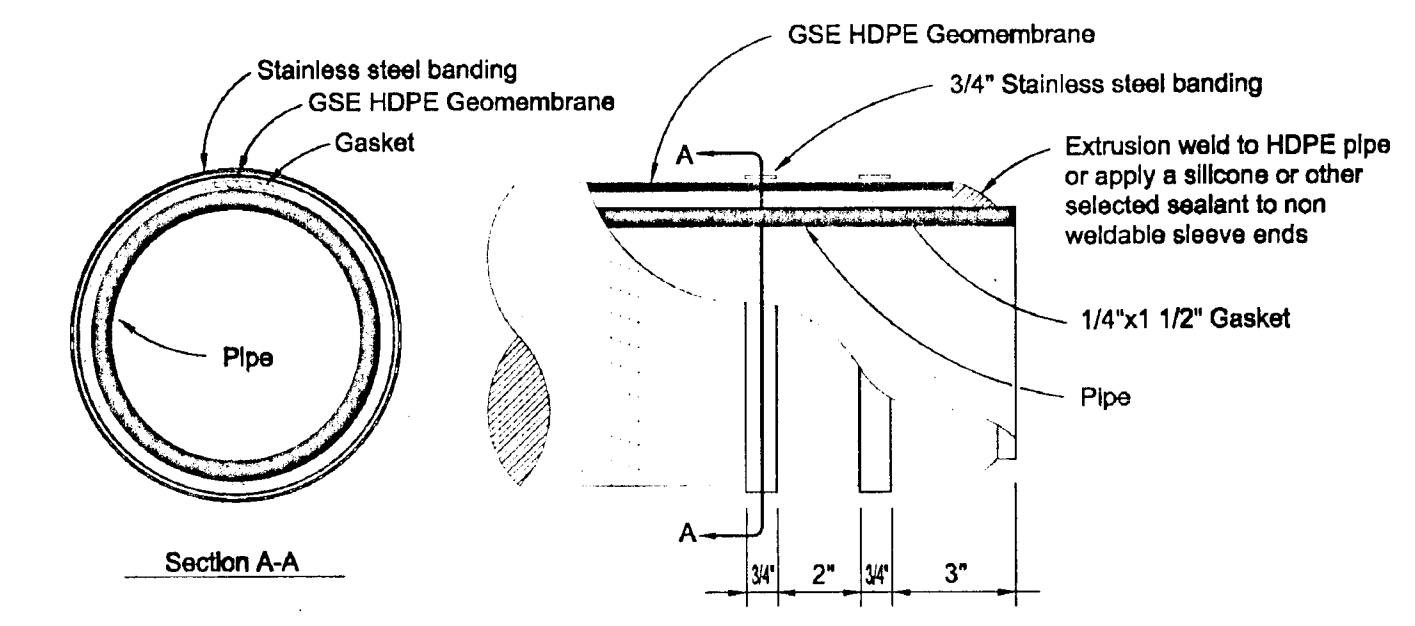
Typical Hot Wedge Double Track Fusion Weld
Not to scale



Vent Pocket Detail
Not to scale



METER CHAMBER DETAIL
NOT TO SCALE



Pipe Penetration Seal
(Vertical or horizontal)
Not to scale

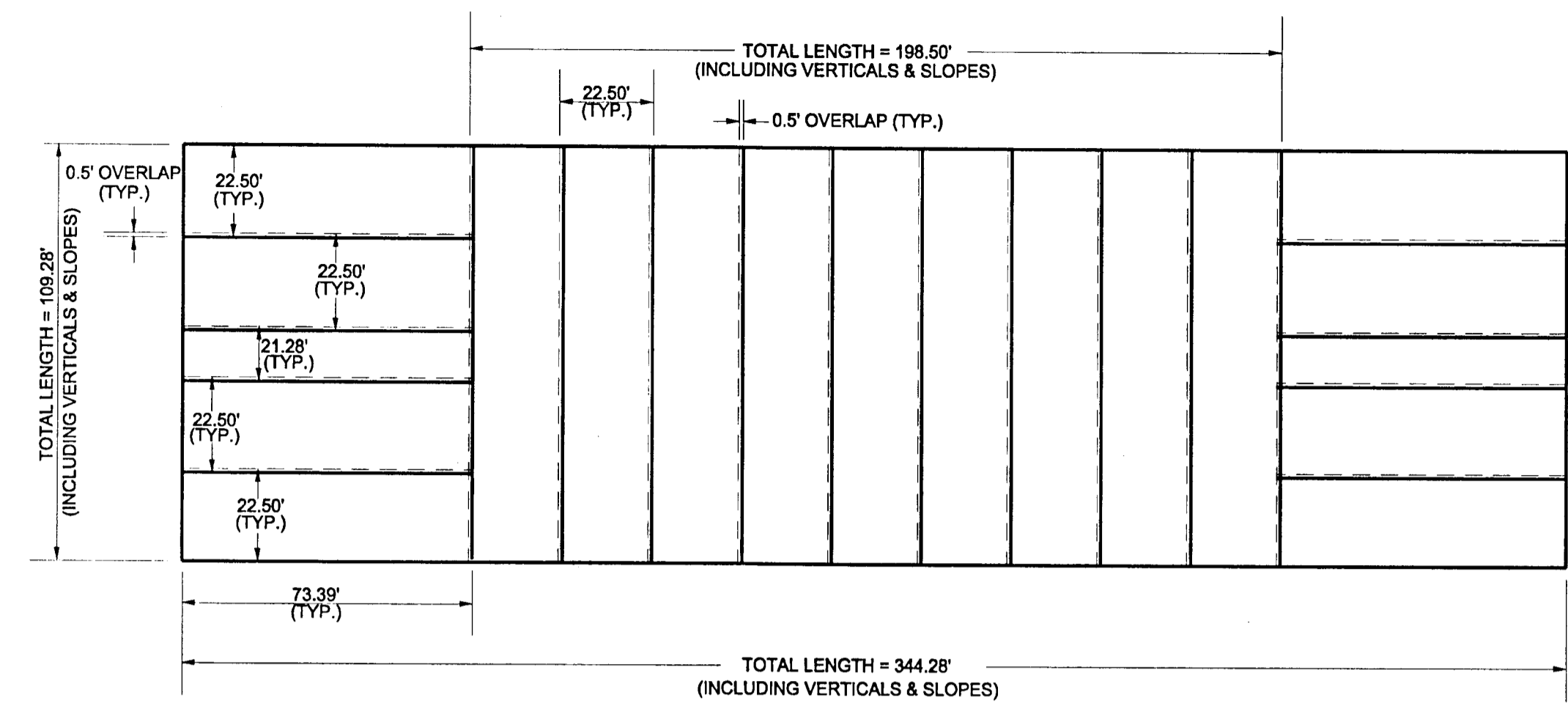
SUBMITTALS SCHEDULE:

SUBMIT TO THE ENGINEER, SHOP DRAWINGS, PRODUCT DATA AND CERTIFICATIONS FOR ITEMS LISTED IN THE FOLLOWING TABLE:

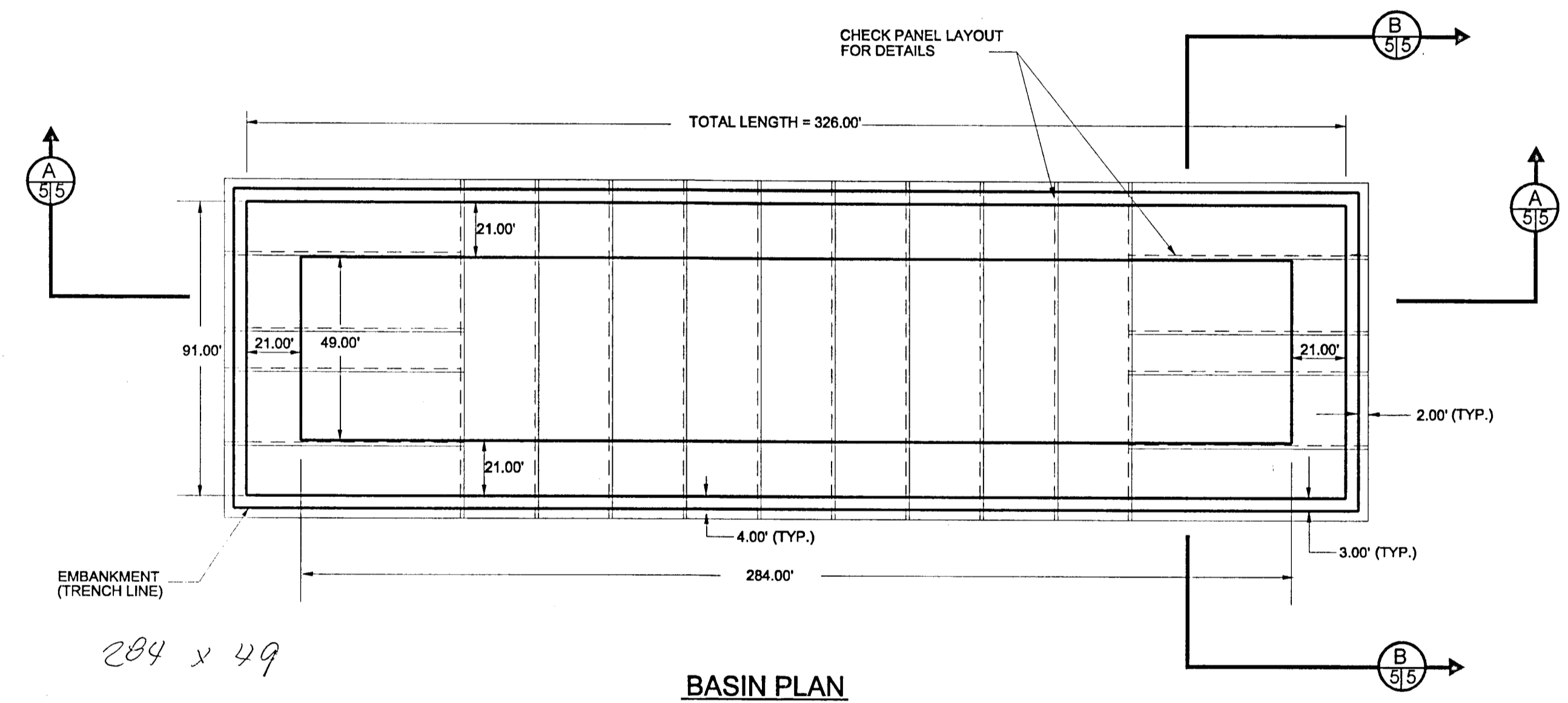
	SHOP DRAWINGS	CERTIFICATIONS	PRODUCT DATA
HDPE 30 MIL DOUBLE TEXTURED LINER	X	X	X
PVC SEWER PIPE & FITTINGS		X	X
HAND-HEEL OPERATED GATE VALVE	X	X	X
THRUST BLOCK	X	X	

AS-BUILT

THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES		DESIGNED BY: SK	DRAWN BY: MG	CHECKED BY: JWS3	DETAILS, SUBMITTAL NOTES AND SCHEDULE	
DIRECTOR WD. CO., WATER & WASTEWATER SERVICES		JOHN W. SALL, III STATE OF MARYLAND MARYLAND PROFESSIONAL ENGINEER LICENSE No. 19731				MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND J. W. SALL ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975
THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.		DIRECTOR WD. CO., DEPARTMENT OF PUBLIC WORKS			REVISIONS 1 04/10/07	SCALE: AS SHOWN DATE: MAR. 2007 DRAWING No.: 109-01-104 SHEET No.: 4 of 5

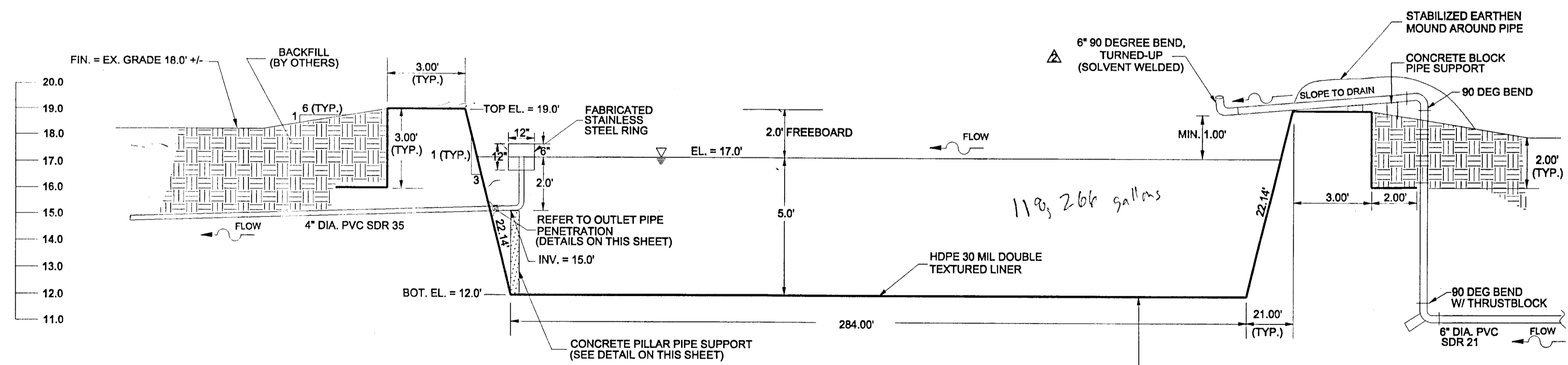


PANEL LAYOUT
NOT TO SCALE

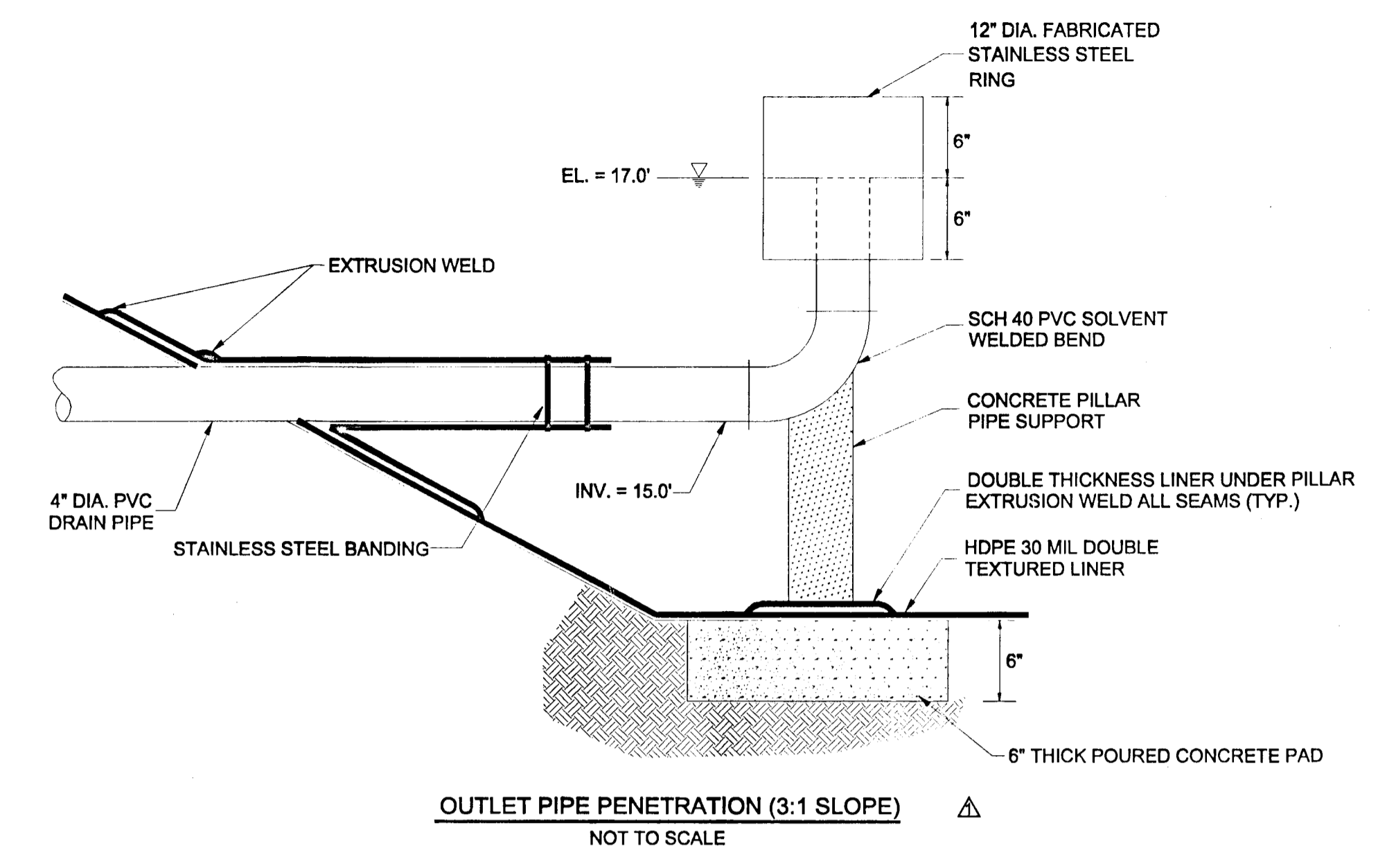


BASIN PLAN
NOT TO SCALE

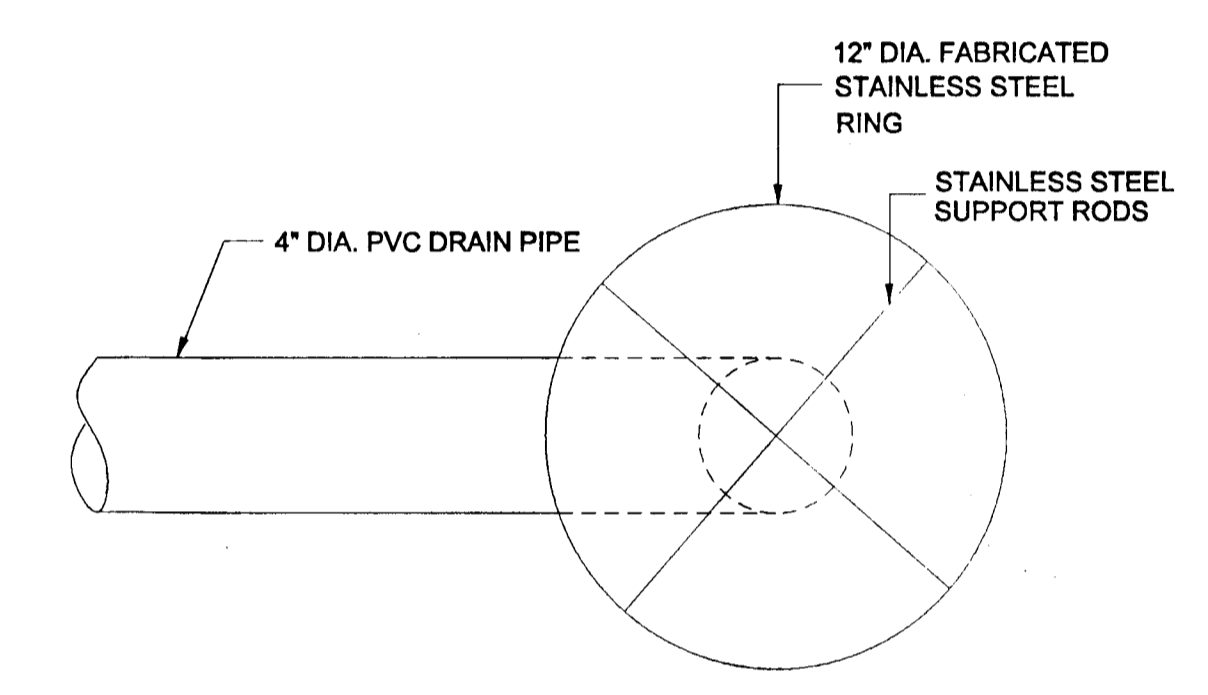
326-
284 x 49
326-10 = 314
91-12 = 79



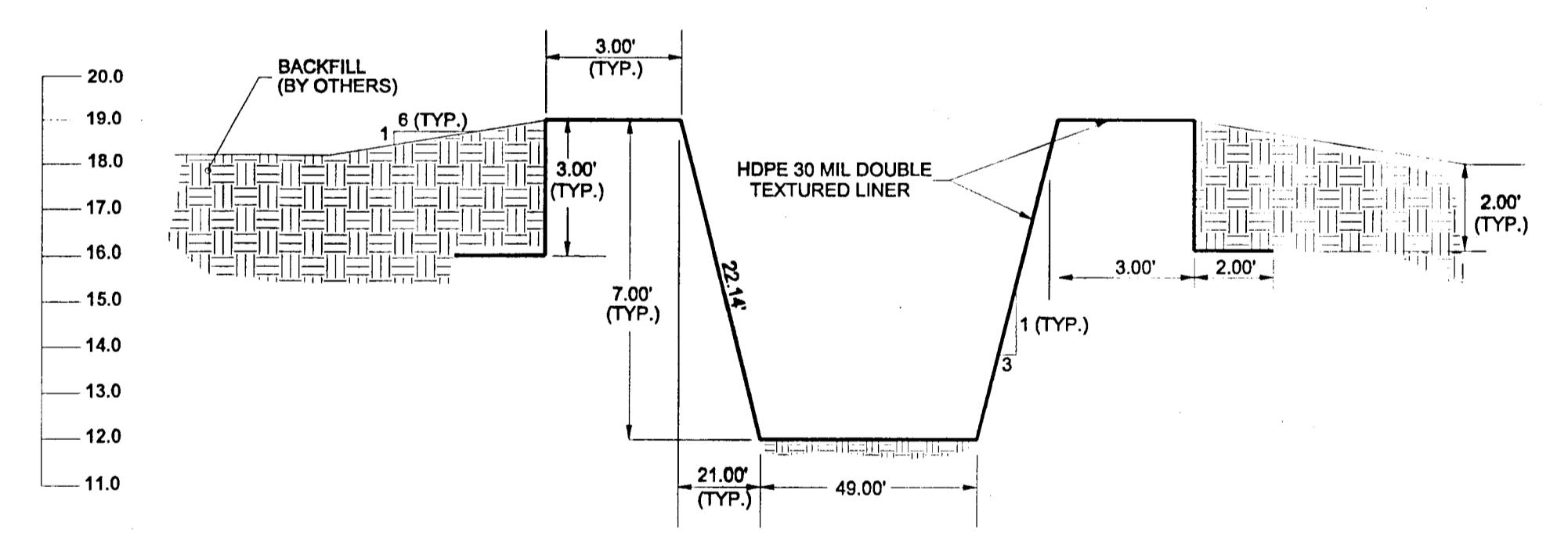
SECTION A-A
NOT TO SCALE



OUTLET PIPE PENETRATION (3:1 SLOPE)
NOT TO SCALE



DEBRIS SHIELD DETAIL



SECTION B-B
NOT TO SCALE

- NOTES:**
- 1) LINER, FABRICATOR AND CONTRACTOR SHOULD VERIFY ALL THE DIMENSIONS IN THE FIELD.
 - 2) LINER, FABRICATOR AND CONTRACTOR SHOULD VERIFY THAT SUFFICIENT OVERLAP IS PROVIDED BETWEEN THE PANELS.

AS-BUILT

THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY WATER AND WASTEWATER SERVICES DIRECTOR W.D. CO., WATER & WASTEWATER SERVICES		DESIGNED BY: SK JOHN W. SALM, III	DRAWN BY: MG JOHN W. SALM, III	CHECKED BY: JWS3	LINER PANEL LAYOUT AND DETAILS
THE WATER AND/OR SEWER FACILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.		REVISIONS 04/10/07 06/06/07		MYSTIC HARBOUR WATER TREATMENT PLANT UPGRADES BACKWASH BASIN RELOCATION WORCESTER COUNTY DEPT. OF PUBLIC WORKS TENTH ELECTION DISTRICT BERLIN WORCESTER COUNTY MARYLAND J. W. SALM ENGINEERING, INC. P.O. BOX 129, 62 NORTH DUPONT HIGHWAY SELBYVILLE, DE 19975	
SCALE: AS SHOWN		DATE: MAR. 2007	DRAWING No.: 109-01-105	SHEET No.: 5 of 5	



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: January 16, 2024
RE: Request to Bid – LMB Youth Care Coordination Program

Attached for your review and approval are proposal documents for the Youth Care Coordination Program through the Local Management Board. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these programs.

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

WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

REQUEST FOR PROPOSALS (RFP):
Mental Health Case Management: Care Coordination for Children and Youth

Release Date: January 16, 2024

Proposal Due Date: April 8, 2024

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RFP Overview

A. Proposal Timeline and Specifications

1. TIMELINE:

RFP Release Date	January 16, 2024
Pre-Proposal Conference	February 15, 2024
Proposal Due Date	April 8, 2024
Anticipated Awarded Notification Date	May 15, 2024
Anticipated Contract Signed Start Date	July 1, 2024

2. Response Due Date, Time, and Location: Proposals are due no later than **2:30pm Eastern Standard Time on April 8, 2024**. Late submissions will not be considered. One (1) original, and five (5) hardcopies must be submitted to:

Worcester County Administration
 ATTN: **Nicholas Rice** Procurement Officer
 Room 1103 Government Center
 One West Market Street
 Snow Hill, MD 21863-1195
 410-632-1194

3. Pre-Proposal Conference:

Date: February 15, 2024

Time: 10:00am

Location: Virtual via Google Meets

Attendance by interested applicants is highly recommended but not mandatory.

- **SDAT GOOD STANDING REQUIREMENT:** Vendors conducting business with Worcester County will need to be registered with the [Maryland Department of Assessments and Taxation \(SDAT\)](#), and be in good standing.
- Providers interested in reviewing this RFP may request an electronic copy from **Nicholas Rice** at nrice@co.worcester.md.us

- The anticipated contract term has the ability to renew annually for up to five years. After five years the program will go through a Request for Proposal process. Based on this information here is the anticipated contract award timeline:

Year 1: July 1, 2024-June 30, 2025

Year 2: July 1, 2025-June 30, 2026

Year 3: July 1, 2026-June 30, 2027

Year 4: July 1, 2027-June 30, 2028

Year 5: July 1, 2028-June 30, 2029

B. Purpose

The Worcester County Local Behavioral Health Authority (WCLBHA) is the Core Service Agency for Worcester County. The role of WCLBHA is to provide oversight, support, resources, and management of behavioral health services funded by the public behavioral health sector pursuant to Title 10- Section 1201-3 of the Annotated Code of Maryland. It is the goal of WCLBHA that the Care Coordination Organization (CCO) of Worcester County provide quality consumer and family driven services for those with substance abuse, mental health, intellectual disabilities, or any combination thereof. Services will be provided in a welcoming and holistic manner based on the unique strengths, needs, abilities and desires of all individuals across the lifespan and in an environment that ensures and respects privacy.

The purpose of this Request for Proposals (RFP) is to select a Mental Health Case Management (MHCM)/Care Coordination Organization (CCO) to assist youth in gaining access to needed medical, mental health, social, educational and other services in accordance with the Code of Maryland Annotated Regulations (COMAR) 10.09.89-90. State regulation requires Core Service Agencies (CSAs) Local Behavioral Health Authorities to procure MHCM services for their respective jurisdictions at least once every five years. In order to comply with this mandate, WCLBHA is moving forward with this RFP that will also incorporate the State's design of MHCM for youth using a multi-level care coordination model. The provider authorized to offer case management/care coordination in Worcester County via this procurement process will be required to serve all levels of care outlined in detail below. Only one provider selected through this RFP process will be authorized to provide case management/care coordination services for Worcester County.

The Maryland Department of Health (MDH) has enacted a 1915(i) State Plan Amendment (SPA) with the Centers for Medicare & Medicaid Services (CMS) to serve youth in the community who meet or are just below the residential treatment center level of care. The 1915(i) SPA will utilize intensive care coordination provided through the service delivery model via a CCO. The 1915(i) SPA for children and youth with serious behavioral health challenges makes available additional home- and community-based services. Care coordination for children and adolescents will be provided through a Care Coordination Organization (CCO) that is also approved under COMAR 10.09.89-90 Mental Health Case

Management: Care Coordination for Children and Youth.

MDH has designed three levels of care coordination, including Level 3: Intensive Care Coordination. Level 3 is a benefit available to any Medicaid-enrolled child or youth who meets the medical necessity criteria for the 1915(i) SPA. If the youth is not financially eligible for the 1915(i) SPA, despite being a Medicaid enrollee, he or she still will be able to access the Level 3 Intensive Care Coordination, even though he or she will not be eligible for the other 1915(i) SPA benefits due to federal Medicaid restrictions. Two additional lower levels of intensity are also available within the care coordination array: General and Moderate.

MDH has adopted COMAR 10.09.89-90 Mental Health Case Management: Care Coordination for Children and Youth to address the service model and rate structure for care coordination. This new multi-level continuum of care coordination will provide care coordination to children and youth to support a transition, remain in their home or current living environment, move to a lower intensity of services or restrictiveness of placement, avoid psychiatric hospitalization, or otherwise maintain and improve functioning and well-being.

- Level 1: **General Care Coordination** - eligible children and youth who need a basic level of care coordination and support. This level incorporates values and principles of Systems of Care and includes a strengths-based, individualized, culturally responsive, and comprehensive plan of care. COMAR 10.09.90.05
- Level 2: **Moderate Care Coordination** - eligible children and youth who need a moderate level of care coordination and support. This level further incorporates principles and elements of Systems of Care including developing a collaborative, strength-based, culturally responsive, comprehensive and individualized plan of care utilizing a Child and Family Team (CFT) process. COMAR 10.09.90.06
- Level 3: **Intensive Care Coordination** - eligible children and youth who need an intensive level of care coordination and support. This level also includes youth eligible for the 1915(i) service array. COMAR 10.09.90.07

Providers selected through this procurement will commit to providing MHCM/Care Coordination to eligible participants in Worcester County in accordance with COMAR 10.09.89-90. The selected provider also commits to closely collaborating with LBHA in the ongoing development and implementation of the services.

Throughout this document, COMAR is cited as the primary reference for regulations pertaining to Mental Health Case Management Care Coordination for Children and Youth. The selected applicant via this RFP process will be required to maintain compliance with current and future COMAR regulations, including protocols on accreditation, if applicable.

Preference will be given to applicants who demonstrate history of and ability to effectively serve children and youth up to age 21 years old with serious behavioral health needs and their families, safely and effectively in the community using Systems of Care (SOC) values and principles.

C. Applicant Qualifications

Applicants must meet all of the below-listed criteria to be considered:

1. Be eligible for approval as a Mental Health Case Management: Care Coordination provider pursuant to conditions set forth in COMAR 10.09.36.03 and any additional applicable provisions set forth in COMAR 10.09.45 regarding conditions for provider participation in Mental Health Case Management: Care Coordination.
2. Be licensed and accredited under COMAR 10.63.03.04 (Mobile Treatment Service Program), 10.63.03.05 (Outpatient Mental Health Center), or 10.63.03.10 (Psychiatric Rehabilitation Program for Minors), OR have three years of documented experience as a mental health case management: care coordination provider under COMAR 10.09.89-90 by April 8, 2024.
3. Have a Medicaid provider agreement in effect or have submitted an application for a provider agreement at the time of application.
4. Demonstrate knowledge of content evidence-based practices for children's mental health policy and program development.
5. Demonstrate organizational capacity to participate in the fee-for-service reimbursement system. Demonstrate a commitment to providing high quality services that are responsive to the diverse communities throughout Worcester Counties.
6. Comply with provider qualifications within issued for all care coordination and 1915(i) providers, including, but not limited to, compliance with:
 - Title 5, Subtitle 5, Part VI, of the Family Law Article of COMAR, which requires employees of facilities and other individuals that care for or supervise children to have a national and state criminal history check at a designated law enforcement office in Maryland. Any staff person employed under this project will be required to pass a criminal history check as outlined above, as well as a Child Protective Services clearance;
 - Youth care coordination staff or other equivalent training and certification, as required by MDH;

- Having all plans of care supervised by a licensed mental health professional with a minimum of a master's degree and who is licensed and legally authorized to practice under the Health Occupations Article, Annotated Code of Maryland, and who is licensed under Maryland Practice Boards in the profession of: Social Work, Professional Counseling, Psychology, Nursing, or Medicine.

D. Maryland's Systems of Care (SOC) for Children and Adolescents

Maryland is actively implementing SOC for children and youth with behavioral health needs. SOC has been defined as a spectrum of effective, community-based services and supplies for children and youth with, or at-risk for, behavioral health or other challenges and their families, that is

- organized into a **coordinated network**,
- builds meaningful **partnerships** with families and youth, and
- addresses their **cultural and linguistic needs**,

In order to help them to function better at home, in school, in the community, and throughout life.

SOC embodies the fundamental principle that children and youth have the greatest opportunity for normal, healthy development when ties to the community and family are maintained. Maryland's Children's Cabinet and child and family serving agencies seek to support children and youth with emotional and/or behavioral challenges and needs, and their family/caregivers by providing them with behavioral healthcare services and complementary services and supports appropriate to their needs, at the appropriate level of service and for the appropriate length of time. Children, youth and families should have access to necessary services and supplies in the least restrictive, most appropriate, and most effective environment possible. Therefore, through organized SOC, Maryland is committed to providing services and supports that are:

- Individualized, reflecting a continuum of services and/or supports, both formal and informal, based on the unique strengths of each child or youth and their family/caregivers;
- Provided in the least restrictive, most natural setting appropriate to meet the needs of the child, youth and family;
- Family-driven and youth-guided, with families and youth engaged as active participants at all levels of planning, organization and service delivery;
- Community-based, coordinated and integrated with the focus of services, management and decision-making responsibility resting at the community level;

- Culturally and linguistically competent, with agencies, programs, services and supports that are responsive to the cultural, racial and ethnic differences of the populations they serve;
- Protective of the rights of children or youth and their family/caregivers; and,
- Collaborative across child- and family-serving systems, involving behavioral health, child welfare, juvenile services, education, substance abuse, developmental disabilities, somatic health and other system partners who are responsible for providing services and supports to the target population.

E. Requirements of Service Delivery

1. Provider selected through this process will be required to align service delivery with SOC values and principles and ensure that care coordination is grounded in a strengths perspective, driven by underlying needs, supported by effective CFT process and determined by families.
2. Provider selected through this process will be required to maintain written documentation in the individual's personnel file that the director and all direct service provider staff including, but not limited to, volunteers, interns, and students, are in compliance with required criminal background checks and check for abuse or neglect as required by Title 5, Subtitle 5, Part V, of the Family Law Article of COMAR and COMAR 14.31.06.05.
3. Care coordinator supervisors and care coordinators will be required to participate in training related to standardized tools, as required by BHA or its designee.
4. Provider selected through this process must have a Medicaid provider agreement in effect, to include adherence to quality assurance, auditing, and monitoring policies and procedures.
5. Provider selected through this process must maintain general liability insurance, and provide proof of this insurance.
6. Provider selected through this process must make available to WCLBHA, BHA, the State Medicaid Authority, and federal funding agents all records, including but not limited to personnel files for each individual employed and financial, treatment, and service records for inspection and copying.
7. Provider selected through this process will be required to provide detail on behavioral health services provided by their organization as well as any relationship their organization has with any provider/provider entity and the

structure/process or firewall they will use to avoid conflicts of interest, self-referrals and the appearance of impropriety. The selected contractor will be subject to a continuing requirement to disclose should any such relationship develop or materially change at any time while serving as a /CCO.

8. Provider selected through this process will be required to be physically located in Somerset, Wicomico, or Worcester Counties.
9. Provider selected through this process will be expected to participate in all quality assurance, monitoring, and evaluation processes implemented by MDH, WCLBHA, or their contracted partners, and will provide data requested in a timely and comprehensive manner for all levels of care coordination.
10. Provider selected through this process will be expected to follow systems required by Medicaid, WCLBHA, or the Administrative Service Organization (ASO) for billing, utilization management, and quality assurance purposes.
11. Develop a network of community based resources to address youth, family and individual needs.
12. Conduct yearly satisfaction surveys with youth, families, individuals, and community miners for continuous quality improvement (CQI) purposes.
13. Develop and implement an outreach plan to emergency departments, other PBHS levels of care and other community partners to ensure that providers can refer for services.
14. Attend trainings as specified by WCLBHA or BHA.
15. Maintain compliance with required staffing per COMAR 10.09.89-90.
16. Attend local meetings as identified by WCLBHA, which could include but is not exclusive to, provider councils, steering committees, etc.

F. Overview of the Project and Deliverables

1. Scope of Service

Target Population: CCO will serve individuals that have the most significant needs. This service is an effective resource to keep children and adolescents in the community in the least restrictive living environment, or with family, and out of local emergency departments, local detention facilities, and assist with linkages necessary to obtain and maintain school, employment, housing, benefits and entitlements.

2. Proposed Levels of Care Coordination

Children and Adolescents: Care is a foundational element of Maryland's SOC that help youth and their family's connect with much-needed resources within their communities. The selected applicant is expected to adopt the core principles of SOC and apply them to all levels of service.

The selected applicant will implement all levels of care coordination in order to connect youth with serious emotional disorders or co-occurring disorders and their families with behavioral health and somatic care, shelter, food, and income. It is expected that CCOs play an active role in transitioning youth out of higher levels of care, such as RTC and inpatient hospitalizations. Care coordination will also act as a preventative service by helping families to acquire and maintain stability in the community, thus reducing the number of inpatient services utilized.

Prospective applicants should refer to the current COMAR section 10.09.90.16 G for a detailed description of the service provision for the levels of care. Care coordination is based on a 15-minute per unit structure. Billing units and fee-for-service rates are established in COMAR 10.09.90.16 G (1) (2) (3) (4).

3. Care Coordination Organizations in Maryland

A CCO is "an organizational entity that serves as a centralized accountable hub to coordinate all care for youth with complex behavioral health challenges who are involved in multiple systems, and their families." In Maryland, a CCO provides:

1. A youth-guided and family-driven, strengths-based approach that is coordinated across agencies and providers;
2. Three levels of care coordination; and, home- and community-based services and peer support as alternatives to costly residential and hospital care for children and adolescents with severe behavioral health challenges.

Level 3 Intensive Care Coordination for 1915(i) and non-1915(i) participants will be implemented by CCOs according to standards set forth in the CMS approved State Plan Amendments for this program. Maryland utilizes CCOs to advance its SOC and, as such, there are additional principles, values, and guidelines that must be reflected in the work of the CCO:

- a. The delivered services must be coordinated with physical health care, substance abuse treatment and developmental disability treatment needs;
- b. The delivered services must be collaborative across the child- and family-

- serving systems, involving mental health, child welfare, juvenile justice, education, substance abuse, developmental disabilities, somatic health, and other system partners who are responsible for providing services and supports to the target population;
- c. Resources should be maximized to the greatest possible extent, including using services that are available without charge, covered by applicable insurance (private or public) and leveraging federal funds;
 - d. Evidence-Based Practices should be incorporated and supported to the extent that they are appropriate to meet the child's and family individualized plan of care;
 - e. Both the quality and the cost of care must be recognized as important and inter-related.

The Table below lists common CCO functions along with structure and responsibility for each function during 1915(i) implementation.

CCO Functions	Structure/Responsibility
Care Coordination	<ul style="list-style-type: none"> • CCO/MHCM Provider performs.
Access to Family and Youth Peer Supports and Advocacy	<ul style="list-style-type: none"> • CCO/MHCM Provider assists participant and family in accessing family and youth support to include: <ul style="list-style-type: none"> o Use of peer support available through State and local contracts; and , o Use of peer supports as a billable service under the 1915(i) implementation; o Use of natural supports as identified by the Child and Family Team.
Access to Crisis Supports	<ul style="list-style-type: none"> • Use crisis supports contracted by the State and/or BHA. • Use the crisis response and stabilization as a billable service under the 1915(i) implementation.

Utilization Management	<ul style="list-style-type: none"> • Formal responsibility lies with statewide ASO and the State Medicaid Authority. • CCO Provider assists BHA, ASO and Medicaid Authority in monitoring utilization at the child/family level and ensures care plans meet quality and cost goals.
Quality Improvement and Outcomes Management	<ul style="list-style-type: none"> • Responsibility is shared by the CCO Providers, BHA, the CSA and the ASO, with the CCO playing a critical role at the child/family level.

4. Quality Assurance

The MHCM/CCO shall have a written quality assurance (QA) plan. The QA plan shall address, at minimum, the following:

1. Health, safety and welfare protocols, including critical incident and crisis service management protocols;
2. Child/youth, family and individual satisfaction;
3. Complaints and grievances processes; and
4. Utilization and outcomes management.

The QA plan must describe how key stakeholders (*e.g.*, families and children/youth, providers, State purchasers) will be engaged in QA processes. At the direction of WCLBHA and BHA, the CCO may be required to amend and/or adjust the QA plan as the care coordination model evolves.

Deliverables

Program-wide Deliverables

- a. Submit required data and reports to WCLBHA
- b. Submit quarterly programmatic reports to WCLBHA
- c. Submit caseload report to WCLBHA on a quarterly basis
- d. Submit reportable events and critical incidents to WCLBHA and BHA as required by COMAR 10.63.01.05C. Critical incident forms must be submitted in all

circumstances as described in COMAR 10.63.01.02.

- e. Develop a network of community-based resources to address youth/family
- f. Track linkages to community-based resources by resource type (e.g. housing, food, recreation, mental health, substance abuse, somatic)
- g. Track number of youth stepped up from a lower level of MHCM
- h. Track number of youth stepped down from a higher level of MHCM
- i. Track number of youth stepped up to higher level of care through inpatient hospitalization and/or Residential Treatment Center (RTC) placement
- j. Communicate eligibility determinations with family and individuals as per regulation
- k. Conduct consumer satisfaction surveys with youth/families and individuals for continuous quality improvement (CQI) purposes
- l. Develop and implement an outreach plan to RTC's, ER's and other PBHS levels of care to ensure that providers can refer participants and participants have access to additional treatment options
- m. Attend trainings specified by WCLBHA and BHA and other trainings as appropriate
- n. Report on compliance with required staffing pattern and training

Levels 1 and 2

- a. Submit client-level demographics, clinical information and encounter information into the ASO consumer registration and authorization system; as determined by BHA.
- b. Track number of unduplicated youth enrolled
- c. Track number of youth with developed Plan of Care
- d. Track youth/families connected with care during service period (e.g. entitlements, housing, health, behavioral health, somatic, insurance, employment)
- e. Report service area needs identified at enrollment, including, mental health, housing, employment, insurance, entitlements
- f. Report services/benefits attained by clients in the aforementioned categories
- g. Report number of discharges
- h. Report all outcomes on a quarterly basis as required
- i. Add or modify data points for collection and reporting as required

Level 3 and 1915(i)

- a. Screen youth for eligibility based on criteria for Level 3 and 1915 (i) and notify family of eligibility status within 72 hours of determination
- b. Contact caregiver of eligible youth within 72 hours of determination to schedule first face-to-face meeting
- c. Provide individualized CANS scores for each youth enrolled every 90 days and

- conduct other assessments as prescribed by WCLBHA
- d. Submit required documentation to WCLBHA for authorization for Level 3/1915(i)
 - e. Create Plan of Care along with crisis plan for each youth within specified timeframes
 - f. Conduct CFT meetings as needed and at a minimum of every 45 days
 - g. Track number of unduplicated youth referred for Level 3 or 1915(i)
 - h. Track number of unduplicated youth who were referred that are eligible for Level 3 or 1915(i)
 - i. Track number of unduplicated youth who enrolled after being deemed eligible for Level 3 or 1915(i)
 - j. Track number of unduplicated youth deemed ineligible for Level 3 or 1915(i)
 - k. Refer those deemed ineligible to appropriate resources (track those resources)
 - l. Track number of youth stepped down from RTC or other Inpatient level of care who were referred for Level 3/1915(i) (by agency)
 - m. Track number of youth that go into inpatient hospitalization or RTC placement while enrolled in Level 3/1915(i)
 - n. Track the number of discharges
 - o. Track reasons for discharge
 - p. For youth who turn age 22, track what services they are linked to as they transition to the adult service system
 - q. Report client and program outcomes quarterly as negotiated with WCLBHA

Staffing Requirements

The applicants should refer to COMAR 10.09.89-90 for the staffing requirements for Mental Health Case Management: Care Coordination, including Care Coordinators and Care Coordinator Supervisors. It is important to highlight the one (1) to eight (8) staffing ratio for Independently Licensed Mental Health Clinicians (typically in the role of Care Coordinator Supervisors) to Care Coordinators per COMAR. If the Care Coordinator Supervisor is not an Independently Licensed Mental Health Clinician, they must be supervised by an Independently Licensed Mental Health Clinician who will maintain the 1 Full Time Equivalent (FTE) to 8 FTE ratio.

Employing qualified, highly trained, and experienced staff is a critical component of Care Coordination due to the diverse needs of individuals served. In addition to the requirements set forth in COMAR, programs selected through this procurement will be expected to have robust staff training plans that include at least the following: obtaining and maintaining entitlements, cultural and linguistic competence, person centered planning, strengths-based case management, and motivational interviewing. Training for

the Care Coordination model is available through the University of Maryland, School of Medicine. All Care Coordinators and Care Coordinator Supervisors are required to complete this training series per the Behavioral Health Administration's prescribed timelines. Annual certification related to the CANS assessment tool is also required for all Care Coordinators and their Supervisors and is available at no cost through Northwestern University.

Staff should be provided with suitable supervision using methods of support and accountability that are tailored for staff who spend most of their time in the field.

Reporting

The selected applicant will be expected to report client-level data to WCLBHA and its partners. Quarterly program reporting may be required on key indicators that are assessed throughout the clients' tenure with the program. WCLBHA will collaborate with the selected provider on the data points and method of data submission. The selected contractor will use their organizational electronic health record to record the relevant information for reporting activities.

The CCO will also be required to follow the Reportable Events policy and procedure to be defined under the 1915(i). For definitions of Reportable Events and a sample policy used for the 1915(i).

Outcomes

Children and Families

WCLBHA in conjunction with BHA and Children's Cabinet systems partners, manages a SOC that is responsible for concrete outcomes that reflect the State's commitment to maintaining ties among youth, their families, and communities while delivering effective clinical care and social support services to youth with emotional and behavioral challenges.

For 1915(i) youth, there are specific data points that are mandated by State Medicaid and BHA based on the approved State Plan Amendment (SPA). The SPA indicates that the following data is to be collected by CCOs and report to local and state authorities:

- % of youth with a CFT meeting within the last 45 days;
- % of participants whose plan of care (POC) was updated to include change in progress, services or other areas within five (10) days of the team meeting;

- % of participants whose POC indicates they were afforded choice in the selection of services and providers;
- % of youth who are dis-enrolled as a result of moving to a setting that is not authorized in this SPA.
- % of youth who reside within approved living situations or who is in a result of moving to a setting that is not authorized in this SPA; and
- % of replicable events involving abuse, neglect, and/or unexplained deaths reported according to policy.

Additions or changes to the 1915(i) data requirements may be modified at the discretion of State Medicaid or BHA.

G. Format and Content of Proposal

Instructions: Applicants should provide all required information in the format below.

The proposal should be submitted in Times New Roman 12-point font, single-spaced with page numbers, and printed single-sided on 8 ½" x 11" papers.

One original and **five duplicates** of the full proposal along with a Cover Letter shall be placed into a sealed envelope labeled with the following information:

- Applicant organizational name(s) and address(es)
- Title of this RFP in the lower right-hand corner
- Applicant's contact person's name, email address and telephone number
- Electronic submission will be requested after the deadline date.

Cover Letter

The cover letter should be completed, signed and dated by an authorized representative of each applicant organization. The cover letter must include the full legal name of the applicant organization.

Program Proposal

The proposal should be a clear, concise narrative that is organized by and responsive to each of the below sections and criteria.

A. Table of Contents

B. Understanding of and Commitment to System of Care and Person-Centered Care Practice (15 Points)

1. Demonstrate understanding of System of Care practice and principles delivery model.
2. Demonstrate understanding of Person-Centered Care.
3. Describe efforts your organization has and/or intends to make to reflect System of Care principles, Service delivery model, and Person-Centered Care within administration, operations and practice to include, as applicable, Board of Directors membership, organization culture, service delivery, and partnerships.

C. Organizational Capacity & Expertise (25 Points)

1. Provide documentation of your organization's capacity to be approved as a Mental Health Case Management provider under COMAR 10.09.89-90 and meet the criteria to be considered for funding as detailed in the Applicant Qualifications Section of this RFP.
2. Provide a brief statement of your organization's history and experience in delivering mental health services to children and youth with serious behavioral health challenges makes available additional home- and community-based services.
3. Describe your agency's vision and philosophy for strengthening and supporting families who have children with intensive needs that require cross-agency and cross-discipline interventions to keep them in their homes/communities.
4. Provide a brief statement describing your organization's three strongest assets in the provision of behavioral health services.
5. Provide a brief description of your organization's history of forming partnerships with other community-based organizations. Include description of any partnerships or collaborations with public agencies, private service providers, businesses, religious organizations, law enforcement agencies, or other community-based organizations that have helped you to deliver your services to families and individuals.
6. Describe your experience operating similar services to those in this RFP's Scope of Work and Deliverables within the past four years, including the ability to function as a provider and CCO, provide service delivery, and adhere to SOC practice and principles. Include numbers of families served, race/ethnicity and languages spoken, strengths and needs of families, specific program services, and any data collected to measure the results of the program and what that data show regarding your effectiveness.

7. Provide a brief statement of how your organization's current practices ensure that services are delivered in a culturally competent manner, responsive to the diverse communities served, including languages, histories, traditions, beliefs and values.
8. Describe how your organization will assess and work with individuals who have limited English proficiency, including the procedures in place to address service access for these individuals along with your agency's process for addressing cultural competency, in general. More specifically, describe your agency's process for addressing cultural competency in the context of developing plans of care and conducting Child and Family team meetings for individuals/families with limited English proficiency.
9. Provide information demonstrating your organization's capacity to be successful in implementing assessment instruments and data management systems.
10. Describe your organization's history for meeting program goals, achieving positive outcomes for children, families, and meeting targets for the submission of required data on service delivery and activities.
11. Describe your organization's capacity to access reimbursement through the Public Behavioral Health System for mental health treatment services.
12. Describe the location of the office where the care coordinator staff and case files will be housed and how it promotes access to families.
13. Include *two* letters of support as attachments that demonstrate strong collaboration efforts of your work within a multi-systemic framework.
14. Provide a timeline for hiring, recruiting and training of all staff responsible for the services in this RFP.

D. Approach (35 Points)

Program Plan

1. Describe how the applicant would implement the Scope of Service and demonstrate how the approach would fulfill the values of WCLBHA. This section should be as detailed as possible and *must* include an Implementation *timeline*.
2. Describe how many total unduplicated youth applicant plans to serve program-wide through care coordination (including a breakout by level of care);
3. Proposed caseload ratios for each level;

4. Plan for meeting the needs of transitional aged youth;
5. Plan to handle future increases in demand for services and capacity;
6. A work plan should accompany the timeline to outlines roles and key milestones in the core implementation areas, to include:
 - i. Policies and procedures to address the program model, crisis response, reportable events, and consumer complaints
 - ii. Human resources development - recruitment/hiring, staff performance review and feedback, training and professional development, and supervision
 - iii. Continuous quality control improvement for internal organization processes and client-driven outcomes. Describe how you will reach out to engage families and individuals upon referral, ensure that the Plans of Care are family- youth or adult-driven, and retain active family, youth or adult participation throughout the service time frame.
7. Describe how you will keep track of the required timeframes for assignment of Care Coordinators Plan of Care.
8. Describe how the organization will handle communication with families and individuals of approvals or denials for services.
9. Describe how you will manage enrollment processes for Level 3 and 1915(i) youth, accounting for the additional Certificate of need documentation and financial eligibility screening. Please indicate how your organization anticipates serving a family denied the highest level of intensity of care coordination (Level 3/1915(i)), as well as what other services may be available in the local community.
10. Describe your plan for marketing and communicating the care coordination any of services to local partners and families.
11. Describe how you will enhance your current relationship with other child, and adult- serving and community-based organization, businesses, religious organizations, law enforcement agencies, or other community-based organizations in order to facilitate appropriate linkages and services to families and adults to meet needs identified in the Plans of Care by the Child and Family Teams.
12. Describe how you will incorporate families and community members into ongoing resources/services/ strength identification and evaluation process.
13. Describe how you will identify and engage informal and natural supports for each

family

14. Describe how you will ensure that continual assessment of child and family
15. Describe your policies and procedures for handling critical incidents.
16. Describe your plan to ensure that qualified staff is available 24 hours per day, 7 days per week to address crises and prevent disruptions of service. The CCO must ensure that staff maintain flexible work hours to ensure that they are available at times when the families and individuals are available, which may include early morning, evening, and weekend hours.
17. Provide examples of how you intend to involve families, youth, and agency stakeholders in policymaking and operations.
18. Provide detail on behavioral health services provided by your organization as well as any relationship your organization has with any provider/provider entity and the structure/process or firewall you will use to avoid conflicts of interest, self-referrals and the appearance of impropriety.

Data Collection and Record-Keeping

1. Describe your format for record-keeping (paper and/or electronic) and how you will keep Case Record Files up-to-date, accounting for timelines required for Plans of Care, crisis plans, etc. Describe your internal review process for quality control of records.
2. Describe how you will keep Case Record Files and other data entry confidential.
3. Describe how the case information will be entered into your organization's electronic health record in a timely manner.
4. Describe how you will collect and maintain information so that you can respond to reporting requirements.
5. Describe protocols and policies in place to protect confidentiality and client information and records as per the Health Insurance Portability and Accountability Act.

Evaluation and Continuous Quality Improvement

1. Provide your organization's Quality Assurance Plan.
2. Describe how you will design your service delivery to ensure achievement of the identified program performance measures.

3. Describe how you will use the data collected for reporting and evaluation purposes to maintain and strengthen your service's success in impacting families and meeting the program performance measures. Describe the processes your organization intends to employ to assure that behavioral health service delivery is monitored and leads to continuous quality improvement efforts.

E. Budget and Budget Narrative (10 Points)

SEPARATE FROM/ THE REST OF THE PROPOSAL.

Please provide a line-item budget using the budget form 432B. (Attachment B) Please refer to content MHCM regulation for actual rates. The budget should be developed based on all available information at the time this proposal is issued.

A Budget Narrative is also required. The Budget Narrative should provide justification of each line-item expense related to the funds requested in your proposal. The budget and budget narrative should include the following:

- Anticipated fee-for-service revenue;
- The total projected actual program cost, including the identification of any additional revenue sources that support this proposal (e.g. matching grant or local government funding);
- Line-item operational costs detailing all expenses related to the program's costs;
- Line-item staff costs including detailed fulltime equivalents;
- Outline which services associated with this project will be billed through third party payers, such as fee-for-service revenue;
- A clear description in the narrative of the fee-for-service fund uses and historical collection rates;

F. Staffing Plan (10 points)

Describe the educational background and experience of licensed mental health professional staff to be assigned to this project. Include a copy of all licenses and professional certifications of current staff. If the applicant plans to bring on new hires, copies of relevant licensure and background checks must be sent to WCLBHA within 2 weeks of date of hire. Those working with children may not be hired until criminal background checks have been complete and results received. Please describe the recruitment process to appropriately staff MHCM/Care Coordination. In addition, explain how your organization would handle any staff vacancies, should they occur. Indicate any relevant trainings your agency will make available to staff and/or skills staff possesses to maximize successful implementation of the scope of work as outlined in this RFP.

- a. Provide an organizational chart and staffing plan for the proposed position(s) as an attachment.
- b. Indicate your plan for recruitment, retention, and supervision of staff to assure implementation of mental health services as described in this RFP. In addition, explain how your organization would handle any staff vacancies, should they occur. Indicate any relevant trainings and/or skills staff possesses to maximize outcomes and implementation of the Scope of Service outlined in this RFP.
- c. Describe the staffing pattern you will use to deliver the proposed services which will ensure the required availability to families during traditional and non--traditional hours.
- d. Describe recruitment, retention and supervision practices that your agency plans to employ and retain licensed mental health professionals.
- e. Describe organizational management (i.e., staff supervision and accountability, and how this approach will ensure the project's goals and objectives are met), including the flexibility to dedicate staff to these efforts during the period of the contract.
- f. Provide the names and titles of the key management personnel directly involved with supervising the services rendered under the contract.
- g. Describe administrative services and oversight; include how administrative oversight would be provided and how the approach would be responsive to and supportive of the goals and objectives of the project.

G. Supporting Documents (Appendices for Submission)

All proposals must contain the following as appendices:

- a. Current or most recent state approval letters or licenses that document experience providing mental health services in Maryland under COMAR 10.63.03.04 (Mobile Treatment Services), 10.63.03.05 (Outpatient Mental Health Center), or 10.63.03.10 (Psychiatric Rehabilitation Program) or 10.09.89-90 (Mental Health Case Management: Care Coordination).
- b. Agency organizational chart.
- c. Program organizational chart.
- d. Two letters of support that demonstrate strong collaboration efforts with youth and family service programs, entities, agencies, etc.
- e. Your most recent Office of Health Care Quality Site Visit Report and applicable Statement of Deficiencies.

- f. Certificate of Good Standing status with the Maryland State Department of Assessments and Taxation.
- g. Most recent Financial Audit and Management Letter (if applicable).

H. Evaluation and Conditions

All proposals accepted by the Worcester County Local Behavioral Health Authority will be reviewed to determine whether they are satisfactorily responsive to this RFP. Proposals that are determined to lack satisfactory responsiveness will not be reviewed or rated. An evaluation committee will evaluate and rate all responsive proposals based on the evaluation criteria listed below.

Rating Criteria:

Grantees will be selected, and funds awarded based on the following:

Understanding of and Commitment to System of Care Practice **15 points**

- Based upon adequacy of response to listed criteria.

Organization Capacity & Experience **25 point**

- Based upon adequacy of response to listed criteria.

Approach **35 points**

- Based upon adequacy of response to listed criteria.

Budget and Budget Narrative **10 points**

- Based upon adequacy of response to listed criteria.

Staffing Pattern **10 points**

- Based upon adequacy of response to listed criteria.

Completeness of the Application **5 points**

- The Evaluation Committee will consider the completeness of the application and the clarity of the statements within the proposal, including availability and accuracy of supporting documentation.

Maximum Points=100

Basis for Contract Award

A contract award will be made to applicants whose proposals are determined to be the most advantageous to achieving the goals and objectives, taking into consideration the budget, budget narrative and such other factors or criteria set forth in the RFP. The contract award shall be subject to: the timely completion of contract negotiations between the WCLBHA and the selected applicant, and demonstration that, as of the contract start date, the contractor has sufficient administrative and management capabilities to operate the program.

Applicant Cost

Applicants ***will not*** be reimbursed for any costs incurred to prepare proposals.

WORCESTER COUNTY MARYLAND
STANDARD TERMS

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.

ATTACHMENTS

- A. Proposal Cover Sheet
- B. References
- C. Conflict of Interest Affidavit and Disclosure
- D. Code of Maryland Regulations (COMAR)
- E. DHMH Form 432B

ATTACHMENT A: PROPOSAL COVER SHEET

Organization Information

Organization Name: _____

Address: _____

Website: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Organization Type: [] Non-Profit [] Government [] Private for Profit [] Other

Proposal Information

Project Name _____

Proposed number of enrollments (July 1, 2024 – June 30, 2025) _____

Total funding amount requested \$ _____

Estimated cost per participant \$ _____

Additional funds (cash or in-kind) that will support this project \$ _____

Organization’s total annual operating budget \$ _____

Requested project is _____ % of organization’s total budget

Is your organization involved in any active litigation? [] Yes [] No

Is your company currently involved in any mergers or acquisitions? [] Yes [] No

Have you included all items listed on the required documents checklist? [] Yes [] No

I hereby certify that to the best of my knowledge all information contained in this proposal is accurate and complete, that this is a valid proposal and that I am legally authorized to sign and to represent this organization.

Signature _____

Date _____

ATTACHMENT B: REFERENCES

Please list three references from whom you have received a grant and/or for whom you have performed similar work in the last five years.

Reference #1	
Company/Organization Name:	_____
Address:	_____
City, State, Zip	_____
Contact Person:	_____
Phone Number:	_____
Email:	_____
Type of Project:	_____
Dates of contract/work performed:	_____

Reference #2	
Company/Organization Name:	_____
Address:	_____
City, State, Zip	_____
Contact Person:	_____
Phone Number:	_____
Email:	_____
Type of Project:	_____
Dates of contract/work performed:	_____

Reference #3	
Company/Organization Name:	_____
Address:	_____
City, State, Zip	_____
Contact Person:	_____
Phone Number:	_____
Email:	_____
Type of Project:	_____
Dates of contract/work performed:	_____

ATTACHMENT C: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A conflict of interest is a set of circumstances that creates a risk that professional judgement or actions regarding a primary interest will be unduly influenced by a secondary interest. Conflicts of interest, **whether real, perceived, or potential**, must be disclosed. Disclosure of a potential conflict of interest does not make it an actual conflict and disclosure of an actual conflict of interest does not remove the conflict but allows the Local Management Board to transparently approach and manage the conflict.

- A. "Conflict of interest" means that because of activities or relationships with other persons/organizations 1) a person/organization is unable or potentially unable to render impartial assistance or advice to the Worcester County Local Behavioral Health Authority, or 2) the person's/organization's objectivity in performing the contract work is or might be otherwise impaired, or 3) a person/organization has an unfair competitive advantage.
- B. The bidder warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a real, perceived or potential conflict of interest.
- C. The following facts or circumstances give rise or could in the future give rise to a real, perceived or potential conflict of interest (explain in detail; if none, write N/A):

- D. The bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder will immediately make a full disclosure in writing to the Local Behavioral Health Authority of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct to the best of my knowledge, information and belief.

Signature

Date

Print Name and Title

Attachment D

Code of Maryland Regulations (COMAR)

The below list references the policies and procedures from COMAR that regulate MHCM in Maryland. For mental health providers that are seeking approval as a MHCM provider in the PBHS, an application must be developed based on these guidelines. An entity that wishes to become a MHCM provider in Worcester County will contact WCLBHA for technical assistance in the application process. WCLBHA provides support letters contingent upon completion of a satisfactory and comprehensive application. Completed applications are forwarded by the applicant to BHA for final approval.

10.09.90.02	Definitions
10.09.90.03	Participant Eligibility
10.09.90.04	Participant Eligibility- Levels of Intensity
10.09.90.05	Level I -General Care Coordination
10.09.90.06	Level II -Moderate Care Coordination.
10.09.90.07	Level III — Intensive Care Coordination
10.09.90.08	Conditions for Provider Participation A. Selection of CCOs
10.09.90.09	Conditions for Provider Participation — Eligibility
10.09.90.10	Mental Health Case Management Care Coordination Provider Staff
10.09.90.11	Covered Services
10.09.90.12	Plan of Care
10.09.90.13	Child and Family Team Meetings
10.09.90.14	Referral and Related Activities
10.09.90.15	Monitoring and Follow-Up Activities
10.09.90.16	Limitations

ITEM 9

10.09.90.17.	Preauthorization
10.09.90.18	Payment Procedures
10.09.90.19	Recovery and Reimbursement
10.09.90.20	Cause for Suspension or Removal and Imposition of Sanctions Cause
10.09.90.21	Appeal Procedures
10.09.90.22	Interpretive Regulation
10.09.45.04 E (12)	Compliance with fiscal reporting requirements.
10.09.45.06 C	The provision of ongoing case management. Comprehensive Assessment and Periodic Reassessment.
10.21.17.09 C (1) (f)	Requirement for a criminal background check for an employee who has access to minors.
10.21.17.09 C (1) (i) (ii)	Requirement for an annual driver's license report.

Attachment E

DHMH budget form 432B located on next page

PROGRAM BUDGET

ITEM 9

PROGRAM ADMINISTRATION: _____

GRANT NUMBER: _____ DATE SUBMITTED: _____

CONTRACT PERIOD: _____ FISCAL YEAR: _____

ORGANIZATION: _____ PHONE #: _____

STREET ADDRESS: _____

CITY, STATE, COUNTY: _____ ZIP: _____

PROGRAM TITLE: _____

CHARGEABLE SERVICES (Y/N) _____ DHMH PROVIDES 50% OR MORE OF FUNDING (Y/N) _____

FOR DHMH USE ONLY _____

LINE ITEMS MAY NOT BE CHANGED	OTHER DIRECT FUNDING					PROGRAM BUDGET
	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES						
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE						
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING						

DHMH 432B (Rev. Feb. 1997)



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: January 16, 2024
RE: Request to Bid – Riddle Farm Force Main Bypass Design

Attached for your review and approval are proposal documents to contract for the Riddle Farm Force Main Bypass design project in the Riddle Farm Service Area. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding for these services is available under account 100.1801.6160.151, Tri County Economic Dev Grant.

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

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



REQUEST FOR PROPOSAL

PROJECT: Riddle Farm Force Main Bypass Design

DEPARTMENT: Public Works

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for design and bidding phase services in the Riddle Farm Service Area for the Riddle Farm Force Main Bypass design in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT PROPOSAL DOCUMENTS

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

E. SUBMISSION OF PROPOSAL DOCUMENTS

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

H. QUALIFICATIONS

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

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

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. PROPOSAL EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with

the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.

2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

M. 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.

N. PERFORMANCE AND PAYMENT BONDS

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

O. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.

3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from Consulting Engineering firms for design and bidding phase services in the Riddle Farm Service Area for the Riddle Farm Force Main Bypass design 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. BACKGROUND

1. The Worcester County Commissioners are proposing to have a permanent sanitary sewer force main emergency bypass line construction from the Riddle Farm Wastewater Treatment Plant (WWTP) to the Ocean Pines Sanitary Service Area.
2. The Riddle Farm WWTP is located on Gray's Corner Road adjacent to the Glen Riddle golf courses and subdivision. The WWTP was built by the Glen Riddle developer in 2003 and deeded over to Worcester County.
3. By separate contract, Worcester County DPW will be upgrading major equipment components at the WWTP requiring that portions of the treatment process be out of service for extended periods. This contract proposes to re-route sewage to the Ocean Pines WWTP by an interconnection to an existing Worcester County sewer network during the treatment plant construction and offers significant resiliency to the County's wastewater operations beyond the plant rehabilitation.

D. SUMMARY

1. **Task 1: Alignment Selection and Base Survey**
 - a. Seek input from at least two (2) horizontal direction drilling contractors on Delmarva, to develop the most practical and cost-effective alignment for installation.
 - b. Consult with Worcester County DPW on the rough location of the sewer bypass line route and alignment for survey purposes.
 - c. Perform a field reconnaissance, physical and topological survey of the area along the alignment selected and areas proposed for HDD entrance and exit pits. The use of GIS aerial mapping with elevation contours may serve as base mapping for the field survey.
2. **Task 2: Environmental Permitting**
 - a. Perform field delineation of tidal and nontidal wetlands.
 - b. Prepare and submit a wetland impact permit application for the subaqueous drilled crossings. This work shall be suitable for submittal to the US Army Corp of Engineers (USACE) and Maryland Department of the Environment (MDE).
 - c. Respond to regulatory authorities for any comments or revisions they would like addressed on the permit application or plans up until issuance of permit.
 - d. Allow for up to two (2) site visits with the USACE and/or MDE prior to or after permit application submittal.
3. **Task 3: Design and Construction Permitting**
 - a. Prepare final design plans, profiles, details for the piping and valving and appurtenances and prepare specifications and bidding documents in accordance with County guidelines for public bidding.

- b. Consult with Worcester County DPW throughout final design to review and confirm alignments, control strategies, valves, and material selections.
 - c. Submit stage prints at the 30%, 60%, 90%, and 100% levels and meet with County staff for review and comment. Allow for up to three (3) in person meetings to review stage prints.
 - d. Coordinate and solicit proposals from subcontractors and subconsultants for specialty services. Proposals include subsurface utility engineering (SUE); geotechnical borings necessary for permitting and HDD design; and electrical design associated with the flow control strategy.
 - e. Provide a construction cost estimate to Worcester County DPW at the 60% and 90% submittal stages,
 - f. Prepare a Maryland Department of the Environment (MDE) Sewerage Construction permit application along with accompanying drawings for the County's submittal of a construction permit to MDE for this project. This work shall be suitable for submittal to MDE for their review.
 - g. Respond to MDE during their review of the Sewerage Construction permit application up until issuance of the permit.
 - h. Prepare Bid Documents including Bid Drawings with on-drawing specifications prepare the technical portion of the Bid Documents (not the contract) in accordance with County standards.
4. **Task 4: Bidding Phase Services**
- a. Solicitation of construction contractors shall be through a competitive sealed bid process.
 - b. Attend the pre-bid meeting with construction contractors, record and distribute meeting minutes.
 - c. Respond to contractor requests for information.
 - d. Review contractor bid packages and provide written recommendation for award of construction contract.
 - e. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
 - f. Provide value engineering recommendations in cases where bids come in higher than construction funding available.
 - g. Assist in value engineering negotiations with bidders as needed.
5. **Task 5: Construction Administration Services**
- a. Chair preconstruction meeting with successful contractor, record and distribute meeting minutes.
 - b. Review of project submittals.
 - c. Respond to Requests for Information.
 - d. Review of the project schedule.
 - e. Chair monthly progress meetings and provide meeting minutes.
 - f. Review contractor's pay requests and make recommendations for payment.
 - g. Prepare and submit payment reimbursement request to potential funding agencies.
 - h. Conduct on-site conformational survey of critical elevations (i.e. lift station inverts, bottom elevation, sewer manhole inverts, etc.).
 - i. Prepare as-built drawings based on contractor prepared red line drawings.

- j. Overseeing force main testing and startup.
- k. Scheduling and attending the final inspection of the construction, prepare the final punch list.
- l. Certifying project completion and providing final construction certification to the Maryland Department of the Environment.
- m. Consultant shall provide an hourly rate for construction inspection services and include the qualifications of the proposed construction inspector.

E. ADD ALTERNATE

- 1. Perform a hydraulic analysis on the selected sewer force main pipe sizing and routing to confirm adequate pipe sizing and appropriate interfacing with the receiving sewer network in the Ocean Pines service area (to the downstream receiving Pump Station T.

F. PROPOSAL RESPONSE

- 1. Each proposal shall include the following information at a minimum:
 - a. General Description of the Firm, including the office responsible for completion of the work
 - b. Approach to completion of this project
 - c. Management and Staffing Plan to identify the key personnel assigned to the project
 - d. Qualifications of the firm, including specific qualifications of the Project Manager, subconsultants, and key personnel
 - e. Quality Control program description
 - f. References for similar projects
 - g. Cost proposal as described in the Proposal Form
 - h. Schedule of completion including major milestones of Percent Complete (30%, 60%, 90%, and 100%), Surveying, Design Phases and Layout, and Permitting in Microsoft Project gant chart format or equivalent. Highlight any critical path items.

G. GENERAL REQUIREMENTS

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

H. PRE-PROPOSAL CONFERENCE

- 1. A pre-proposal meeting will be held on _____ at the Water and Wastewater Division Administrative Office, located at the Ocean Pines Wastewater Treatment Plant, 1000 Shore Lane, Berlin, Maryland 21811.

I. PAYMENT

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

J. QUESTIONS

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

K. AWARD

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

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

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

Weighting Factor	Criterion
25%	Qualifications of the organization
25%	Vendor's experience on similar directional drilled force main (greater than 5,000' length) projects
20%	Vendor's organizational capacity to meet the demands of the RFP specifications
10%	Vendor's professional references
20%	Vendor's overall fee schedule and related expenses

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “RIDDLE FARM FORCE MAIN BYPASS DESIGN” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Alignment Selection & Base Survey	
2	Environmental Permitting	
3	Design & Construction Permitting	
4	Bidding Phase Services	
5	Construction Administration Services	
TOTAL		

OPTIONAL ITEMS

Hourly Rate for Inspection And RPR Services	\$_____ /hour
Add Alternate 1: Sewer Network Hydraulic Analysis (Lump Sum)	

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

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

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

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

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

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

Sign for Identification

Printed Name

Title

Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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



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: January 16, 2024
RE: Request to Purchase – Pocomoke Middle School Basketball Multi Sport Court

Recreation and Parks is requesting to purchase and have installed a permeable sport court floor with lines for soccer and basketball at the Pocomoke Middle School basketball court. This unit comes with basketball hoops, soccer goals, lights, and walls on all four sides to contain the ball. I have included an example below. This will be installed once the court renovation is completed in the spring.

These services have been quoted by Musco Sports Lighting, LLC through their cooperative contract with Sourcewell. The total contract amount including installation is \$148,000. Funding is available for this purchase under POS Development Account - 100.1602.500.6160.241. Please see the attached quote for additional information.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



Quote

**Worcester County Mini Pitch
Pocomoke City, MD
January 2, 2023**

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcewell purchase – contract number: 041123-MSL

Quote – Materials & Installation

Musco's Mini-Pitch System™ Modular Sports Solution as described below, and delivered to the job site:

(1) – 50' x 84' Mini-Pitch System™ and installation \$148,000

Sales tax, bonding, are not included.

Pricing and lead times are effective for 60 days unless otherwise noted and is considered confidential.

System Description – Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

- Galvanized steel pole, fence panels, and structure
- Built-in goals
- Factory aimed and assembled TLC for LED® luminaires
- Remote electrical component enclosures
- Pole length wire harnesses
- Seating accommodations and cupholders
- Lockable storage
- Tile surface (includes two colors: Blue and gold/yellow, Soccer and basketball lines)
- Bison Basketball Hoop Systems and Installation
- Pushbutton for player activated on/off

On Field Performance – control to benefit players and spectators

- Light is directed onto the surface, allowing for enhanced visibility
- Control-Link® control system for remote on/off control

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years



Quote

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
 Attn: Musco Contracts
 Fax: 800-734-6402
 Email: musco.contracts@musco.com

**All purchase orders should note the following:
 Sourcewell purchase – contract number: 041123-MSL**

Musco Services provided:

- Structural Installation of the Mini Pitch System™
- Electrical Installation of the Mini Pitch System™
- Tile surface installation

Delivery Timing

10 – 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase.

Asphalt must be poured at least 4 weeks prior to mini pitch installation.

Notes

Quote is based on:

- Shipment of entire project together to one location
- 240 Volt, 1 phase electrical system requirement, pending confirmation**
- Structural code and wind speed = 2018 IBC, 115 mi/h, and exposure: C, Importance Factor Risk Category II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, any power company fees, and obtaining any necessary permits.
- Does not include removal of existing basketball hoops
- Existing Asphalt and new extension by others

Thank you for considering our Team for your modular sports solution needs. Please contact me with any questions.

Karen Ventura
 Soccer Market Representative
 Cell: 641-670-0010
 E-mail: karen.ventura@musco.com





Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: January 11, 2024
SUBJECT: Letter of Support Request –Motor Home and Recreational Trailer Shows

We received a request for letter of support for a bill a authorizing out-of-state motor home or recreational trailer dealer to display motor homes and recreational vehicles at vehicle shows in Worcester County.



February 14, 2023

Environment and Transportation

Room 251

House Office Building

Annapolis, MD 21401

Re: HB0545 Vehicle Laws - Annual Vehicle Shows - Motor and Trailer Homes

Dear Members of the Environment and Transportation Committee,

Travel and tourism is a critical driver of economic growth and employment in Maryland. Millions visit Ocean City each year, drawn by the promise of unrivaled destinations and experiences, whether touring for pleasure, visiting friends and family, or conducting business. Whether exploring our 10 miles of beautiful coastline and state parks, cultural heritage or immersing themselves in what makes this destination unique, our visitors bring an immense economic benefit to Maryland. Not to mention, what they take home when they leave is just as important as the jobs and growth their visits create, as many return year after year.

RV and Van Life Travel have become very desirable after COVID-19. According to the 2022 KOA Camping Report RV ownership has increased by 62% in the last 20 years. In 2021, camping accounted for 40% of all leisure trips, with more than half of the travelers including camping in some or all of their travels. In addition, 56% of campers are interested in an RVing experience in 2022, including 47% who would like to experiment with full-time RVing and 43% who want to live the "van life." Families are discovering new ways to live, work and play, and COVID-19 has instilled a sense of adventure and a desire to get out and explore now.

People want to network with like-minded travelers when creating their next mobile adventure, and Ocean City is one of the best places to learn and experience RV Life because of what surrounds us. Ocean City, MD, has over 20 + Campgrounds within a 60-mile radius and 18+ RV Dealerships within a 60-mile radius. Our destination also embraces all the outdoor activities that RV Life seeks: bike riding, fishing, canoeing/kayaking, birdwatching, hiking, and more.

Currently, the law restricts any outside MD licensed dealer (anything that needs a title and tag from the MVA) from displaying in the state of Maryland. Unless the vendor owns and operates a business in the State of Maryland, they cannot display their product at the Convention Center, which limits the depth of what we can provide for those seeking these experiences. Most of what we consider "local RV dealers" are located in Delaware and Virginia, followed by Maryland's 8 RV dealers on the other side of the Chesapeake Bay Bridge (outside the 60-mile radius). There are also many RV brands not sold in Maryland, limiting the choices we can offer at our show – like Airstream, located in VA and NJ.

The Ocean City East Coast traveler is from Maryland, DE, VA, PA, NJ, NY, OH and more and we would like to include surrounding RV and trailer dealers at our show, increasing the diversity and product mix, in turn giving the consumer more options, and more reasons to visit our town for the RV Show. There will be businesses from many different states showcasing their products, destinations, and inventive solutions for life on the road and we would like to include the RV Dealers and trailer dealers who make it possible for them to travel to different places to also be able to display.

I strongly and respectfully request that this committee provide House Bill 545 with a favorable report.

Sincerely,

Jennifer Sabini Evans

Marketing Director - OC RV Show

Beach Chicken Productions LLC



R4

4r1254
CF 4r1256

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Buzard
Typed by: Lynn
Stored – 11/13/23
Proofread by _____
Checked by _____

By: **Delegate Hartman**

A BILL ENTITLED

1 AN ACT concerning

2 **Worcester County – Motor Home and Recreational Trailer Shows – Out-of-State**
3 **Dealers**

4 FOR the purpose of authorizing out-of-state motor home or recreational trailer dealers to
5 display motor homes and recreational vehicles at vehicle shows in Worcester County;
6 and generally relating to motor home and recreational trailer shows in Worcester
7 County.

8 BY adding to

9 Article – Transportation

10 Section 15–304(g)

11 Annotated Code of Maryland

12 (2020 Replacement Volume and 2023 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
14 That the Laws of Maryland read as follows:

15 **Article – Transportation**

16 15–304.

17 **(G) (1) THIS SUBSECTION APPLIES ONLY IN WORCESTER COUNTY.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



4lr1254

1 **(2) AN OUT-OF-STATE DEALER OF MOTOR HOMES OR RECREATIONAL**
2 **TRAILERS THAT IS LICENSED BY THE LICENSING AUTHORITY OF ANOTHER STATE:**

3 **(I) MAY DISPLAY OR EXHIBIT MOTOR HOMES OR**
4 **RECREATIONAL TRAILERS AT VEHICLE SHOWS FOR MOTOR HOMES OR**
5 **RECREATIONAL TRAILERS; BUT**

6 **(II) MAY NOT EXECUTE A BUYER’S ORDER OR ACCEPT A**
7 **DEPOSIT.**

8 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2024.

Worcester County

MARYLAND

Annual Comprehensive Financial Report

FISCAL YEAR ENDED JUNE 30, 2023

WWW.CO.WORCESTER.MD.US





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Worcester County
Maryland**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003PHILLIP G. THOMPSON, CPA
FINANCE OFFICERJESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston E. Young, P.E. - Chief Administrative Officer
FROM: Phillip G. Thompson - Finance Officer *P.G.T.*
DATE: January 6, 2024
SUBJECT: State Department of Assessment and Taxation – News Release

As you are aware, the State Department of Assessments and Taxation (SDAT) has traditionally provided a “News Release” at the end of the calendar year summarizing the upcoming state-wide real property reassessment activity. In keeping with that tradition, the SDAT News Release (attached) was issued on December 29, 2023 and provides a summary of the reassessment activity across Maryland. This document, although correct in its entirety, creates confusion among taxpayers and typically results in many calls to our office with concerns regarding its impact on their county tax bills. As a result, I would like to spend a few minutes explaining the impact of the reassessment process to the Commissioners and how this information will be processed in the upcoming FY25 budget year and the following years.

The anticipated property value increase is 23.4% across Maryland and 46.1% for Worcester County in the recent document. It is important to point out that this reflects the entire increase that will be recognized for this tax area over the next three fiscal years. The reassessment process is a three-year cycle in which every third year one of the county tax districts are reassessed and the new value is then phased in equally over the following three years. As a result, the properties in Tax Area 3 (map attached) will not be subject to this full value until it is fully “phased-in” in FY27. In addition, those accounts who qualify for the Homestead Credit will benefit from a 3% cap on annual assessment increases which further buffers the rising assessed values. Our Homestead Credit cap of 3% remains the 3rd lowest in the state and we continue to have 3rd the lowest property tax rate in Maryland.

The projected total increase to our assessable base in FY25 is currently estimated to total 10.83% using the most recent data. Similarly, we anticipate the property tax revenue will increase by approximately 7.97% in upcoming FY25 because of the net effect of the rising assessments and rising homestead credit values assuming a stable real property tax rate.

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

Press Release



For immediate release:
December 29, 2023

Contact:
Meghann Malone

Maryland Property Values Rise 23.4% According to Maryland Department of Assessments and Taxation's 2024 Reassessment

BALTIMORE – The Maryland State Department of Assessments and Taxation today announced its 2024 reassessment of 767,226 "Group 3" residential and commercial properties. In Maryland, there are more than two million property accounts that are split into three groups, each appraised once every three years. **The overall statewide value increase for "Group 3" properties was 23.4% since its last reassessment three years ago.**

The overall statewide increase was higher than 2023's 20.6% increase, representing an average increase in value of **25.6% for all residential properties** and **17.6% for all commercial properties** over the three-year period since the last "Group 3" reassessment for January 2021.

"For six consecutive years, all 23 counties and Baltimore City have experienced an increase in residential and commercial property values, indicating that owning a home or business in Maryland continues to be a good investment," said SDAT Director Michael Higgs. "SDAT is pleased to provide our customers with new and improved reassessment notices this year and, as part of our Tax Credit Awareness Campaign, each reassessment notice includes information about the Departments' Homeowners' and Homestead Tax Credits, which save Marylanders more than \$260 million in taxes each year."

The 2024 assessments for "Group 3" properties were based on an evaluation of 85,904 sales that occurred within the group over the last three years. If the reassessment resulted in a property value being adjusted, any increase in value will be phased in equally over the next three years, while any decrease in value will be fully implemented in the 2024 tax year. **For the 2024 reassessment, 96.6% of Group 3 residential properties saw an increase in property value.**

Property tax assessment notices were mailed to Group 3 property owners on Thursday, December 28, 2023. A map of which properties fall into Groups 1, 2, and 3 and their respective years for reassessment can be viewed on SDAT's website [here](#). For additional statistics and information, please visit the [Department's Statistics & Reports webpage](#).

 [Maryland Property Values Rise 23.4% According to Maryland Department of Assessments and Taxation's 2024 Reassessment](#)

**Table R-1
Residential and Commercial Full Cash Value Change**

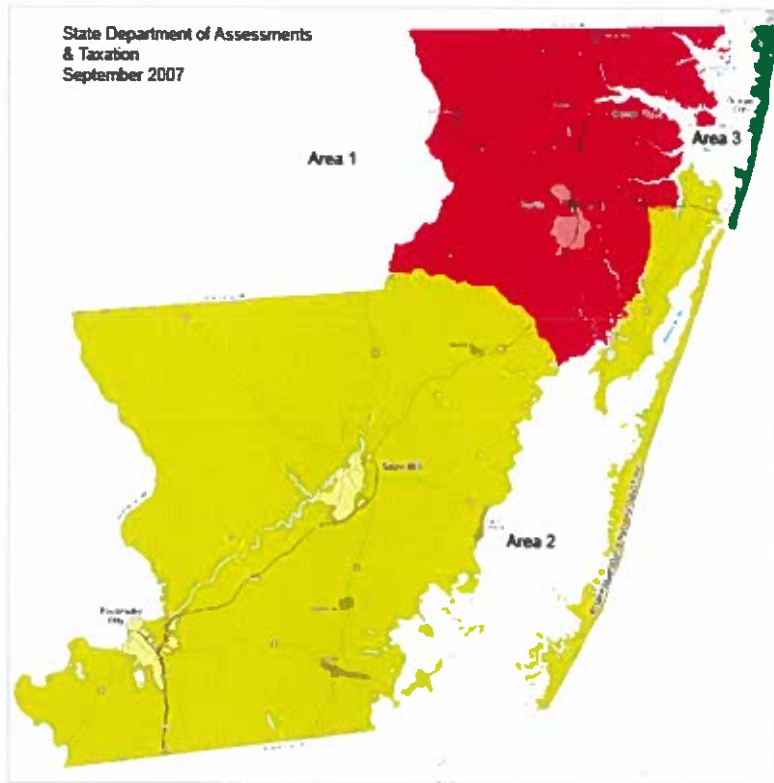
Value and Percent Change for Reassessment Group 3

January 1, 2021 Base Full Cash Values Compared To January 1, 2024 Reassessment Full Cash Values

Group 3 Jurisdiction	Residential			Commercial			Residential & Commercial Combined		
	1-Jan-21	1-Jan-24	% Change	1-Jan-21	1-Jan-24	% Change	1-Jan-21	1-Jan-24	% Change
Allegany	762,814,936	1,011,858,700	32.6%	446,905,100	492,851,000	10.3%	1,209,720,036	1,504,709,700	24.4%
Anne Arundel	26,617,357,300	32,889,570,800	23.6%	5,516,501,805	6,300,781,200	14.2%	32,133,859,105	39,190,352,000	22.0%
Baltimore City	9,153,270,165	10,924,538,100	19.4%	7,420,480,500	8,610,710,000	16.0%	16,573,750,665	19,535,248,100	17.9%
Baltimore	21,072,663,700	26,595,313,400	26.2%	6,973,221,100	7,975,649,700	14.4%	28,045,884,800	34,570,963,100	23.3%
Calvert	4,118,575,000	5,133,118,400	24.6%	579,057,600	734,532,400	26.8%	4,697,632,600	5,867,650,800	24.9%
Caroline	566,936,600	744,640,900	31.3%	141,937,900	152,906,200	7.7%	708,874,500	897,547,100	26.6%
Carroll	5,197,788,175	6,548,122,900	26.0%	1,558,869,200	1,797,454,400	15.3%	6,756,657,375	8,345,577,300	23.5%
Cecil	3,363,483,900	4,049,155,900	20.4%	1,665,497,600	2,085,201,700	25.2%	5,028,981,500	6,134,357,600	22.0%
Charles	7,136,104,000	9,155,406,300	28.3%	784,708,900	843,391,200	7.5%	7,920,812,900	9,998,797,500	26.2%
Dorchester	744,500,900	910,456,600	22.3%	148,373,100	169,640,300	14.3%	892,874,000	1,080,096,900	21.0%
Frederick	6,755,674,720	9,045,894,900	33.9%	2,499,300,700	3,060,201,400	22.4%	9,254,975,420	12,106,096,300	30.8%
Garrett	1,442,984,600	2,123,594,100	47.2%	153,158,500	177,651,400	16.0%	1,596,143,100	2,301,245,500	44.2%
Harford	8,427,216,300	10,439,344,100	23.9%	3,612,374,000	4,251,196,100	17.7%	12,039,590,300	14,690,540,200	22.0%
Howard	13,498,080,800	16,847,176,800	24.8%	4,975,509,400	5,406,360,100	8.7%	18,473,590,200	22,253,536,900	20.5%
Kent	764,089,100	952,831,300	24.7%	314,459,700	334,201,200	6.3%	1,078,548,800	1,287,032,500	19.3%
Montgomery	48,785,727,100	59,375,122,100	21.7%	24,011,910,800	28,716,946,200	19.6%	72,797,637,900	88,092,068,300	21.0%
Prince George's	22,542,043,000	28,031,682,300	24.4%	11,687,476,900	14,062,938,400	20.3%	34,229,519,900	42,094,620,700	23.0%
Queen Anne's	3,890,666,800	4,898,719,300	25.9%	511,014,000	614,377,700	20.2%	4,401,680,800	5,513,097,000	25.2%
St. Mary's	3,772,136,300	4,800,375,300	27.3%	1,408,475,400	1,720,297,000	22.1%	5,180,611,700	6,520,672,300	25.9%
Somerset	550,691,600	833,927,000	51.4%	160,173,200	164,963,800	3.0%	710,864,800	998,890,800	40.5%
Talbot	2,187,864,500	2,590,189,600	18.4%	84,932,900	100,720,400	18.6%	2,272,797,400	2,690,910,000	18.4%
Washington	2,753,741,100	3,864,356,500	40.3%	1,901,313,400	2,144,968,000	12.8%	4,655,054,500	6,009,324,500	29.1%
Wicomico	1,836,937,300	2,526,295,900	37.5%	509,892,100	580,386,100	13.8%	2,346,829,400	3,106,682,000	32.4%
Worcester	7,837,587,900	11,576,277,100	47.7%	926,276,300	1,227,132,100	32.5%	8,763,864,200	12,803,409,200	46.1%
TOTAL	203,778,935,796	255,867,968,300	25.6%	77,991,820,105	91,725,458,000	17.6%	281,770,755,901	347,593,426,300	23.4%

State Department of Assessments and Taxation
December 2023

Worcester County Reassessment Areas



Area 1	Assessment Area 1 will be reassessed for January 1, 2022
Area 2	Assessment Area 2 will be reassessed for January 1, 2023
Area 3	Assessment Area 3 will be reassessed for January 1, 2024

**Table R-4
July 1, 2023 County Established Assessment Caps**

Jurisdiction	July 1, 2023 County Assessment Cap*
Allegany	4%
Anne Arundel	2%
Baltimore City	4%
Baltimore	4%
Calvert	10%
Caroline	5%
Carroll	5%
Cecil	4%
Charles	7%
Dorchester	5%
Frederick	5%
Garrett	5%
Harford	5%
Howard	5%
Kent	5%
Montgomery	10%
Prince George's	5%
Queen Anne's	5%
St. Mary's	3%
Somerset	10%
Talbot	0%
Washington	5%
Wicomico	5%
Worcester	3%

*Annual assessment cap applies only to owner-occupied properties.

State Department of Assessments and Taxation
December 2023



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

TO: Weston S. Young, Chief Administrative Officer
Worcester County Commissioners
FROM: Kim Reynolds, Budget Officer
DATE: January 8, 2024
SUBJECT: Worcester County Budget Process FY2025

The FY2025 budget process is underway. In early December 2023, budget information for the fiscal year 2025 was distributed to departments and the budget schedule was forwarded to the towns and board of education. Departments and agencies are currently working on compiling their budget requests which are due on January 23, 2024. County Administration will have meetings with each department to discuss requests the second week of February, 2024.

On Wednesday, February 14th budgets requests from municipalities and Ocean Pines Association are due to County Administration. In addition, the Board of Education submits MOE and Non-Recurring for FY2025 on this date.

On Tuesday, March 5th municipalities and Ocean Pines Association will present their requests to the County Commissioners. The Board of Education submission of FY2025 Operating Budget to County Administration.

On Tuesday, March 19th the requested FY2025 consolidated operating budget will be presented to the County Commissioners. March 31st is the deadline for Non-Recurring MOE and Maintenance of Effort discussion regarding the MOE waiver filing deadline of April 1st.

There will be two budget work sessions with departments and agencies on Tuesday, April 9th from 9:00 am until 4:00pm and Tuesday, April 16th from 1:00 pm until 4:00 pm if needed.

The requested FY2025 Operating Budget Public Hearing will occur on Tuesday, May 7th, 2024 at 6:00 pm in the County Commissioners meeting room which is open to public comment.

Budget work session discussions regarding personnel matters and creating a balanced budget will occur on Tuesday, May 14th and Tuesday May, 21st if needed.

The FY2025 Consolidated General Fund Operating Budget Adoption date is Tuesday, June 4th, followed by the FY2025 Water & Wastewater Services and Solid Waste Enterprise Funds Budgets Adoption on Tuesday, June 18, 2024.



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL: 410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT

Re: Broadband Update

Date: January 8, 2024

Over the past few years (since 2021), the county has made large strides bringing broadband to rural areas in Worcester County as well as improving the county backbone. The county is actively working with several Internet Service Providers (ISPs) to complete this countywide project. Here are a few bullets from the providers.

Choptank Fiber

- Choptank has completed the **ARPA grant project funded by the County** in October of 2022 - constructing service and passing all **470** locations in just under 14 months.
- Choptank has opened service to approximately **150** locations on Croppers Island Rd, Marshall Creek Rd and Langmaid Rd from the **County ARPA Grant** that was transferred from Bay County Communications to Choptank in 2023; engineering is underway for the remaining 400 locations; they will complete construction and offer service to all locations by the end of 2024.
- Choptank has begun engineering and construction to the **243** locations in their Office of Statewide Broadband (OSB) FY23 grant area in Germantown and outside of Berlin; they are opening zones as they are completed; have opened service to **40** locations so far; will complete construction and offer service to all locations by the end of 2024.
- Choptank currently has materials on hand and construction crews in place. Choptank does not anticipate any obstacles and expects to complete all pending projects in Worcester County by the end of this calendar year (2024).

Talkie Fiber

- Completed construction for all Pocomoke areas A, B, C and Johnson Road from the Neighborhood Grant and RDOF Grant. This provides service and passes **558** homes.
- Completed the construction phase of Sheepphouse, Jones Road, Swan Gut and Big Mill Rd. After the fiber is pulled it will provide service/passed for **197** homes.

- Currently working on Rt 12 which includes Rt 12, Rabbit Knaw, Greenbackville, Bessen, and George Island Landing Rd. This will give a total of **446** served or passed homes.
- Have completed the Bishopville area with a total served or passed homes at 1,009.
- Have completed construction of the Whaleyville area and will placing the fiber starting in the coming weeks until finished. This will give this area a total of served/passed homes of **756**.
- Talkie is estimating to have most if not all construction done by the end of the first quarter pending inclement weather.
- The total number of homes passed and available to serve will **be 3,494**.

Maryland Broadband Coop (MdBC)

- MdBC has deployed the next generation of middle-mile optical equipment (Ciena 6500) throughout our Points of Presence (POP) on the Lower Shore. We are currently finalizing testing and expect to begin offering 100Gigabit transport services throughout the region before the end of January 2024.
- MdBC and Atlantic General Hospital (AGH) have expanded the Hospital's service reach within Worcester County. MdBC has also assisted AGH to qualify for an additional \$120,000 in federal telecommunications funds, bringing the two-year total of federal support to AGH to over \$300,000.
- In Worcester County, member ISPs are working with MdBC to expand their footprint of new and upgraded service offerings. MdBC is directly involved in new projects with Choptank Electric (Choptank Fiber), Comcast, Simple Fiber, and Talkie Communications.
- MdBC has upgraded cell service to 10Gigabit to the tower in Berlin, with plans to upgrade all MdBC served towers in the County to 10Gigabit by the end of 2024.
- Finalizing details on new diverse fiber path out of Worcester County, with plans to be operational later in 2024.
- Through the National Telecommunications and Information Administration (NTIA), the State of Maryland was awarded \$268M in Broadband, Equity, Access, and Deployment (BEAD) program funds. The OSB, which is part of the Department of Housing and Community Development, has drafted a plan for how they intend to distribute these funds and are awaiting federal approval from the NTIA. The OSB is hopeful of receiving approval of their plan from the NTIA sometime during the summer of 2024, at which point they will begin the process of allowing providers to apply for funds. During the public comment period, MdBC and the Eastern Shore Delegation, submitted requests that the plan rules be amended to allow for consortiums and/or public private partnerships be allowed to apply for funding in addition to last mile service providers applying solely.

Simple Fiber

- Simple Fiber is actively installing innerduct and fiber in the town limits of Pocomoke and will soon be expanding services to Berlin and Snow Hill.
- Simple Fiber will be completing their headquarters in Pocomoke over the next month or so.
- They have installed about 3 miles of fiber in Pocomoke so far.







- Simple Fiber is actively installing innerduct and fiber in the town limits of Pocomoke.
- Service will go live on February 1st, and we have about a dozen customers already pre-signed.

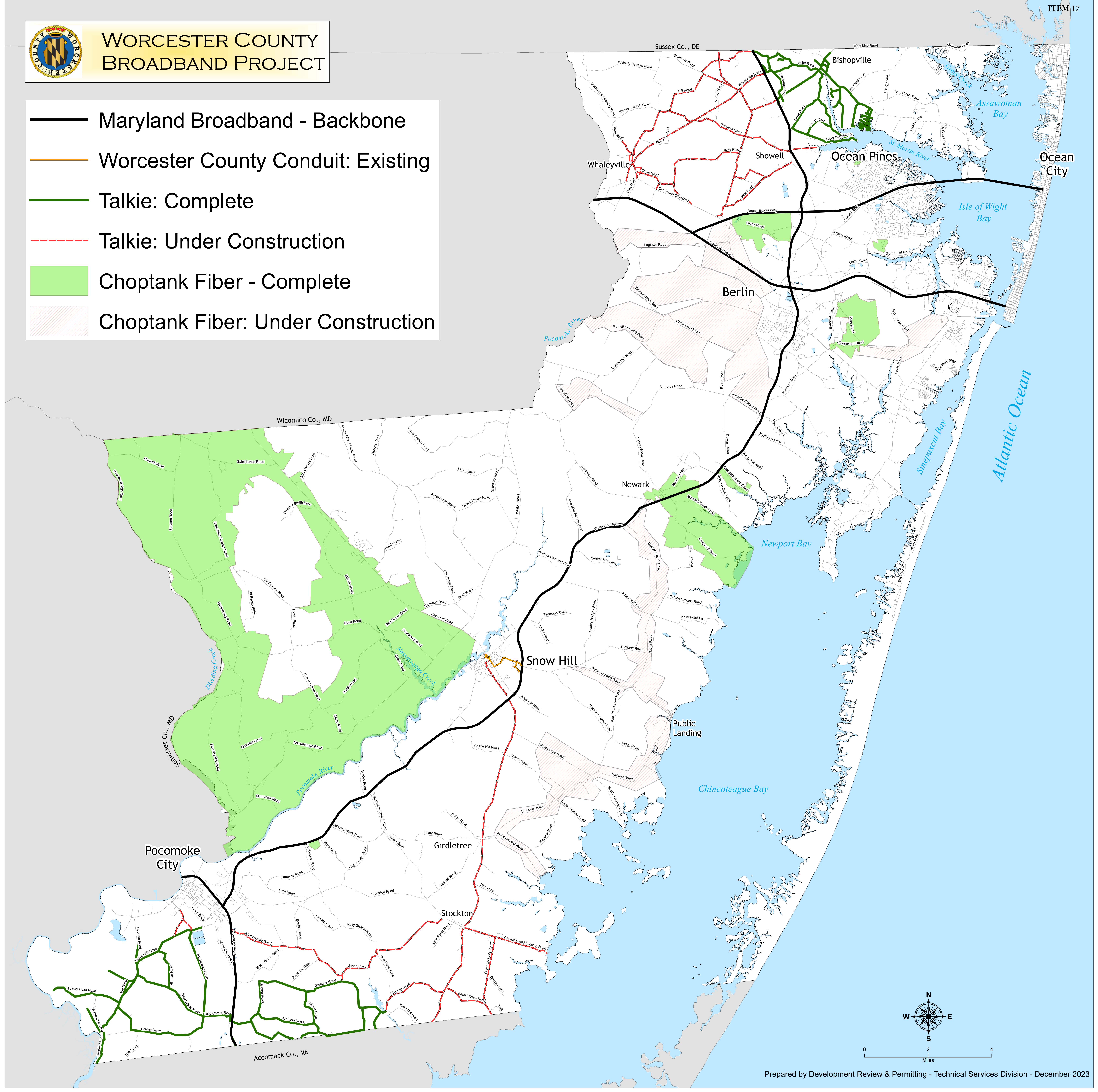
* I have worked with GIS to complete a map that will show the progress of fiber in Worcester County. The map has been broken down to show complete or under construction. I intend to publish this map on the county website for residents to have available. We encourage all unserved residents that do not have adequate internet access to reach out to Choptank Fiber and to Talkie Communications to sign up for service. This is regardless of knowing who their provider will be. This will help the providers know where the need exists for services.

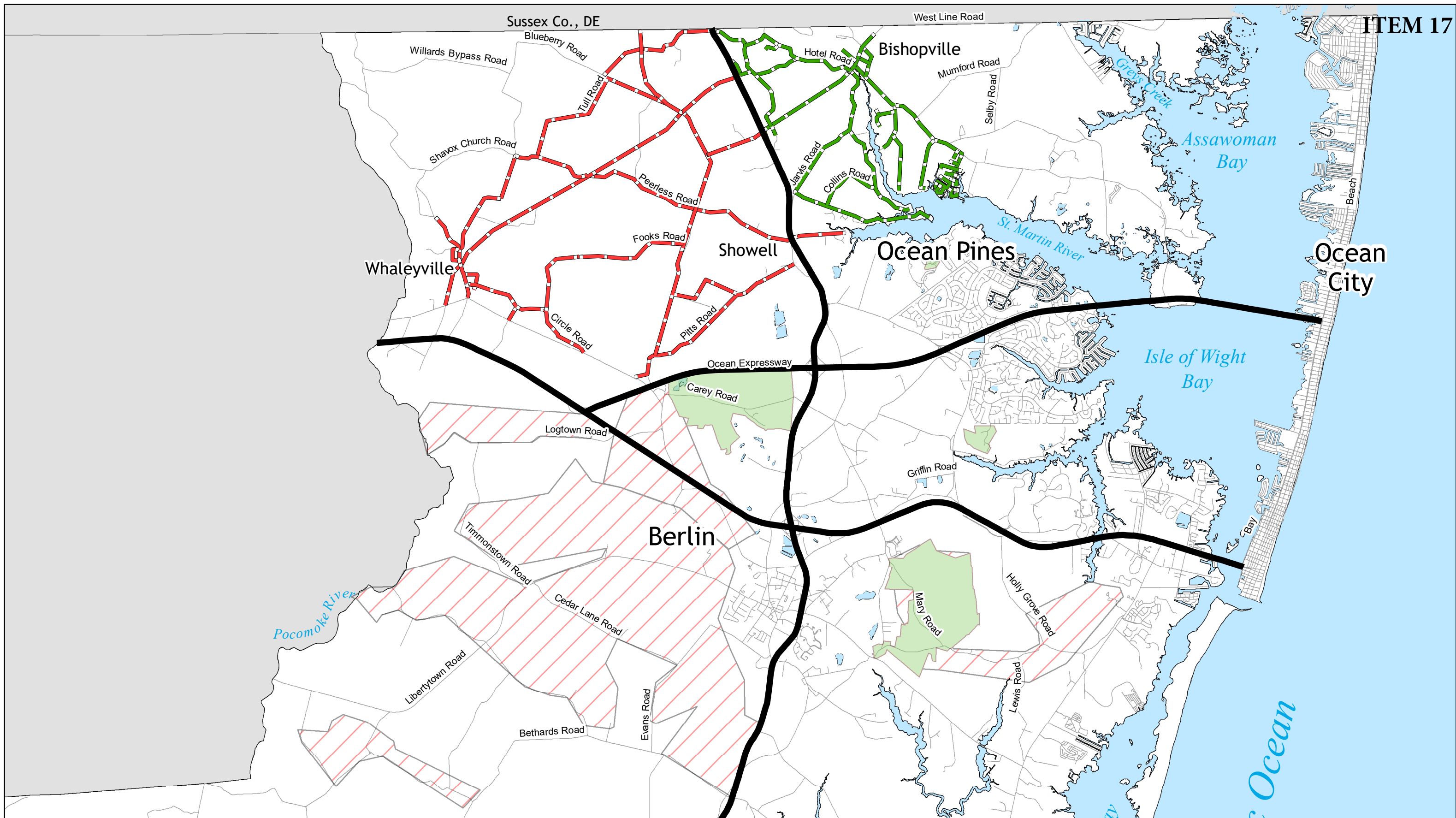
* In December I applied for a new grant known as the Difficult to Serve Grant (DSG), also known as the Long Driveway Grant. This has been provided to assist in getting internet access to those residents that live in areas that are difficult to serve or have extremely long driveways. The recipients of this grant will be awarded in February 2024. The maximum grant is for 1.1 million and not to exceed \$8,000 per location. The drop distance typically varies from 250 feet to 800 feet depending on the Internet Service Provider (ISP).



WORCESTER COUNTY BROADBAND PROJECT

-  Maryland Broadband - Backbone
-  Worcester County Conduit: Existing
-  Talkie: Complete
-  Talkie: Under Construction
-  Choptank Fiber - Complete
-  Choptank Fiber: Under Construction





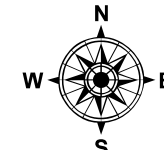
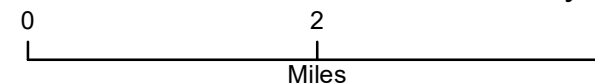
Company and Status of Work

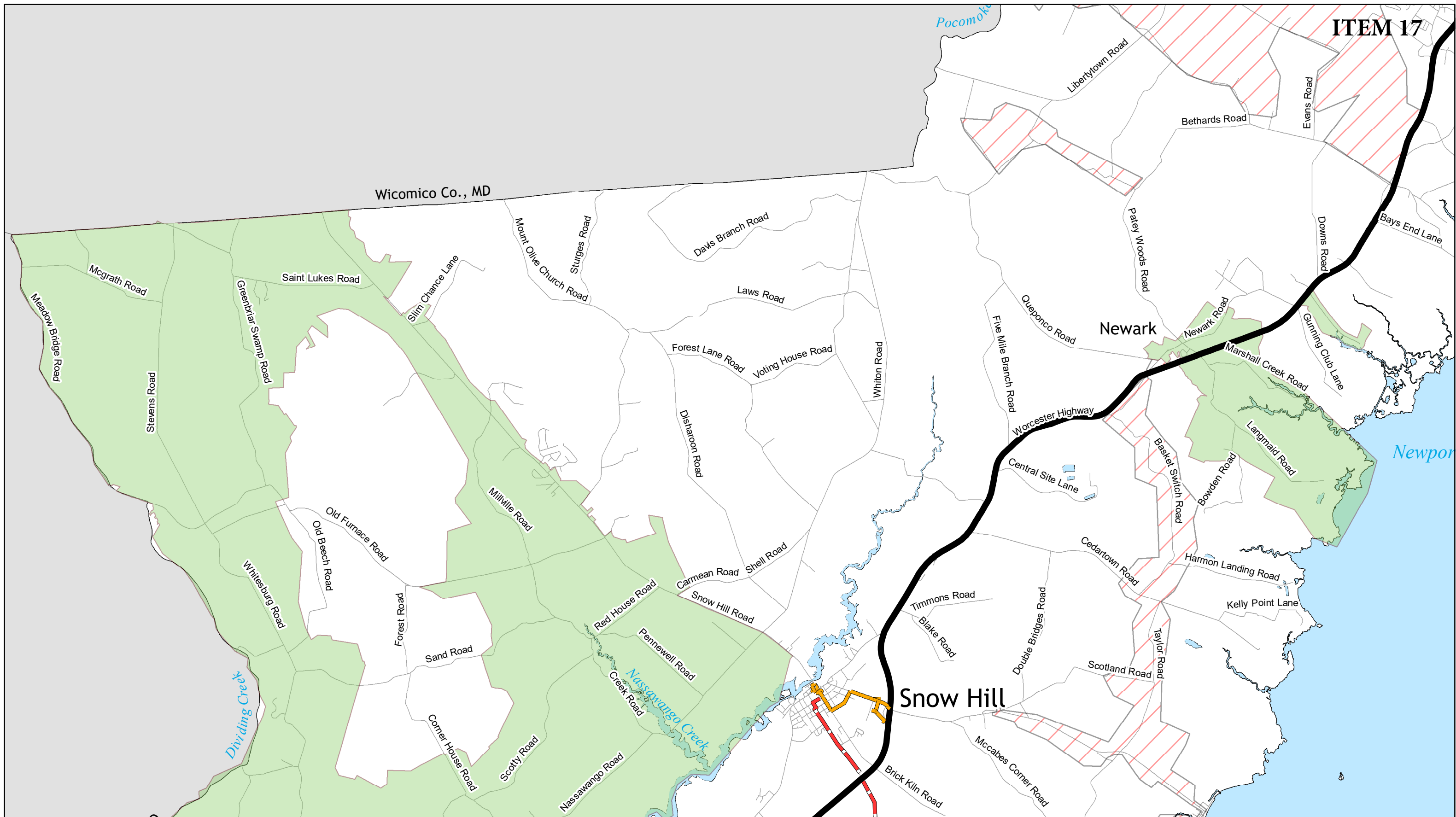
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WORCESTER COUNTY BROADBAND PROJECT

Prepared by Development Review & Permitting
Technical Services Division - January 2024





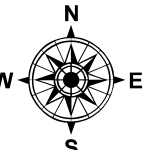
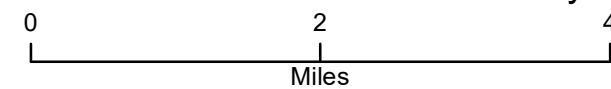
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- Worcester County Conduit: Existing
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WORCESTER COUNTY BROADBAND PROJECT

Prepared by Development Review & Permitting
 Technical Services Division - January 2024





EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL:410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Over expenditure request for L3Harris Radios

Date: January 9, 2024

The Department of Emergency Services is requesting Commissioners consideration and permission to proceed with an over expenditure purchase of L3Harris radios.

The reason for this out of budget cycle request is an unprecedented sale offering by L3Harris. This sale is offering 54% TO 64% savings.

This type of sale has never been seen before by any of our staff. L3Harris has not provided a time on the sale ending date, however we do not believe it will last until the approval of the FY25 budget.

We are proposing four possible options for your consideration.

Option #1

We currently need 41 additional portable radios for the Sheriff's Office now to meet their needs.

Sale price \$110,700. Normal price \$308,423.32. Savings of \$197,723.32 or 64%.

Option #2

We need 17 – mobiles and 58 – portables for the Fire and EMS, and 41 – portables for the Sheriffs Office between now and for all Fire and EMS needs under the current contract.

Sale price \$338,914.60. Normal pricing \$908,845.50. Savings of \$569,930.90 or 62% saving.

Options #3

720 – portables, 26 – 6 bay portable chargers, and 17 – mobile radios. This would replace all county department, Fire and EMS portables, and the mobiles we currently need.

Sale price \$2,049,718.00. Normal price \$5,551,538.46. Savings of \$3,501,830.46 or 60%.

Options #4

720 – portables, 355 – mobiles, 35 – desktop radios, and 26 – 6 bay portable radio chargers.

This option would replace all county departments and Fire and EMS portables, mobiles, and desktop radios.

This would provide for total end-of-life radio refreshment, which has not ever occurred on this current system. Which would provide at least a ten-year service life for each unit.

This would standardize our systems portables, mobiles, and desktop to one unit. Currently we have 7 different types of portables, 5 of which are not supported by L3Harris anymore, 4 different types of mobiles, and the current desktop units we have are no longer supported by L3Harris.

Sale price \$3,649,818.00. Normal price \$9,142,123.88. Savings of \$5,492,305.88 or 60%.

I am available to answer any questions that may arise at your convenience.



Worcester County Government
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(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: January 16, 2024
RE: Request to Contract – Berlin Dental Clinic Flooring Replacement

Public Works is requesting Commissioner approval to proceed with the vinyl flooring replacement in the patient and surgical areas of the Berlin Dental Clinic in the amount of \$26,682.96. Funding is available within assigned funds designated as Berlin Dental Clinic New Flooring. Included is a proposal to replace the remaining carpet in the building for \$12,771.04. The total project cost is \$39,454.00. Including the carpet would over expend the assigned fund account by \$4,454. The assigned fund “County Building Repairs and Improvements” has funding available and could be used for the overage.

The proposed flooring replacement in the aforementioned areas was installed during a building renovation in 2010. It is delaminating, severely stained and becoming a sanitization concern. Completing the vinyl and carpet at the same time will lessen the facility downtime impacting the clients. Coordination of the work with Value Carpet One will be difficult with the busy client schedules, however Worcester County Maintenance will work with the Dental Clinic staff to complete this project in a timely and efficient manner.

Value Carpet One has quoted this project through their cooperative contract with Sourcewell. The Sourcewell contract includes a 33.53% discount on the vinyl flooring in the amount of \$3,069 and 34.32% on the carpet in the amount of \$1,877.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

PROPOSAL

TO: Mike Hutchinson @ Worcester Co Dept Public Works

DATE: December 18, 2023

FROM: Daniel Brissey

SUBJECT: Berlin Dental Clinic- LVT

RE: Sourcewell Contract 080819-TFU; Tarkett Alliance #168119

Materials- 1,980 sf Tarkett Luxury Vinyl Tile; style Event Series; size and color to be determined; 1,980 sf @ \$4.42 = \$8,751.60 – **Page 32**

600 LF 4" Vinyl Cove Base furnish and install @ \$3.59 = \$2,154.00 **Page 40**

2-4GL Buckets 959HM @ \$140.08 = \$280.16- **Page 33**

TOTAL MATERIALS \$11,185.76

Labor

1,980 sf Solid Vinyl Removal @ \$1.55 = \$3,069.00- **Page 41**

220 sy Flooring Disposal @ \$1.33 = \$292.60- **Page 40** (1,980 sf)

1,980 sf Floor prep w/labor @ \$2.44 = \$4,831.20 **Page 41** (pricing reflects 2 full skimcoats)

600 LF Remove & dispose cove base @ \$.69 = \$414.00 – **Page 41**

1,980 sf LVT Installation @ \$3.48 = \$6,890.40- **Page 40**

TOTAL LABOR \$15,497.20

TOTAL PROPOSAL \$26,682.96

All pricing per sourcewell contract 080819-TFU

EXCLUSIONS: Major floor prep, removal of contaminants, moving of furniture and equipment, moisture mitigation, grinding, leveling, polishing, waxing, cleaning, and protection.



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

PROPOSAL

TO: Mike Hutchinson @ Worcester Co Dept Public Works

DATE: December 18, 2023

FROM: Daniel Brissey

SUBJECT: Berlin Dental Clinic- Carpet Tile

RE: Sourcewell Contract 080819-TFU; Tarkett Alliance #168119

Materials- 166.75 sy Tarkett Ethos Modular 24x24; style Aftermath II 03026- **Page 1**, Colormap 11130- **Page 4** or Texturemap 11129-**Page 14**; style and color to be selected- 166.75 sy @ \$32.84 = \$5,476.07

2-4GL C-EX Adhesive @ \$126.52 = \$253.04- **Page 33**

600 LF 4" Vinyl Cove Base- Furnish and Install @ \$3.59 = \$2,154.00- **Page 40**

TOTAL MATERIALS \$7,883.11

Labor

167 sy Carpet Removal direct glue @ \$5.09 = \$850.03- **Page 40**

167 sy Flooring Disposal @ \$1.33 = \$222.11- **Page 40**

1,503 sf Floor prep w/labor @ \$1.22 = \$1,833.66 **Page 41**

600 LF Remove & dispose cove base @ \$.69 = \$414.00 – **Page 41**

167 sy Modular installation @ \$9.39 = \$1,568.13- **Page 40**

TOTAL LABOR \$4,887.93

TOTAL PROPOSAL \$12,771.04

EXCLUSIONS: Major floor prep, removal of contaminants, moving of furniture and equipment, moisture mitigation, grinding, leveling, polishing, waxing, cleaning, and protection.



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: January 16, 2024
RE: Request to Contract – Snow Hill Health Department Carpet Replacement – Phase 2

Public Works is requesting Commissioner approval to continue with the carpet replacement project at the Snow Hill Health Department at a cost of \$78,628.89. This second phase of work is the entire second floor that was not completed this past year. The Health Department has committed they will work with us and Value Carpet One to have all work completed during normal business hours in an effort to reduce costs.

Value Carpet One has quoted this project through their cooperative contract with Sourcewell. The total contract amount is \$78,628.89. The Sourcewell contract includes a 46% discount off of materials and an overall cost savings of \$15,718.20 for the entire project.

Funding is available in the Assigned Fund Balance accounts, Snow Hill Health Dept. Flooring Replacement (\$72,145.22) and County Building Repairs & Improvements (\$6,483.67). The need to use two Assigned Fund Balance accounts stems from the \$31,376.00 phase one change order which resulted from excessive levels of moisture within the first-floor concrete slab.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Worcester County Dept of Public Works

DATE: December 18, 2023

FROM: Daniel Brissey

SUBJECT: Worcester County Health Department **2nd Floor**

RE: Sourcewell Contract #080819-TFU; Tarkett Alliance #168119

Materials- 1,020.51 SY Tarkett Ethos Modular 24x24; Style Applause III 02803; Color Marine 28517- 1,020.51 SY @ \$33.50 = \$34,187.09 **Page 2 (Sourcewell contract)**

10-4 GL Pails of C-EX Modular Tile Adhesive @ \$126.52 = \$1,265.20 **Page 33**

2,400 LF Tarkett 4" Vinyl Cove Base; color TBD @ \$1.14 = \$2,736.00 **Page 36**

TOTAL MATERIALS \$38,188.29

Labor

1,020 SY Carpet Removal Direct Glue @ \$5.09 sy = \$5,191.80 **Page 40**

9,180 SF Floor Prep Material/Labor @ \$1.22 sf = \$11,199.60 **Page 41**

680 SY Lift Project (Library Lift) Carpet Install @ \$19.50 sy = \$13,260.00 **Page 41**

340 SY Modular Carpet Install (Standard) @ \$9.39 sy = \$3,192.60 **Page 40**

2,400 LF 4" Vinyl Base Installation @ \$1.91 lf = \$4,584.00 **Page 40**

2,400 LF Removal & Disposal Cove Base @ \$.69 lf = \$1,656.00 **Page 41**

1,020 SY SY Flooring Disposal @ \$1.33 sy = \$1,356.60 **Page 40**

TOTAL LABOR \$40,440.60

Total Sourcewell Contract \$78,628.89

All pricing per Sourcewell Contract 080819-TFU; Tarkett Alliance #168119

EXCLUSIONS: Major floor prep, removal of contaminants, off hours labor, moisture mitigation, grinding, leveling, polishing, waxing, cleaning, and protection.



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: January 16, 2024
 RE: Recommendation to Award - Pocomoke Library Construction Manager at Risk Services

Proposals for the Construction Manager at Risk Services for the new Pocomoke Library project were due and opened on December 7, 2023. Five proposals were received. An evaluation team consisting of three county employees reviewed each proposal individually prior to an overall group average being established. Proposal evaluations were based on multiple weighted factors including cost, experience, personnel qualifications and project approach. Individual interviews were conducted with the top three scored proposals during the January 16, 2024, closed session commissioner meeting. The top three in alphabetical order are Bancroft Construction, Keller Construction Management and Whiting-Turner. Based on this information, it is requested the commissioners vote on which firm to award the contract.

This award and contract will be for preconstruction services only at this point. There will be a future option to contract for the construction of the building based on all detailed design results, schedule, subcontractor bids and the approval of a guaranteed maximum price.

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

Construction Manager at Risk Services - Pocomoke Library
Thursday, Dec. 7, 2023 @ 2:30pm
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Bancroft Construction
Delmarva Veteran Builders
Harkins Contracting Inc
Keller Construction Management
Whiting-Turner

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





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, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: January 5, 2024
Re: Proposed Text Amendment – New subsection §ZS 1-210(c)(16) – Multi-family Dwelling Units in the C-2 General Commercial District

On January 4, 2024, the Planning Commission reviewed a proposed text amendment submitted by Mr. Hugh Cropper to add a special exception use in the C-2 General Commercial District to allow multi-family dwelling units to be detached from the principal commercial structure. The proposed bill language mirrors what was recently approved by the Worcester County Commissioners in the C-3 Highway Commercial District, with the inclusion of a minimum of 15% open space based upon the net lot area of the residential use and a minimum of 65% of the parcel be developed in commercial structures. Following the discussion, the board gave a unanimous favorable recommendation. A copy of the draft bill is attached for your consideration.

Attached please find the Planning Commission's discussion and recommendation. 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.

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

cc: Hugh Cropper/ Kristina Watkowski, attorneys for the applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-__

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-2 General Commercial District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception 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 Subsection § ZS 1-210(c)(16) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(17) and a new subsection § ZS 1-210(c)(16) be enacted to read as follows:

- (16) 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-2 General 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 _____, 2024.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

PLANNING COMMISSION RECOMMENDATION

Re: Proposed Text Amendment – New subsection §ZS 1-210(c)(16) – Detached multi-family dwelling units in the C-2 General Commercial District

.....

On January 4, 2024, the Planning Commission reviewed a proposed text amendment submitted by Mr. Hugh Cropper to add a special exception use in the C-2 General Commercial District to allow multi-family dwelling units to be detached from the principal commercial structure. The proposed bill language mirrors what was recently approved by the Worcester County Commissioners in the C-3 Highway Commercial District, with the inclusion of a minimum of 15% open space based upon the net lot area of the residential use and a minimum of 65% of the parcel be developed in commercial structures.

Following the discussion, the board gave a unanimous favorable recommendation to the amendment. Please find the detailed discussion below.

PLANNING COMMISSION DISCUSSION

Mr. Hugh Cropper, IV, presented the application. He described how they opted to mirror the C-3 Highway Commercial District language that was recently approved. To establish this use, it will require that a property be provided with adequate sewer capacity, as it is not likely to be supported on a septic system. In addition, the parcel or lot will have to be deep enough to support both the commercial and residential uses. He emphasized that there is a strong need for affordable housing in the county, which the Planning Commission echoed. As a special exception use, he noted that specific properties would require Board of Zoning Appeals approval, and that adjoining property owners would be given adequate notification of the request by certified mail.

Following the discussion, a motion was made by Ms. Knight to provide a favorable recommendation on the text amendment. Ms. Ott seconded the motion, and the motion was carried unanimously.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: December 21, 2023
Re: Text Amendment Application – Detached multi-family dwelling units in the C-2 General Commercial District

.....

On September 7, 2023 the Planning Commission reviewed a text amendment application for detached single-family and multi-family dwellings in the C-2 General Commercial District. Following the recommendation to include open space provisions in the bill, staff submitted a revised amendment to the applicants, Hugh Cropper, IV and Kristina Watkowski, for concurrence. They have decided to submit a revised application with language mirrors the amendment recently passed for the C-3 Highway Commercial District. This use would still be a special exception, separate from the attached dwelling provisions and includes the open space requirements that the Planning Commission originally recommended.

Given that the language represents a deviation from the originally reviewed amendment, we are requesting that the Planning Commission review the updated request and provide another recommendation before we forward it to the County Commissioners (favorable or unfavorable) for introduction.

If you have any questions, we will be available to discuss them at your regularly scheduled meeting.

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.

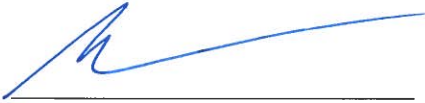
Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-211(b)(26) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

- (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.

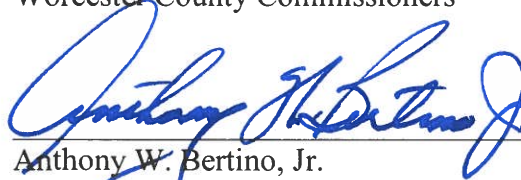
PASSED this 20th day of June, 2023.

Attest:

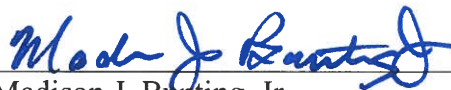


Weston S. Young
Chief Administrative Officer

Worcester County Commissioners



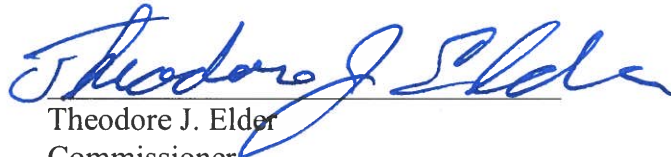
Anthony W. Bertino, Jr.
President



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

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

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OCEAN CITY, MARYLAND 21842

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FAX (410) 213-2685

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

WEBSITE

www.bbcmlaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN
KRISTINA L. WATKOWSKI
CARLY HVIDING LANDOLFI

*ADMITTED MD & DC

December 20, 2023

Jennifer K. Keener, AICP
Director, Department of
Development Review & Permitting
One West Market Street, Room 1201
Snow Hill, Maryland 21863

RE: *Proposed Text Amendment*

Jennifer:

Please find attached the original Text Amendment Application that I filed on behalf of Todd Ferrante, which was presented to the Planning Commission back in August.

I would like to amend this Application by withdrawing the original proposed language, and instead propose the attached as Section (26), which you were kind enough to suggest on our behalf.

If you need something more formal, please let me know.

I would like to appear before the Planning Commission at their next regularly scheduled meeting.

Thank you very much and have a great holiday.

Very truly yours,



Hugh Cropper IV

HC/tgb

CC: Kristen M. Tremblay, AICP
Zoning Administrator
Matthew Laick, GISP
Deputy Director, DRP
Kristina L. Watkowski, Esquire
Todd Ferrante
Keith Iott



DEPARTMENT OF
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MEMORANDUM

To: Jennifer Keener, AICP, Director
From: Matthew Laick, GISP, Deputy Director
Date: September 13, 2023
Re: Planning Commission Recommendations – Text Change §ZS 1-210(c)(5) –
Detached single-family and multi-family dwelling units in the C-2 General
Commercial District

On September 7, 2023, the Planning Commission reviewed the proposed text amendment submitted by Hugh Cropper, IV to revise an existing provision in the C-2 General Commercial District to allow single-family and multi-family dwelling units by special exception, but they do not have to be attached to, or part of the principal commercial structure. Structures will still have to meet minimum lot requirements and would be subject to §ZS 1-325 Site plan review and any necessary approvals by the Board of Zoning Appeals. Individual site plan concerns would and could be addressed at that time.

Following the discussion, the board gave a unanimous favorable recommendation to the amendment, subject to the inclusion of a provision 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-2 District and a minimum of 15% open space shall be provided based upon the net lot area of the single-family and multi-family dwelling use. Please find the detailed discussion below.

PLANNING COMMISSION DISCUSSION

Ms. Kristina Watkowski explained the current text of the zoning code, emphasizing that there would not be any increase in the amount of residential square footage allowed and review processes will remain in place since this is a special exception. Ms. Watkowski introduced Mr. Keith Iott who is a registered professional Architect and Engineer. He gave his background and that he does primary private work and does land plans as part of his firm. Ms. Watkowski submitted a zoning map of the West Ocean City area and they explained that several parcels would be perfect for this use since the lots are deep and surrounded by residential uses. The area also supports a walkable community. Mr. Iott believes that this amendment is a reasonable modification.

The Planning Commission held a discussion on open space requirements. It was decided that this text amendment should have an accessory use component and open space requirements identical to the recent C-3 text amendment which states 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 minimum of 15% open space based upon the net lot area of the multi-family dwelling use.

Discussion occurred around the definition of open space whether it was passive, active, or natural open space such as forest conservation easements. Mrs. Keener read the definition of open space from the Zoning Code and Mrs. Wimbrow stated that Forest Conservation easements would meet the definition per the code.

Mrs. Wimbrow brought up a concern about the potential of the housing component being built before the commercial portion. Mrs. Keener stated that the residential calculation is based on the established commercial use.

Following the discussion, a motion was made by Mrs. Wimbrow to provide a favorable recommendation on the text amendment, provided that it includes at least 65% minimum of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District, a minimum of 15% open space based upon the net lot area of the single-family or multi-family dwelling use. Ms. Knight seconded the motion, and the motion was carried unanimously.

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



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MEMORANDUM

To: Worcester County Planning Commission
From: Matthew Laick, GISP, Deputy Director
Date: August 21, 2023
Re: Text Amendment Application – Text Change §ZS 1-210(c)(5) – Detached single-family and multi-family dwelling units in the C-2 General Commercial District

Hugh Cropper, IV, Esquire has submitted a text amendment application seeking to allow detached single-family and multi-family dwelling units in the C-2 General Commercial District by special exception under §ZS 1-210(c)(5). The amendment seeks to revise an existing provision that allows similar dwelling units as a special exception, provided they are attached to the primary commercial structure.

BACKGROUND

Currently single-family and multi-family dwelling units are allowed in the C-2 General Commercial District by special exception, but they must be contained in, attached to, or part of the principal commercial structure. Structures will still have to meet minimum lot requirements and would be subject to §ZS 1-325 Site plan review and any necessary approvals by the Board of Zoning Appeals. Individual site plan concerns would and could be addressed at that time.

DISCUSSION

As with any text amendment that is granted it would apply to any C-2 zoned property in Worcester County. Currently there are approximately 985 properties that are zoned C-2. Not all these parcels are served by public water and sewer. This may be a limiting factor to the number of C-2 properties that could support this use. As you will see from the attached map, the C-2 District zoning is mainly found in northern and southern Worcester County with a few scattered parcels throughout the county.

This amendment includes both single-family and multi-family dwelling units. There would be no gain in residential square footage by detaching the uses as outlined in the example provided in the attached memo from Ms. Keener, Director. However, the residential component is specifically excluded from the Design Guidelines and Standards for Commercial Uses. This

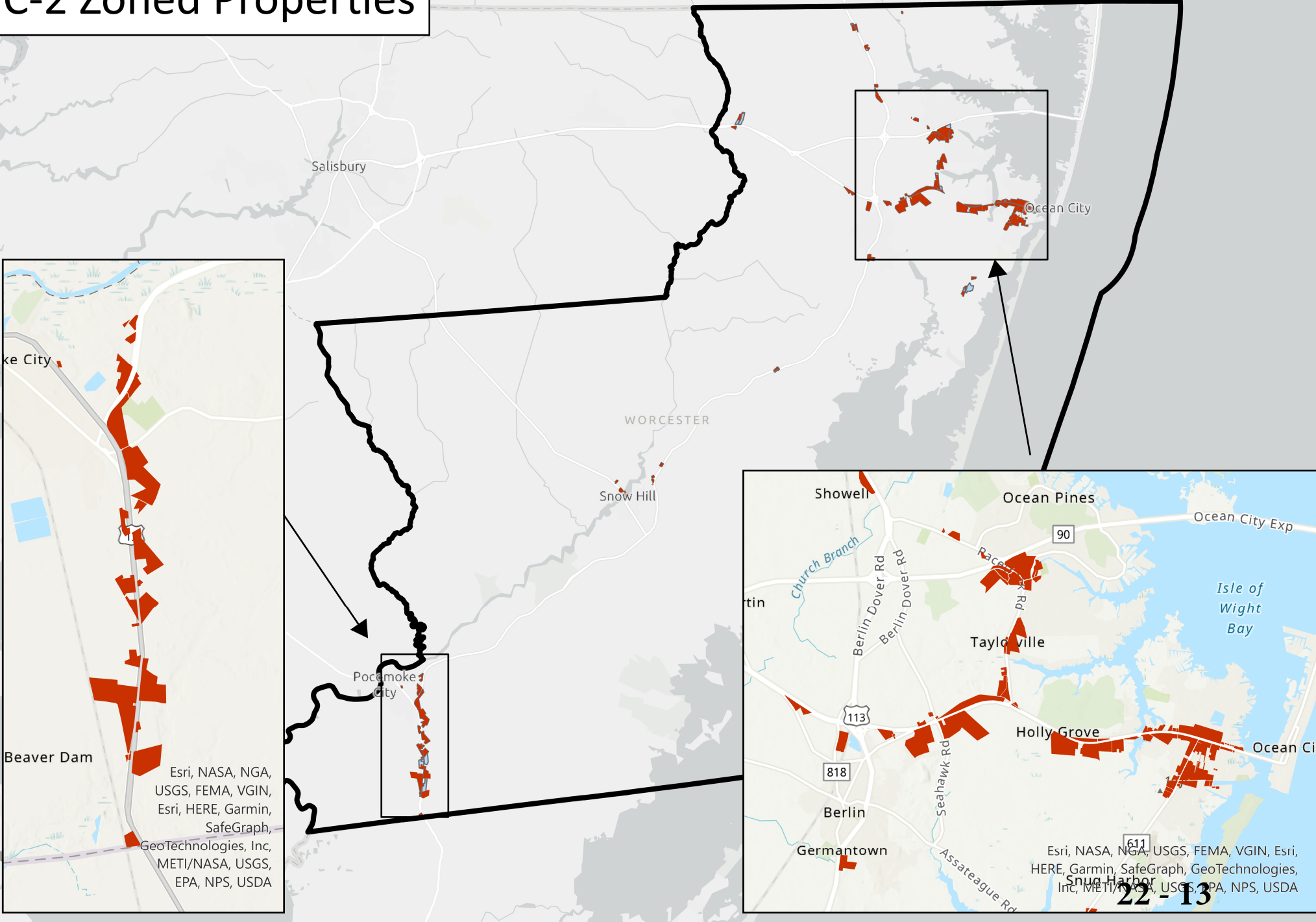
provision has no open space requirements. Open space requirements could be added under §ZS 1-210(c)(5) if the Planning Commission so desired. Alternatively, site specific concerns can be addressed during the Board of Zoning Appeals review and site plan review processes as explained in the attached memo from Ms. Tremblay, Zoning Administrator.

In closing, this text amendment would move the mixed use in the C-2 district from a vertical mixed use to more of a horizontal mixed use. If done correctly it would allow the sharing of amenities and utilities while providing a walkable community for those to enjoy where they work and live.

Worcester County C-2 Zoned Properties

Legend
C2_Parcels

ITEM 22



Beaver Dam

Esri, NASA, NGA, USGS, FEMA, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Showell, Ocean Pines, Taylorville, Holly Grove, Berlin, Germantown, Assateague Rd, Church Branch, Berlin Dover Rd, Seahawk Rd, Ocean City Exp, Isle of Wight Bay, Snow Harbor

Esri, NASA, NGA, USGS, FEMA, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA



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MEMORANDUM

To: Matthew Laick, GISP, Deputy Director
From: Jennifer Keener, AICP, Director
Date: August 15, 2023
Re: Text Amendment Application – Detached single-family and multi-family dwelling units in the C-2 General Commercial District

.....

This memorandum is in response to your request for comments on the text amendment submitted by Hugh Cropper, IV, Esquire seeking to permit detached single-family and multi-family dwelling units in the C-2 General Commercial District by special exception. The amendment seeks to revise an existing provision that allows similar dwelling units, provided they are attached to the primary commercial structure.

I would stress that if changed, the text amendment would apply to any C-2 zoned property in Worcester County. The justification for the amendment as provided in Mr. Cropper's application is more consistent with the special exception request regarding a specific property that would be required should the amendment be approved.

BACKGROUND

Currently single-family and multi-family dwelling units are allowed in the C-2 General Commercial District, but they must be contained in, attached to, or part of the principal commercial structure. There are also percentage limitations on the total amount of square footage that may be permitted for residential units based upon the amount of square footage provided in each respective commercial building on the property. 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 component in a horizontal mixed-use development.

DISCUSSION

Unlike the recent C-3 District amendment to allow detached multi-family uses, the C-2 District comprises more of the existing commercial zoning and can be found in more locations throughout the county. Most, but not all, C-2 zoned parcels are located on or near to collector or

arterial highways, such as Routes 50, 589, 611 and 13. Some of these areas are not currently served by public water and sewer, which may be a limiting factor to support both the commercial and residential uses on a given parcel. In addition, this amendment includes both single-family or multi-family dwelling units.

Based on the current verbiage, the overall amount of residential square footage allowed would be dependent upon the square footage of the commercial *structure(s)* on the property, rather than the gross square footage of all structures on the property. For example:

- Commercial Property 1 has one commercial building consisting of 18,000 square feet.
 - The law currently allows 9,000 square feet of attached residential use under subsection B (50% of the building area).
 - The proposed amendment would allow the 9,000 square feet of residential use to be detached from the commercial building.

- Commercial Property 2 has two commercial buildings consisting of 9,000 square feet each (18,000 square feet total).
 - The law currently allows 9,000 square feet of residential use attached to each commercial building under subsection A (100% of the building area, 18,000 square feet total).
 - The proposed amendment would allow the 18,000 square feet of residential use to be combined and detached from the commercial building.

As you can see from this example, there would be no gain in residential square footage by detaching the uses. Both the commercial and residential development would be subject to § ZS 1-325 Site plan review and Planning Commission oversight, however the residential component is specifically excluded from the *Design Guidelines and Standards for Commercial Uses*. As discussed with the C-3 Highway Commercial District amendment, this current code provision has no open space requirements.

In summary, this amendment does not change the quantity of commercial or residential square footages allowed, but it would affect the project layout by allowing a horizontal mixed-use development. When making their decision, the Planning Commission should consider the need for additional housing, the proximity and effects of having housing near/ in employment areas and the general availability of existing infrastructure.



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ZONING DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: August 3, 2023
Re: Zoning Ordinance Proposed Text Amendment – Text Change §ZS 1-210(c)(5) Single-family or Multi-family Dwelling Units in the C-2 General Commercial District

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Mr. Hugh Cropper, IV.

The proposed text amendment seeks to allow single-family and multi-family dwelling units in the C-2 General Commercial District.

While supportive of the proposed amendment, it is my belief that some additional conditions should be imposed including requirements for open space areas and landscaping or fencing between commercial and residential uses on each site. Site-specific concerns can be addressed during both the Board of Zoning Appeals review and subsequent Site Plan review.

Please let me know if you have any other questions.

This is the strike and replace of §ZS 1-210(c)(5) with the requested text change.

(5) Single-family or multi-family dwelling units ~~contained in, as a part of or attached to~~ **located on the same lot or parcel as** 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.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-__

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Single-family or Multi-family Dwelling Units in the C-2 General Commercial District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use single-family and multi-family dwelling units accessory to an established commercial structure.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-210(c)(5) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

(5) Single-family or multi-family dwelling units located on the same lot or parcel as 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.

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

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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Roscoe Leslie, County Attorney
Jennifer Keener, AICP, Director
Kristen Tremblay, AICP, Zoning Administrator
From: Matthew Laick, GISP, Deputy Director
Date: August 1, 2023
Re: Text Amendment Application – Text Change §ZS 1-210(c)(5) – Single-family or Multi-family Dwelling Units in the C-2 General Commercial District

Hugh Cropper IV has submitted a text amendment application to change the text in C-2 General Commercial District to allow single-family and multi-family dwelling units not attached to the commercial structure on the same parcel or lot. A copy of the draft bill language is attached for your consideration.

Currently, single-family, and multi-family dwelling units are allowed in the C-2 General 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 1-210(c)(5)A, B and C. As stated by Hugh Cropper, the proposed text amendment would allow the residential component to be detached from the commercial uses. The applicant believes that single-family or multi-family dwelling units located on the same lot or parcel as a principal commercial structure is consistent with the spirit and intent of both the C-2, General Commercial and R-3, Multifamily Residential Districts.

I intend to present this amendment at the September 7, 2023, Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, August 23, 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
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

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

(For 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 7/10/23

Date Reviewed by the Planning Commission _____

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: X

b. Taxpayer of Worcester County: X

c. Governmental Agency: _____
(Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

a. Section Number: ZS1-210(c)(5)


b. Page Number: ZS1:11:55

c. Proposed revised text, addition or deletion: Please See Attached

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: Please See Attached

IV. Signature of Applicants

Signature(s):  , attorney

Printed Name(s): Todd Ferrante

Mailing Address: 12720 Ocean Gateway, Unit 8, Ocean City, Maryland 21842

Phone Number: (410) 430-6284

Email: todd@parkplacejewelers.com

Date: 6/26/23

V. Signature of Attorney

Signature(s): 

Printed Name(s): Hugh Cropper IV and Kristina L. Watkowski

Mailing Address: 9927 Stephen Decatur Hwy., Ste F-12, Ocean City, MD 21842

Phone Number: (410) 213-2681

Email: hcropper@bbcmlaw.com kwatkowski@bbcmlaw.com

Date: 6/26/23

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.

REASONS FOR REQUESTING TEXT CHANGE

The applicant is the owner of a parcel of land zoned C-2, General Commercial District. The property is located on the south side of US Route 50 in West Ocean City and is currently improved by a shopping center at the north end of the property. The property abuts R-3, Multi-family Residential District, in the rear. Across a thin wood line of a neighboring property to the east, there are several R-3 zoned parcels situated on the west side of Elm Street. The property to the west is improved by a motel. The applicant believes that residential units on the south end of the property would be the highest and best use of the property.

West Ocean City has become a “walkable” community. The commercial infrastructure is in need of residential housing to support and staff the various commercial operations up and down the Route 50 corridor.

The applicant believes that single-family or multi-family dwelling units located on the same lot or parcel as a principal commercial structure is consistent with the spirit and intent of both the C-2, General Commercial and R-3, Multi-family Residential Districts. To maintain the requirements that the family dwelling units must be “contained in, as a part of or attached to a principal commercial structure” could result in a developed parcel or property not meeting or exceeding design standards or maintaining compatibility with the community and the County’s character. If permitted by special exception, this would allow a more attractive, responsible, and suitable use for parcels that are unique whereby attaching residential units to a primary commercial structure could lend to the overdevelopment of US Route 50 as the gateway to the Town of Ocean City.

The applicant believes that if the Text Amendment is approved by the Worcester County Commissioners, the potential for a special exception would allow the County greater discretion in the development of parcels taking into

consideration unique circumstances, such as the applicant's parcel, to encourage growth that is consistent with County's character and objectives.

Generally, mixed-use developments, and live/work units should be encouraged. In some instances, it may not be possible to physically connect residential units to the commercial development, but the goal of a mixed-use development can still be achieved. The description of the applicant's property in the beginning of this section is one such example.

Additionally, there is a strong need for affordable housing in this County, located close to commercial developments, to provide employees. This text amendment will help satisfy that need.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Hugh Cropper IV', written over a horizontal line.

Hugh Cropper IV, Attorney for Applicants

ATTACHMENT TO PETITION FOR AMENDMENT
OF OFFICIAL TEXT

ZONING AND SUBDIVISION CONTROL ARTICLE, SUBTITLE ZS1:11,
Primary District Regulations, Section ZS1-210, C-2 General Commercial District,
subsection (c)(5) be revised as follows:

Single-family or multi-family dwelling units ~~contained in, as a
part of or attached to~~ **located on the same lot or parcel as 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:



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

To: Commissioners

From: Roscoe R. Leslie

Date: January 5, 2024

RE: Bill to Amend Ethics Ordinance to Comply with State Law

We are requesting the following minor amendments to the County's Ethics ordinance, § CG 5-103, et seq. of the County Government Article, that are required to comply with State law:

1. Add the definition for "Quasi-governmental entity".
2. Disclosure and prohibition of gift acceptance from associations engaged in representing counties or municipal or corporations.
3. Prohibit disclosure of confidential information by former official or employee.
4. Prohibit retaliation against individual for reporting ethics violation or participating in ethics investigation.
5. Prohibit disclosure of amount of consideration received from: University of Maryland Medical System, State, or local governmental entities and quasi-governmental entities.
6. Disclosure of name business trades as or does business under.
7. Disclosure of certain business interests.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-

BY: Commissioners
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

County Government - County Ethics Law

For the purpose of amending the Worcester County Ethics Law to conform to amendments to the State Ethics Law passed by the Maryland General Assembly as referenced in General Provisions Article, Title 5 Maryland Public Ethics Law, of the Annotated Code of Maryland.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Title CG5 (Ethics) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is hereby repealed and reenacted to read as follows:

**Title CG5
ETHICS**

**SUBTITLE I
County Ethics Law**

§ CG 5-103. Ethics Board.

- (a) Appointment. There is a Worcester County Ethics Board that consists of seven members appointed by the County Commissioners.
- (b) Duties. The Ethics Board shall:
- (1) Devise, receive, and maintain all forms required by this Subtitle;
 - (2) Develop procedures and policies for advisory opinion requests and provide published advisory opinions to persons subject to this Subtitle regarding the applicability of the provisions of this Subtitle to them;
 - (3) Develop procedures and policies for the processing of complaints to make appropriate determinations regarding complaints filed by any person alleging violations of this Subtitle; and
 - (4) Conduct a public information program regarding the purposes and application of this Subtitle.

(c) Other duties and responsibilities. The Ethics Board shall have other duties and responsibilities as follows:

- (1) The Ethics Board shall certify to the State Ethics Commission on or before October 1 of each year that the County is in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, as from time to time amended, for elected local officials.
- (2) The Ethics Board shall determine if changes to this Subtitle are required to be in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, as from time to time amended, and shall forward any recommended changes and amendments to the Worcester County Commissioners for enactment.
- (3) The Ethics Board may adopt other policies and procedures to assist in the implementation of the Ethics Board’s programs established in this Subtitle.

(d) Staff support. The Worcester County Attorney shall advise the Ethics Board.

(e) **DEFINITIONS.**

- (1) “QUASI-GOVERNMENTAL ENTITY” MEANS AN ENTITY THAT IS CREATED BY STATE STATUTE, THAT PERFORMS A PUBLIC FUNCTION, AND THAT IS SUPPORTED IN WHOLE OR IN PART BY THE STATE BUT IS MANAGED PRIVATELY.

§ CG 5-104. Conflicts of interest.

(a) Qualified relative. In this section, “qualified relative” means a spouse, parent, child, or sibling.

(b) Applicability. All Worcester County elected officials, officials appointed to Worcester County boards and commissions subject to this Subtitle, and employees are subject to this section.

(c) Participation prohibitions. Except as permitted by Ethics Board regulation or opinion, an official or employee may not participate in:

- (1) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee, or a qualified relative of the official or employee has an interest.
- (2) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - A. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

- B. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - C. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating employment or has any arrangement concerning prospective employment.
 - D. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - E. An entity, doing business with Worcester County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - F. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (3) A person who is disqualified from participating under paragraphs (1) or (2) of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- A. The disqualification leaves a body with less than a quorum capable of acting;
 - B. The disqualified official or employee is required by law to act; or
 - C. The disqualified official or employee is the only person authorized to act.
- (4) This subsection does not apply to an individual who is a public official only as a member of a board and who receives annual compensation that is less than 25% of the lowest annual compensation at state grade level 16. A former regulated lobbyist who is or becomes subject to regulation under this title as a public official or employee may not participate in a case, contract, or other specific matter as a public official or employee for one calendar year after the termination of the registration of the former regulated lobbyist if the former regulated lobbyist previously assisted or represented another party for compensation in the matter.
- (5) The prohibitions of paragraph 1 and 2 of this subsection do not apply if participation is allowed by regulation or opinion of the Ethics Board.

(d) Employment and financial interest restrictions.

(1) Except as permitted by regulation of the Ethics Board when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- A. Be employed by or have a financial interest in any entity:
 - 1. Subject to the authority of the official or employee or the Worcester County agency, board, commission with which the official or employee is affiliated; or
 - 2. That is negotiating or has entered into a contract with the agency, board, or commission with which the official or employee is affiliated; or
- B. Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) This prohibition does not apply to:

- A. An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
- B. Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Ethics Board;
- C. An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted by and in accordance with regulations adopted by the Ethics Board; or
- D. Employment or financial interests allowed by regulation of the Ethics Board if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(e) Post-employment limitations and restrictions.

(1) A former official or employee may not assist or represent any party other than Worcester County for compensation in a case, contract, or other specific matter involving Worcester County if that matter is one in which the former official or employee significantly participated as an official or employee.

(f) Contingent compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving Worcester County.

(g) Use of prestige of office.

- (1) An official or employee may not intentionally use the prestige of office or public position:
 - A. For the private gain of that official or employee or the private gain of another.
 - B. To influence, except as part of the official duties of the official or employee or as a usual and customary constituent service without additional compensation, the award of a county contract to a specific person.
 - (2) An official may not directly or indirectly initiate a solicitation for a person to retain the compensated services of a particular regulated lobbyist or lobbying firm.
 - (3) A public official or employee may not use public resources or the title of the public official or employee to solicit a political contribution that is regulated in accordance with the state election law article.
 - (4) In this paragraph, “legislative action” does not include testimony or other advocacy in an official capacity as a member of the county commissioners before a unit of state or local government.
 - A a former member of the county commissioners may not assist or represent another party for compensation in a matter that is the subject of legislative action for one calendar year from the date the commissioner leaves office.
 - (5) This subsection does not prohibit the performance of usual and customary constituent services by an elected local official without additional compensation.
- (h) Solicitation and acceptance of gifts.
- (1) An official or employee may not solicit any gift.
 - (2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.
 - (3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:
 - A. Is doing business with or seeking to do business with the Worcester County office, agency, board, or commission with which the official or employee is affiliated;
 - B. Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
 - C. Is engaged in an activity regulated or controlled by the official’s or employee’s governmental unit; or
 - D. Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

E. IS AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS.

- (4) Paragraph (5) of this subsection does not apply to a gift:
- A. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - B. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - C. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (5) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
- A. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - B. Ceremonial gifts or awards that have insignificant monetary value;
 - C. Unsolicited gifts of nominal value that do not exceed \$20 in cost or trivial items of informational value;
 - D. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - E. Gifts of tickets or free admission extended to an elected local official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - F. A specific gift or class of gifts that the Ethics Board exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of Worcester County and that the gift is purely personal and private in nature;
 - G. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - H. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related in any way to the official's or employee's official position.
- (i) Disclosure of confidential information. Other than in the discharge of official duties, an official or employee **OR FORMER OFFICIAL OR EMPLOYEE** may not disclose or use confidential

information, that the official or employee acquired by reason of the official's or employee's public position **OR FORMER PUBLIC POSITION** and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(j) Participation in procurement.

- (1) An individual or a person that employs an individual who assists a Worcester County agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.
- (2) The Ethics Board may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

(K) RETALIATION. AN OFFICIAL OR EMPLOYEE MAY NOT RETALIATE AGAINST AN INDIVIDUAL FOR REPORTING OR PARTICIPATING IN AN INVESTIGATION OF A POTENTIAL VIOLATION OF THE LOCAL ETHICS LAW OR ORDINANCE.

§ CG 5-105. Financial disclosure — local elected officials and candidates to be local elected officials.

(a) Financial disclosure statements.

- (1) This section applies to all local elected officials and candidates to be local elected officials.
- (2) Except as provided in subsection (b) of this section, a local elected official or a candidate to be a local elected official shall file the financial disclosure statement required under this section:
 - A. On a form provided by the Ethics Board;
 - B. Under oath or affirmation; and
 - C. With the Ethics Board.
- (3) Deadlines for filing statements.
 - A. An incumbent local elected official shall file a financial disclosure statement annually no later than April 30 of each year for the preceding calendar year.
 - B. An individual who is appointed to fill a vacancy in an office for which a financial disclosure statement is required and who has not already filed a financial disclosure statement shall file a statement for the preceding calendar year within 30 days after appointment.
 - C. An individual who, other than by reason of death, leaves an office for which a statement is required shall file a statement within 60 days after leaving the office.

1. The statement shall cover:
 - (i) The calendar year immediately preceding the year in which the individual left office, unless a statement covering that year has already been filed by the individual; and
 - (ii) The portion of the current calendar year during which the individual held the office.

(b) Candidates to be local elected officials.

- (1) Except for an official who has filed a financial disclosure statement under another provision of this section for the reporting period, a candidate to be an elected local official shall file under a financial disclosure statement each year beginning with the year in which the certificate of candidacy is filed through the year of the election.
- (2) A candidate to be an elected local official shall file a statement required under this section:
 - A. In the year the certificate of candidacy is filed, no later than the filing of the certificate of candidacy;
 - B. In the year of the election, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and
 - C. In all other years for which a statement is required, on or before April 30.
- (3) A candidate to be an elected official:
 - A. May file the statement required under §CG 5-105(b)(2)(A) hereof with the Worcester County Board of Election Supervisors with the certificate of candidacy or with the Ethics Board prior to filing the certificate of candidacy; and
 - B. Shall file the statements required under §CG 5-105(b)(2)(B) and (C) hereof with the Ethics Board.
- (4) If a candidate fails to file a statement required by this section after written notice is provided by the Ethics Board or Board of Election Supervisors at least ~~20~~ 8 days before the last day for the withdrawal of candidacy, the candidate is deemed to have withdrawn the candidacy.
- (5) The Ethics Board or Board of Election Supervisors may not accept any certificate of candidacy unless a statement has been filed in proper form.
- (6) Within 30 days of the receipt of a statement required under this section, the Board of Election Supervisors shall forward the statement to the Ethics Board or the office designated by the Ethics Board.

(c) Public record.

- (1) The Ethics Board or office designated by the Ethics Board shall maintain all financial disclosure statements filed under this section.
- (2) Financial disclosure statements shall be made available during normal office hours for examination and copying by the public subject to reasonable fees and administrative procedures established by the Ethics Board.
- (3) If an individual examines or copies a financial disclosure statement, the Ethics Board or the office designated by the Ethics Board shall record:
 - A. The name and home address of the individual reviewing or copying the statement; and
 - B. The name of the person whose financial disclosure statement was examined or copied.
- (4) Upon request by the official or employee whose financial disclosure statement was examined or copied, the Ethics Board or the office designated by the Ethics Board shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.
- (5) For statements submitted on or after January 1, 2019, the ethics board may not provide public access to a portion of a statement that includes an individual's home address that the individual has identified as the individual's home address.
- (6) THE COMMISSION OR OFFICE DESIGNATED BY THE COMMISSION SHALL NOT PROVIDE PUBLIC ACCESS TO INFORMATION RELATED TO CONSIDERATION RECEIVED FROM:
 - (A) THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM;
 - (B) A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR
 - (C) A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE.
- (d) Retention requirements. The Ethics Board or the office designated by the Ethics Board shall retain financial disclosure statements for four years from the date of receipt.
- (e) Contents of statement.
 - (1) Interests in real property.
 - A. A statement filed under this section shall include a schedule of all interests in real property wherever located.
 - B. For each interest in real property, the schedule shall include:

1. The nature of the property and the location by street address, mailing address, or legal description of the property;
2. The nature and extent of the interest held, including any conditions and encumbrances on the interest;
3. The date when, the manner in which, and the identity of the person from whom the interest was acquired;
4. The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;
5. If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and
6. The identity of any other person with an interest in the property.

(2) Interests in corporations and partnerships.

- A. A statement filed under this section shall include a schedule of all interests in any corporation, partnership, limited liability partnership, or limited liability corporation, regardless of whether the corporation or partnership does business with Worcester County.
- B. For each interest reported under this paragraph, the schedule shall include:
 1. The name and address of the principal office of the corporation, partnership, limited liability partnership, or limited liability corporation;
 2. The nature and amount of the interest held, including any conditions and encumbrances on the interest;
 3. With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and, if known, the identity of the person to whom the interest was transferred; and
 4. With respect to any interest acquired during the reporting period:
 - (i) The date when, the manner in which, and the identity of the person from whom the interest was acquired; and
 - (ii) The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.

- C. An individual may satisfy the requirement to report the amount of the interest held under item (B)(2) of this paragraph by reporting, instead of a dollar amount:
1. For an equity interest in a corporation, the number of shares held and, unless the corporation's stock is publicly traded, the percentage of equity interest held; or
 2. For an equity interest in a partnership, the percentage of equity interest held.
- (3) Interests in business entities doing business with Worcester County.
- A. A statement filed under this section shall include a schedule of all interests in any business entity that does business with Worcester County, other than interests reported under paragraph (2) of this subsection.
 - B. For each interest reported under this paragraph, the schedule shall include:
 1. The name and address of the principal office of the business entity;
 2. The nature and amount of the interest held, including any conditions to and encumbrances in the interest;
 3. With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received in exchange for the interest, and, if known, the identity of the person to whom the interest was transferred; and
 4. With respect to any interest acquired during the reporting period:
 - (i) The date when, the manner in which, and the identity of the person from whom the interest was acquired; and
 - (ii) The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.
- (4) Gifts.
- A. A statement filed under this section shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by Worcester County **OR FROM AN ASSOCIATION, OR ANY ENTITY ACTING ON BEHALF OF AN ASSOCIATION THAT IS ENGAGED ONLY IN REPRESENTING COUNTIES OR MUNICIPAL CORPORATIONS.**
 - B. For each gift reported, the schedule shall include:
 1. A description of the nature and value of the gift; and

2. The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.
- (5) Employment with or interests in entities doing business with Worcester County.
- A. A statement filed under this section shall include a schedule of all offices, directorships, and salaried employment by the individual or member of the immediate family of the individual held at any time during the reporting period with entities doing business with Worcester County.
 - B. For each position reported under this paragraph, the schedule shall include:
 1. The name and address of the principal office of the business entity;
 2. The title and nature of the office, directorship, or salaried employment held and the date it commenced; and
 3. The name of each Worcester County agency with which the entity is involved.
- (6) Indebtedness to entities doing business with Worcester County.
- A. A statement filed under this section shall include a schedule of all liabilities, excluding retail credit accounts, to persons doing business with Worcester County owed at any time during the reporting period:
 1. By the individual; or
 2. By a member of the immediate family of the individual if the individual was involved in the transaction giving rise to the liability.
 - B. For each liability reported under this paragraph, the schedule shall include:
 1. The identity of the person to whom the liability was owed and the date the liability was incurred;
 2. The amount of the liability owed as of the end of the reporting period;
 3. The terms of payment of the liability and the extent to which the principal amount of the liability was increased or reduced during the year; and
 4. The security given, if any, for the liability.
- (7) A statement filed under this section shall include a schedule of the immediate family members of the individual employed by Worcester County in any capacity at any time during the reporting period.
- (8) Sources of earned income.

- A. A statement filed under this section shall include a schedule of the name and address of each place of employment and of each business entity of which the individual or a member of the individual's immediate family was a sole or partial owner and from which the individual or member of the individual's immediate family received earned income, at any time during the reporting period.
 - B. A minor child's employment or business ownership need not be disclosed if the agency that employs the individual does not regulate, exercise authority over, or contract with the place of employment or business entity of the minor child.
 - C. For a statement filed on or after January 1, 2019, if the individual's spouse is a regulated lobbyist, the individual must disclose the entity that has engaged the spouse for lobbying purposes.
- (9) A statement filed under this section may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.

(10) RELATIONSHIP WITH UNIVERSITY OF MARYLAND MEDICAL SYSTEM, STATE OR LOCAL GOVERNMENT, OR QUASI-GOVERNMENTAL ENTITY.

A. AN INDIVIDUAL SHALL DISCLOSE THE INFORMATION SPECIFIED IN GENERAL PROVISIONS ARTICLE §5-607(J)(1), ANNOTATED CODE OF MARYLAND, FOR ANY FINANCIAL OR CONTRACTUAL RELATIONSHIP WITH:

- 1. THE UNIVERSITY OF MARYLAND MEDICAL SYSTEM;**
- 2. A GOVERNMENTAL ENTITY OF THE STATE OR A LOCAL GOVERNMENT IN THE STATE; OR**
- 3. A QUASI-GOVERNMENTAL ENTITY OF THE STATE OR LOCAL GOVERNMENT IN THE STATE.**

B FOR EACH FINANCIAL OR CONTRACTUAL RELATIONSHIP REPORTED, THE SCHEDULE SHALL INCLUDE:

- 1. A DESCRIPTION OF THE RELATIONSHIP;**
- 2. THE SUBJECT MATTER OF THE RELATIONSHIP; AND**
- 3. THE CONSIDERATION**

(f) Interests. For the purposes of §CG 5-105(e)(1), (2), and (3) hereof, the following interests are considered to be the interests of the individual making the statement:

- (1) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.
- (2) ~~An interest held by a business entity in which the individual held a 30% or greater interest at any time during the reporting period.~~

AN INTEREST HELD, AT ANY TIME DURING THE APPLICABLE PERIOD, BY:

- A. A BUSINESS ENTITY IN WHICH THE INDIVIDUAL HELD A (10)% OR GREATER INTEREST;
- B. A BUSINESS ENTITY DESCRIBED IN SECTION (I) OF THIS SUBSECTION IN WHICH THE BUSINESS ENTITY HELD A 25% OR GREATER INTEREST;
- C. A BUSINESS ENTITY DESCRIBED IN SECTION (II) OF THIS SUBSECTION IN WHICH THE BUSINESS ENTITY HELD A 50% OR GREATER INTEREST; AND
- D. A BUSINESS ENTITY IN WHICH THE INDIVIDUAL DIRECTLY OR INDIRECTLY, THROUGH AN INTEREST IN ONE OR A COMBINATION OF OTHER BUSINESS ENTITIES, HOLDS A 10% OR GREATER INTEREST.

(3) An interest held by a trust or an estate in which, at any time during the reporting period:

- A. The individual held a reversionary interest or was a beneficiary; or
- B. If a revocable trust, the individual was a settlor.

(g) Ethics board review.

- (1) The Ethics Board shall review the financial disclosure statements submitted under this section for compliance with the provisions of this section and shall notify an individual submitting the statement of any omissions or deficiencies.
- (2) The Worcester County Ethics Board may take appropriate enforcement action to ensure compliance with this section.

(h) BUSINESS NAMES. AN INDIVIDUAL WHO IS REQUIRED TO DISCLOSE THE NAME OF A BUSINESS UNDER THIS SECTION SHALL DISCLOSE ANY OTHER NAMES THAT THE BUSINESS IS TRADING AS OR DOING BUSINESS AS.

Section 2. Be it further enacted by the county commissioners of Worcester county, Maryland, that this Bill shall take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.



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: January 10, 2024
RE: Town of Ocean City Sewer Capacity Request

In light of the Mystic Harbor service area reaching maximum sewer capacity, thereby limiting development in that area, staff would like to open conversations with the Town of Ocean City to work out a broader agreement on accessing additional capacity in a mutually beneficial way.



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MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: January 10, 2024
RE: Diakonia Sewer Request

We have received a letter from the Town of Ocean City regarding the proposed Diakonia project located at 9601 Stephen Decatur Highway (attached). The request is for this project to connect to the West Ocean City District sewer collection system utilizing the Town's sewer capacity in exchange for a deed restriction on the property. This sewer capacity will not count towards the existing 1 million gallon per day treatment allocation reserved for the West Ocean City service area nor is the Town charging Diakonia any equity fees to acquire this allocation.

Presently the proposed Diakonia project falls within the Mystic Harbor service area which is currently at capacity and unable to provide this project, among several others, with their requested sewer flows.

Staff is requesting guidance on if the Department of Environmental Programs should proceed with modifying the West Ocean City service area to include this project as Diakonia would bypass the adjacent Mystic collection system and connect directly to the West Ocean City collection system.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Office of the City Manager
(410) 289-8887

November 3, 2023

Mr. Weston Young, PE
County Administrator
Worcester County
1 West Market St
Snow Hill, MD 21863

RE: Diakonia Project 9601 Stephen Decatur Highway

Dear Mr. Young:

The Town of Ocean City has received a request from Diakonia to allow their proposed supportive housing project located at 9601 Stephen Decatur Highway to connect to the West Ocean City District sewer system despite not possessing the necessary EDUs. Diakonia has agreed to deed restrict the property so that it may only have the use and benefit of the treatment allocation while operating as a non-profit providing supportive housing consistent with the plan they have submitted to the County Planning Commission.

Given the clear public benefit of this project to all the citizens of Worcester County including Ocean City, the Ocean City Mayor and City Council will agree to accept a flow not to exceed an average 10,000 gallons per day from the Diakonia Project as calculated by the Worcester County Environmental Programs Director using typical per EDU flow allocations for the West Ocean City Sanitary District.

Ocean City will not count the flow or related EDUs against the 1 million gallon per day treatment allocation reserved for West Ocean City as contained in the Sewage Treatment Facilities Transfer Agreement Dated June 28, 1994 between Ocean City and Worcester County.

If you have any questions regarding this matter or wish to discuss it further, please feel free to contact me anytime.

Sincerely,

Terence J. McGean, P.E.
City Manager

cc: Mayor and City Council
Hal Adkins
Heather Stansbury

MAYOR

Richard W. Meehan

CITY COUNCIL

Matthew M. James
President

Anthony J. DeLuca
Secretary

Peter S. Buas
John F. Gehrig, Jr.
J. Franklin Knight
Carol Proctor
Will Savage

CITY MANAGER

Terence J. McGean, PE

CITY CLERK

Diana L. Chavis, CMC



OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTONS. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOER. LESLIE
 COUNTY ATTORNEY

COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr. Vice PRESIDENT
 Caryn Abbott
 Theodore Elder
 Eric J. Fiori
 Joseph M. Mitrecic
 Diana Purnell

December 28, 2023

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

President Bertino – You have Five (5) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Vicki O'Mara – Term Expiring Dec. 2023 – Library - Available for Reappointment
- Marlene Ott – Term Expiring Dec. 2023 – Planning Commission
- Joseph Green, Jr. – Resigned – Board of Zoning Appeals

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

- Dr. Mark Bowen – Term Ending Dec. 2023 – LMB

Commissioner Bunting - You have Three (3) positions open:

- Robert Fisher – Deceased- Economic Dev. Advisory Board
- Richard Wells – Resigned – Planning Commission
- Susan Childs – Resigned – April 2022 – Commission for Women

Commissioner Abbott – You have Two (2) positions open:

- Kenneth Lambertson – Term Ends Dec. 2023 – Board of Electrical Examiners - Available for Reappointment
- Tamara White – Tenure Ends Dec. 31, 2023 – Not Available for Reappointment- Commission for Women
 Applicant Available – Sharnell Tull

Commissioner Mitrecic – You have Four (4) positions open:

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board
- Michael Patchett – Term Expiring Dec. 2023 – Board of Electrical Examiners
- Amy Rothermel – Term Expiring Dec. 2023 - LMB
- Michael Donnelly- Term Expiring Dec. 2023 – Local Development Council for Ocean Downs Casino

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

- Joseph Stigler – Term Expires Dec. 2023- Recreation Advisory Board – Available to Reappt.
- Hope Carmean – Tenure Expires – Commission for Women - Not a Reappointment

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

- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-

- 4– Terms Expiring Dec. 2023-attached summary in open session
- 1 - Term Expired, '22 - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(4)-Drug and Alcohol Abuse Council - 3 Positions Terms Ending Dec. 2023- Replace Jaclyn Sturgis with Michael Trader. Reappoint Jim Freeman and Mimi Dean – (1Deceased) (Dr. Cragway)

(3) -Local Development Council for the Ocean Downs Casino-

- 2- **Previously Expired Terms** - Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.), **Term Expiring Dec 2023 - 1 - (Mitrecic) Michael Donnelly.**

(4) - Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell)
1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton
2 – Terms Expiring Dec. 2023; Deborah Stanley, Gail Fowler

(5 - Total): Commission for Women:

- (3) Resigned -Elizabeth Rodier, (Fiori), Hope Carmean (Elder) and Susan Childs (Bunting)

- (2) Tenure Ending: Not Available to be Reappointed.
Tamara White (Abbott) Terri Shockley (At-Large)
Applicant Available to replace Tamara White – Sharnell Tull

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

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

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Kenner, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

- Robert L. Cowger, Jr. (92-95)
- Charlotte Henry (92-97)
- Robert Purcell (92-98)
- Edward DeShields (92-03)
- Sumei Prete (97-04)
- Shane C. Spain (03-14)
- Dominic Brunori (92-15)
- Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<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

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

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

Reference: County Commissioners’ Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
C.D. Hall	D-1, Abbott	Pocomoke	*22-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25 (passed)
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27

Prior Members: Since 1972

George Gering	Shirley Pilchard	Thomas W. Davis, Sr. (99-09)
Margaret Quillin	W. Leonard Brown	Mickey Ashby (00-12)
Robert W. Todd	Charles Nichols (92-97)	Priscilla Pennington-Zytowicz (09-14)
Charles Fulton	Jeff Robbins (97-98)	Barbara Purnell (08-15)
E. Thomas Northam	Colleen Smith (94-98)	Timothy Collins (03-15)
Charles Bailey	Tommy Fitzpatrick (97-99)	Joshua Nordstrom (12-16)
Terry Blades	John Rogers (92-98)	William Sparrow (16-18)
Roy Davenport	Jennifer Lynch (98-99)	Greg Shockley (14-18)
M. Bruce Matthews	Don Hastings (92-99)	Tom Terry (15-19)
Barbara Tull	Jerry Redden (92-00)	John Glorioso (08-19)
Tawney Krauss	Keith Mason (98-00)	Ralph Shockley (*08-21)
Dr. Francis Ruffo	Bob Pusey (99-00)	Robert Clarke (*08-22)
William Smith	Harold Scrimgeour (00-02)	Marc Scher (*19-22)
Saunders Marshall	Scott Savage (98-03)	
Elsie Marshall	Gabriel Purnell (91-03)	
Halcolm Bailey	Michael Avara (99-03)	
Norman Cathell	Annette Cropper (00-04)	
Mary Humphreys	Billie Laws (91-08)	
Theodore Brueckman	Anne Taylor (95-08)	
	Mary Mackin (04-08)	

* = Appointed to fill an unexpired term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke (Avail. Reapp)	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19-22-25

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Elwood Bunting
William Molnar	W. Prentiss Howard
Thomas Ashby	Frank Bradshaw (90-96)
Billy Burton Cropper	H. Coston Gladding (90-96)
Alonza Anderson	Willard W. Ward (92-97)
Gus Foltz	Walter Ward (92-98)
Robert Conner	Dale Venable (94-00)
Gus Payne	Gary Frick (96-03)
Robert Farley	Thomas Duncan (02-05)
Mike Costanza	Mike Henderson (00-06)
Herbert Brittingham	Brent Pokrywka (02-07)
Otho Mariner	Joel Watsky (03-08)
Mark Odachowski	Bob Arnold (97-10)
Howard Pusey	Jamie Englishmen (06-12)

* = 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>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

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

* = Appointed to fill an unexpired term

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vicki O'Mara	Ocean Pines	*18-22 Available for Reappt.
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26
Jocelyn Briddell	Newark	21-26
Nancy Howard	Ocean City	16-21, 21-26
Kathryn Culbertson	Snow Hill	*21-23-28

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Beverly Dryden Wilkerson (06-10)
Lieselette Pennewell	Janet Owens	John Staley (97-11)
Edith Dryden	Ruth Westfall	James Gatling (01-11)
Clifford D. Cooper, Jr.	Helen Farlow	Shirley Dale (02-12)
Klein Leister	Judy Quillin	Edith Barnes (07-13)
Evelyn Mumford	Gay Showell	Richard Polhemus (11-16)
Ann Eschenburg	Susan Mariner	Richard Warner Davis (11-16)
Barbara Ward	Jacqueline Mathias	Frederick Grant (13-17)
Donald F. McCabe	Ann S. Coates (88-97)	Rosemary S. Keech (12-18)
Fannie Russell	Jim Dembeck (91-97)	Vivian Pruitt (09-19)
Stedman Rounds	Bill Waters (88-98)	Ron Cascio 09-19
Donald Turner	Geraldine Thweatt (97-98)	Donald James Bailey (16-21)
Sarah Dryden	Martha Hoover (87-99)	Holly Anderson (*10-21)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Leslie Mulligan (*17-21)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	
	Belle Redden (99-09)	

* = Appointed to fill an unexpired term

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

ITEM 26

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 Jones	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
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
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27

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

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Christen Barbierri – LMB Coordinator - (410) 632-3648
 Lisa Shockley, LMB Admin. Support

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Ivonne Lomax	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Jennifer Loring	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Dept. of Social Services	Indefinite
Dr. Mark Bowen	At-Large	Purnell Snow Hill	20-23 Reappt
Amy Rothermel	At-Large	Mitrecic-Ocean City	17-20-23 Reappt
Mark Frostrom	At-Large	Abbot- Pocomoke	*99-12-15-18-21-24
Theophilus Hobbs IV	At-Large	Purnell-Snow Hill	19-22-25

Prior Members (since 1994):

Tim King (97)	Kathy Simon	Ira Shockley (03-19)
Sandra Oliver (94-97)	Vickie Stoner Wrenn	Eloise Henry-Gordy *(07-20)
Velmar Collins (94-97)	Robin Travers	Jennifer LaMade - Indefinite
Catherine Barbierri (95-97)	Jordan Taylor (09)	Spencer Tracey - Indefinite
Ruth Geddie (95-98)	Aaron Marshall (09)	
Rev. Arthur George (94-99)	Allen Bunting (09)	
Kathey Danna (94-99)	LaTrele Crawford (09)	
Sharon Teagle (97-99)	Sheriff Charles T. Martin	
Jeanne Lynch (98-00)	Joel Todd, State's Attorney	
Jamie Albright (99-01)	Ed Montgomery (05-10)	
Patricia Selig (97-01)	Edward S. Lee (07-10)	
Rev. Lehman Tomlin (99-02)	Toni Keiser (07-10)	
Sharon Doss	Judy Baumgartner (07-10)	
Rick Lambertson	Claudia Nagle (09-10)	
Cyndy B. Howell	Megan O'Donnell (10)	
Sandra Lanier (94-04)	Kiana Smith (10)	
Dr. James Roberts (98-04)	Christopher Bunting (10)	
Dawn Townsend (01-04)	Simi Chawla (10)	
Pat Boykin (01-05)	Jerry Redden	
Jeannette Tresler (02-05)	Jennifer Standish	
Lou Taylor (02-05)	Anne C. Turner	
Paula Erdie	Marty Pusey	
Rev. Pearl Johnson (05-07)	Virgil L. Shockley	
Peter Fox (05-07)	Dr. Jon Andes (96-12)	
Lou Etta McClafin (04-07)	Dr. Ethel M. Hines (07-13)	
Bruce Spangler (04-07)	Deborah Goeller	
Sharon DeMar Reilly	Andrea Watkins (13-17)	
	Sheila Warner (Indefinite)	

PLANNING COMMISSION

ITEM 26

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
 Jennifer Keener, Director (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Marlene Ott	D-5, Bertino	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24
Mary Knight	D-7, Mitrecic	Berlin	*20-24
Ken Church	D-3, Fiori	Berlin	20-25
Jerry Barbierr	D-1, Nordstrom	Pocomoke	*12-15-20, 20-25
Richard L. Wells	D-6, Bunting	Bishopville	11-16-21, 21-26(Resigned)
Phyllis Wimbrow	D-4, Elder	Snow Hill	23-28

Prior Members:

Since 1972

- | | | |
|--------------------|--------------------------|---------------------------------|
| David L. Johnson | Terry Bayshore | Wilbert "Tom" Pitts (99-07) |
| N. Paul Joyner | Larry Widgeon | Doug Slingerland (07-08) |
| Daniel Trimper, IV | Charles D. "CD" Hall | Carolyn Cummins (90-94, 99-09) |
| Hugh F. Wilde | Ernest "Sandy" Coyman | Madison "Jimmy" Bunting (05-10) |
| Warren Frame | Rev. Donald Hamilton | Jeanne Lynch (06-11) |
| Roland E. Powell | Dale Stevens | H. Coston Gladding (96-12) |
| Harry Cherrix | Marion L. Butler, Sr. | Wayne A. Hartman (09-14) |
| W. David Stevens | Ron Cascio (96-97) | Jay Knerr (14-20) |
| Granville Trimper | Louie Paglierani (90-99) | Mike Diffendal (10-20) |
| J. Brad Aaron | Robert Hawkins (96-99) | Brooks Clayville (02-22) |
| Lester Atkinson | Ilia Fehrer (94-99) | |
| Paul L. Cutler | Rob Clarke (99-00) | |
| Edward R. Bounds | W. Kenny Baker (97-02) | |
| Edward Phillips | James Jarman (99-03) | |
| Vernon McCabe | Harry Cullen (00-03) | |
| R. Blaine Smith | Ed Ellis (96-04) | |
| Edward A. Tudor | Troy Purnell (95-05) | |
| | Larry Devlin (04-06) | |
| | Tony Devereaux (03-07) | |

* = Appointed to fill an unexpired term

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
 Review and comment on proposed annual Recreation Department budget.

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Stigler	D-4, Elder	Snow Hill	*21-23
Mike Hooks	D-1, Abbott	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17-21-25
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26

Prior Members: Since 1972

Howard Taylor	Cyrus Teter	Gregory Purnell (83-96)	Sonya Bounds (12-15)
Arthur Shockley	Warren Mitchell	Vernon Redden, Jr. (83-98)	Burton Anderson (05-15)
Rev. Ray Holsey	Edith Barnes	Richard Ramsay (93-98)	William Regan (02-16)
William Tingle	Glen Phillips	Mike Daisy (98-99)	Shawn Johnson (15-19)
Mace Foxwell	Gerald Long	Cam Bunting (95-00)	Devin Bataille (19-20)
Nelson Townsend	Lou Ann Garton	Charlie Jones (98-03)	Chris Klebe (*11-21)
J.D. Townsend	Milton Warren	Rick Morris (03-05)	
Robert Miller	Ann Hale	Gregory Purnell (97-06)	
Jon Stripling	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Hinson Finney	Vernon Davis	Barbara Kissel (00-09)	
John D. Smack, Sr.	Rick Morris	Alfred Harrison (92-10)	
Richard Street	Joe Lieb	Janet Rosensteel (09-10)	
Ben Nelson	Donald Shockley	Tim Cadotte (02-12)	
Shirley Truitt	Fulton Holland (93-95)	Craig Glover (08-12)	
		Joe Mitrecic (10-14)	

* = Appointed to fill an unexpired term

**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 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

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

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
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, Abbott	Pocomoke City	17-20, 20-23
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
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
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeanine Jersheid	Public Safety – Sheriff’s Office		23-26

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson ^c (95-97)	Marie Velong ^c (95-99)	Terri Taylor (01-03)
Barbara Beaubien ^c (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson ^c (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher ^c (95-98)	Patricia Ilezuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond ^c (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell ^c (95-98)	Diana Purnell ^c (95-01)	Martha Pusey (97-03)
Karen Holck ^c (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs ^c (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears ^c (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe ^c (95-98)	Barbara Trader ^c (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher ^c (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member

BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years
Terms expire December 31st

Compensation: \$100 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting
Jennifer Keener -Deputy Director, DRP (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph W. Green, Jr.	D-5, Bertino	Ocean Pines	Resigned *05-08-11-14-17-20-23
Thomas Babcock	D-4, Elder	Whaleyville	15-18-21, 21-24
Robert M. Purcell	D-6, Bunting	Bishopville	*11-12-15-18-21, 21-24
Larry Fykes	D-1, Abbott	Pocomoke	*16-19-22-25
Lisa Bowen	D-2, Purnell	Berlin	* 22, 22-25
Don Furbay	D-3, Fiori	Ocean City	23-26
Jake Mitrecic	D-7, Mitrecic	Ocean City	20-23-26

Prior Members: (Since 1972)

Robert B. Jackson	Marion Marshall (90-96)	James E. Clubb, Jr. (06-11)
Ruth Spinak	Madison Bunting (90-96)	Joe Fehrer, Jr. (06-12)
Merrill Lockfaw	Howard "Buzz" Taylor (97-98)	Beth Gismondi (96-14)
Winnie Williams	Edward Bounds (90-99)	Bill Bruning (12-15)
Randolph F. Wilkerson	Marion Butler, Sr. (96-99)	Robert L. Cowger, Jr. (10-16)
Cashar J. Hickman	Dwight Campbell (95-00)	Rodney C. Belmont (07-17)
E. Paige Boston	Larry Widgeon (94-00)	Larry Duffy (*17-19)
Elbridge Murray	Robert Ewell (95-01)	Glen Irwin (14-20)
Gary McCabe	Lester Shockley (99-02)	James Purnell (19-22)
Harley Day	Robert Mitchell (02-05)	David Dypsky(*11-23)
Charles Lynch	Janice Foley (99-05)	
Dwight E. Campbell	Richard Outten (00-06)	
T. Clay Groton	Doug Parks (00-06)	
Albert Berger	Brian Roberts (06)	
Clifford Dypsky	Dale Smack (01-06)	
Donald Jones	Lou Taylor (05-08)	
George Ward, Jr. (92-95)	Jerre F. Clauss (98-10)	
Doris Glover (91-95)	Mike Diffendal (08-10)	

* = Appointed to fill an unexpired term



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: January 11, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on December 28, 2023 and January 4, 2023. Thank you.

NOTICE OF PUBLIC HEARING
FOR GROWTH ALLOCATION
ATLANTIC COASTAL BAYS CRITICAL
AREA
ISLAND RESORT CAMPGROUND
Worcester County, Maryland

Pursuant to Section NR 3-112(c)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request has been submitted to the Worcester County Commissioners by Mark Cropper Esquire on behalf of Island Resort Park, Inc. for the reclassification of 33.46 acres of land from Resource Conservation Area to Limited Developed Area. The subject property is located along the northerly side of Croppers Island Road in Newark and is shown on Worcester County Tax Map 40, Parcels 93 & 241.

Pursuant to Section NR 3-112(c)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for an award of growth allocation for the above referenced property, any staff reports and recommendations, comments of other agencies, the recommendation of the Planning Commission, and testimony offered before them.

The public hearing on this application will be held on
TUESDAY, January 16, 2024 at 10:30 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS



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

APPROVED

WSY 12/19/23

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 next to the name of the sender.

Subject: Growth Allocation Request
 Island Resort Campground

Date: 12/11/23

Please accept this memorandum, with attachments, as a request for the County Commissioners to schedule a Public Hearing for an approval of 33.46 acres of Atlantic Coastal Bays Growth Allocation for the Island Resort Campground. The request has been reviewed by the Planning Commission and given a favorable recommendation.

In addition to a draft advertisement for the required public hearing, you will find applicable staff correspondence, the Planning Commission report and minutes, comments from the Critical Area Commission, and the applicant's Critical Area Report and site plan.

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

Attachments

1. Memo from David Bradford, dated 12-7-23.
2. Planning Commission Report from Staff with Critical Area Comments
3. Planning Commission Meeting Minutes
4. Growth Allocation Summary
5. Draft Advertisement
6. Maps
7. Applicant's Critical Area Report

cc: David Bradford, Deputy Director



Worcester County
Department of Environmental Programs

Memorandum

To: Robert J. Mitchell, Director

From: David M. Bradford, Jr., Deputy Director

Subject: Island Resort Park, Inc. – Atlantic Coastal Bays Critical Area - Growth Allocation Request

Date: December 7, 2023

This memo is a request to schedule a public hearing for growth allocation for Island Resort Park, Inc. located at 9537 Croppers Island Road, as shown as Worcester County Tax Map 40 Parcel 93 & 241. The applicant is proposing to expand the current campground by 62 campsites. This request is to redesignate 33.46 acres of Resource Conservation Area (RCA) to Limited Development Area (LDA) to perform this campground expansion. Currently, within the Atlantic Coastal Bays Critical Area Program, there are 369.18 acres of growth allocation available.

As you are aware, Growth Allocation Requests are reviewed by the Worcester County Planning Commission and then forwarded to the County Commissioners. The Worcester County Planning Commission reviewed this request during their October 5, 2023 meeting and found this request was consistent with the Comprehensive Plan and gave it a favorable recommendation. The vote was unanimous. If approved by the County Commissioners, the request will then be forwarded to the Maryland Critical Area Commission for final review and determination.

Attached, you will find the proposed site plan, environmental plan and report, staff report submitted to the Planning Commission, as well as the Planning Commission meeting minutes. Also included is a draft advertisement to advertise the public hearing.

Once the request is scheduled, all applicable site plans and supplemental documents will be submitted to the County Commissioners in advance of the public hearing.

Please let me know if you need anything additional. I will be available for any questions during the Commissioner's meeting.

Citizens and Government Working Together

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

Attachment 1

**Planning Commission
Report w/
Critical Area Commission
Comments**



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

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

MEMORANDUM

TO: Worcester County Planning Commission

FROM: David M. Bradford, Jr. Deputy Director
Katherine Munson, Planner V

DATE: September 14, 2023

SUBJECT: Planning Commission Meeting, October 5, 2023, Growth Allocation Request
Island Resort Campground Tax Map 40, Parcel 93 & 241

The following comments are provided for the above referenced request:

The subject property for this request is identified as Tax Map 40, Parcel 93 and 241, which is located within the boundaries of the Atlantic Coastal Bays Critical Area Program (ACBCA), specifically within the Resource Conservation Area (RCA) designation. According to the Exhibits provided, a small area of the requested Growth Allocation is within the lot boundaries of Tax Map 40, Parcel 93 and 241. According to the Growth Allocation request, 33.46 acres within RCA is proposed to be reclassified as Limited Development Area (LDA). The property presently contains an active campground, support buildings, and an onsite sewage disposal system within its boundaries. These existing uses on the property, located with the Critical Area boundary, were approved prior to the implementation of the Atlantic Coastal Bays Critical Area Law, and per §NR 3- 108(c)(4), may remain in use. For your reference, attached within is a copy of the Atlantic Coastal Bays Critical Area Program map, highlighting the subject property.

This proposal is for reclassification of 33.46 acres of RCA to LDA, resulting in the proposed use of 33.46 acres of Growth Allocation. The applicant is proposing to expand the current campground within this area and include 62 new campsites. Presently, this proposed commercial use and expansion is not permissible within the RCA designation. As noted under §NR 3- 108(c)(5), *“new commercial, industrial, and institutional uses shall not be permitted in the Resource Conservation Areas.”*

As the Planning Commission is aware, Growth Allocation is the process to reclassify land use designations within the Critical Area. Under §NR 3-112 (c)(2) of the Worcester County Code of Public Local Laws (County Code), *“[a]ll applications for growth allocation shall be forwards to the Planning Commission for review and shall include comments and recommendations from the staff. The Planning*

Commission shall consider the growth allocation request prior to making a recommendation on the proposal to the County Commissioners."

General Comments:

Attached you will find copies of the Critical Area Site Plan, Report, and various other supporting documents provided by the Applicant as a part of this request.

Growth Allocation Standards §NR 3-112(b):

The Critical Area Law provides guidelines in considering Growth Allocation. Below is an analysis of the applicable guidelines for consideration of requests for reclassification to Limited Development Area (LDA).

(§NR 3-112(b)(2) New Limited Development Area should be located adjacent to existing Limited Development Area or Intensely Developed Areas.

Per the documents provided by the applicant, this proposed growth allocation appears to be adjacent to the existing LDA along Cropper Island Road. Also, as a part of this request they will consolidate Parcel 93 and 241 which further aids with required adjacency requirements.

(§NR 3-112(b)(4) No more than one-half of the allocated expansion may be located in Resource Conservation Areas except as provided in Subsection(b)(9) below.

As this request is 33.46 acres within the RCA, this acreage does not exceed one-half of the allocated expansion provisions of the Ordinance. Attached is a copy of the Summary of Growth Allocation to date of the Atlantic Coastal Bay Critical Area. Within the Atlantic Coastal Bays Critical Area Program, there are 369.18 acres available.

(§NR 3-112(b)(5) New Intensely Developed Areas and Limited Development Areas should be located in such a manner as to minimize impacts to Habitat Protection Areas as specified in this Subtitle an in an area and in a manner that optimizes benefits to water quality.

The Planning Commission should consider the applicant's Critical Area report and Critical Area Site Plan and testimony in determining if this guideline has been met.

- Tidal and non-tidal wetlands were originally field delineated in 2007, and again in 2010, 2015, and most recently in 2022 as a part of this proposal. This most recent delineation was used for this current concept plan development to minimize wetland impacts. The property owner proposes to avoid all wetland impacts. However, there are some impacts to non-tidal wetland buffers in the amount of 5,229 sf. No tidal wetland buffer impacts are proposed, and they maintain the required 300 ft setback for new growth allocation requests.

-The request will result in an increase of impervious surface by 4.54 acres. Applicant maintains within the Report that the stormwater management system for the development of the site will successfully address the three phase stormwater management process (concept plan, site development plan, and final stormwater management plan) for all new impervious surfaces proposed. Computational information has also been provided within the Report.

-Within the 33.46 acre growth allocation, a total of 24.33 acres are wooded with 2.79 acres proposed to be cleared. The project proposes to provide 2.93 acres of afforestation to offset this clearing. 2.29 acres of the afforestation is proposed within the 300 ft tidal setback. No proposed clearing is to occur within the 100 or 300 ft buffers. Forest Interior Dwelling Species (FIDS) management plan design guidelines will be utilized to minimize any impacts to FID species during clearing activities. Also, 21.76 acres of existing forest are proposed to be included within a Forest Conservation Easement.

- The letter from Maryland DNR Wildlife and Heritage Service regarding the presence or lack thereof of rare, threatened or endangered species is attached within the Environmental Report.

- The growth allocation request is for reclassification to LDA, there will be impervious surface limitations. Pursuant to §NR 3-107(c)(8): *“Except as otherwise provided in this subsection, for stormwater runoff, impervious areas, shall be limited to fifteen percent of the site.”* The proposed reclassification will maintain a lot coverage well below the required 15% threshold and fit the LDA criteria.

(§NR 3-112(b)(7) New Intensely Developed or Limited Development Areas in the Resource Conservation Area should be located at least three hundred feet landward of the limits of tidal wetlands or tidal waters

As note in COMAR 27.01.02.06-3(E)(4), a new LDA within a previous RCA must be located *“at least 300 feet beyond the landward boundary of tidal wetlands or tidal waters, unless the local jurisdiction proposes, and the Commission approves, alternative measures for enhancement of water quality and habitat that provide greater benefits to the resources.”*

The applicant will be providing the required 300 ft setback from tidal wetlands as shown on provided plans and within environmental report.

(§NR 3-112(b)(8) New Intensely Developed or Limited Development Areas shall conform to all criteria of the Department for such areas, shall be so designated on the County's Atlantic Coastal Bays Critical Area Maps and shall constitute an amendment to this Program subject to review and approval by the Planning Commission, the County Commissioners and the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays

The proposed site, should it receive Growth Allocation, will meet all Critical Area Laws with respect to the development standards of LDA found in the Natural Resources Article of the Worcester County Code of Public Local Laws. Furthermore, should this project successfully proceed through the Planning

Commission, receive County Commissioners approval, and approval from the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays, the critical area maps will be changed to reflect the new designation.

(§NR 3-112(b)(9) If the County Commissioners are unable to utilize a portion of its growth allocation as set out in Subsections (b)(1) and (2) above within or adjacent to existing Intensely Developed or Limited Development Areas, then that portion of the allocated expansion which cannot be so located may be located in the Resource Conservation Areas in addition to the expansion allowed in Subsection (b)(4) above. An applicant shall be required to cluster any development in an area of expansion authorized under this subsection.

Based upon information provided by the applicant and review of associated site plans, it appears that the expansion will be adjacent to the existing LDA once the two involved parcels are consolidated. Exhibit 2-8 within the provided Report illustrates this required adjacency.

ADDITIONAL FACTORS OF CONSIDERATION:

1.) Consistency with the local jurisdictions Comprehensive Plan (Plan) and whether the proposed growth allocation would implement the goals and objectives of the plan:

The 2006 Comprehensive Development Plan for Worcester County identifies overarching goals, including, to maintain and improve the county's rural and coastal character, protect natural resources and ecological functions, and to accommodate a planned amount of growth served by adequate public facilities. Objectives include to continue the dominance of agricultural and forestry uses throughout the county's less developed regions, minimize conflicts among land use due to noise, smoke, dust, odors, lighting and heavy traffic, and limit rural development to uses compatible with agriculture and forestry.

The location of the proposed project is designated "Agriculture" on the 2006 land use plan map. This category is "reserved for farming, forestry and related uses with minimal residential and other incompatible uses". As a general policy, the plan states that the "practice of not rezoning agricultural land for other uses should continue".

The proposed project is in close proximity to land designated Green Infrastructure. The closest other designated use is "Village": the Village of Newark, over two miles away.

The proposed expansion of 62 additional campground lots is not consistent with the Plan and would not implement the goals or objectives of the plan. A large campground is not a use consistent with maintaining the county's rural and coastal character, it is not compatible with agricultural and forestry uses and in particular may contribute to traffic conflicts impacting agricultural uses. While the proposal is not technically a "re-zoning", the use is not allowed in the A-1 zone, which conflicts with the policy stated in the comprehensive plan of not re-zoning land with an "Agriculture" designation. The

campground is an existing non-conforming use. The property is zoned A-1, Agricultural District, in which it is intended to preserve, encourage, and protect the County's farms, forestry operations and their economic productivity. This property was granted a special exception in January of 2008 by the Worcester County Board of Zoning Appeals to expand the existing campground and a variance was also granted to reduce the required setback to a residential district.

2.) For a map amendment involving a new limited development area whether the development is:

a.) To be served by a public wastewater system or septic system that uses the best available nitrogen removal technologies:

The campground is served by an advanced nutrient removal package wastewater plant with subsurface tile fields for the initial and first replacement areas with a drip irrigation system as the third replacement area. The existing system will have the existing force main extended to collect the expanded flow with both the advanced wastewater treatment plant with an additional spray irrigation field added. The effluent is proposed to be sprayed onto a proposed 15.44-acre spray field. These proposals are outlined in a Worcester County Water & Sewer Plan Amendment associated with the 62-lot expansion.

b.) Is a completion of an existing subdivision and is clustered:

No, the Island Resort Campground was originally established in 2005 on parcel 241 and has periodically expanded. The property owner also owns the adjacent parcel 93 and proposed to expand the existing campground.

3.) Uses public infrastructure where practical:

As described in the report, the site does not use public infrastructure other than the use of County roads.

4.) Is consistent with State and Regional environmental protection policies regarding the protection of rare and threatened endangered species in need of conservation:

As described in the report and confirmed in the letter there are no rare, threatened, or endangered species present on the site.

5.) Impacts on priority preservation areas as defined under section 2-518 of the Agricultural Article:

The proposed project is located within Worcester County's Priority Preservation Area (PPA). The county's farmland conservation objective is to avoid encroachment of non-agricultural development into large contiguous farming areas and to ensure that prime farmland is given the highest protection

priority. The PPA is 195,332 acres in size and the goal is that 153,000 acres will be permanently protected to ensure viability of the agricultural industry in Worcester County. Within the PPA there is minimal residential or commercial use. The Priority Preservation Area element recommends the following actions within the PPA: Continue to permit only minor subdivisions (up to 5 lots per parcel); allow compatible uses that provide additional farm income, including tourism and “value-added” facilities; focus growth near existing population centers with standards for minimum development density.

The proposed campground is not compatible with the policies stated in the PPA as this use is more intense than a minor subdivision, it is not an activity providing farm income, and the location is not near an existing population center. This use will weaken the long-term protection of the PPA, by introducing expansion of an incompatible use. As previously mentioned, the existing campground was subject granted a special exception in January of 2008 by the Worcester County Board of Zoning Appeals to expand the existing campground for the initial expansion and a variance was also granted to reduce the required setback to a residential district.

6.) Environmental impacts associated with wastewater and stormwater management practices and wastewater and stormwater discharges to tidal waters, tidal wetlands, and tributary streams:

As noted in the report the site will utilize an advanced nutrient removal through an engineered designed pretreatment package with an initial (existing) drainfield and drip spray replacement areas and planned treatment plant upgrades with the addition of a spray irrigation field. The site also proposes approval for a stormwater management plan that incorporates environmental site design to the maximum extent practicable by utilizing rain gardens, grass channels, and disconnects to buffers to treat the Stormwater prior to discharging into tidal wetlands and waters.

7.) Environmental impacts associated with location in coastal hazard area or an increased risk of severe flooding attributable to the proposed development:

This project is proposed within a minimal flood hazard zone. Flood zones on the proposed development area are X and AE as depicted on the attached National Flood Hazard Layer FIRMette map.

STATE CRITICAL AREA COMMENTS

Comments from the State Critical Area Commission Staff are attached within.

ACTION OF THE PLANNING COMMISSION:

The Planning Commission is requested to forward a favorable or unfavorable recommendation to the County Commissioners regarding the applicant’s request for an award of 33.46 acres of Growth Allocation, by designating a portion of the subject critical area property as a Limited Development Area (LDA). Once the Planning Commission has made this recommendation, the applicant shall address and revise the concept plan according to any comments and/or recommendations before proceeding further. In addition,

Stormwater Concept Plan Approval, along with accompanying calculations, and a more detailed planting plan will be required by this Department prior to review by the County Commissioners. Pursuant to §NR 3-112(c)(3), the growth allocation request shall then be forwarded to the County Commissioners by the Planning Commission with a recommendation for either approval or denial.

ADDITIONAL APPROVAL STEPS:

The County Commissioners shall hold a public hearing pursuant to §ZS 1-114 of the Zoning and Subdivision Control Article on the request and any revisions to the concept Plan.

The County Commissioners may establish conditions of approval that are consistent with the intent of the Critical Area Program. Pursuant to §NR 3-112(c)(11), as a condition of approval, the County Commissioners may require that the project approved for the use of growth allocation demonstrate that it has been substantially completed within three (3) years of the date of growth allocation approval by the Commission. Substantially completed is defined as projects in which all public improvements such as roads, sewer and/or water facilities, etc. have been built and approved as required by the County Commissioners.

If the request is approved by the County Commissioners, it shall be forwarded to the State Critical Area Commission. Thereafter, the additional approval steps will be applied as set forth in §NR 3-112(c)(6) thru (10).

* * * * *

Should you have any questions or need additional information, please do not hesitate to contact us at (410) 632-1220:

David Bradford – ext. 1143, dbradford@co.worcester.md.us

Katherine Munson- ext. 1302, kmunson@co.worcester.md.us

- Attachments Applicant’s Critical Area Report
- Growth Allocation Summary;
- Critical Area Commission Letter;
- GIS Aerial Map illustrating CA boundary;
- FEMA Map;
- Land Use Map

cc: Bob Mitchell, Director DEP
 Joy Birch, NR Planner DEP

Wes Moore
Governor
Aruna Miller
Lt. Governor



Erik Fisher
Chair
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS

August 4, 2023

Mr. David Bradford
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Island Resort Campground
Preliminary Review for Growth Allocation

Dear Mr. Bradford:

I am writing in response to the above referenced proposal to provide initial review and comment. It is my understanding that the Island Resort Campground is interested in expanding their facility and may seek growth allocation in order to do so. The existing campground is located on Tax Map 40 Parcel 241, which totals 151.27 acres and contains Resource Conservation Area (RCA). A portion of the campground was approved within the RCA prior to the establishment of the Atlantic Coastal Bays Critical Area Program. The proposed expansion is on Tax Map 40, Parcel 93 which is directly adjacent to Parcel 241. Parcel 93 totals 365.37 acres, which is divided into two parts, or Items. Item 1 is 223.47 acres and Item 2 is 142 acres. Currently, 173.47 acres of the property are located within the RCA. The applicant is seeking 33.46 acres of growth allocation to reclassify a portion of the RCA to Limited Development Area (LDA), in order to locate 62 new lots/campground sites and meet the 15% lot coverage limit.

Based on the information provided, we have the following comments at this time:

1. In order for the Commission to accept an application for growth allocation, the County must provide all information in accordance with the Commission's growth allocation submittal requirements (COMAR 27.01.02.06-1). The Worcester County Commissioners must determine that the growth allocation meets the strict adjacency standards listed under Natural Resources Article 8-1808.1(c)(2) and COMAR 27.01.02.06-3.E, including that the proposed growth allocation is adjacent to an existing LDA or an Intensely Developed Area (IDA). Additionally, an application for growth allocation in an RCA shall provide a 300-foot setback from tidal waters or tidal wetlands. If a 300-foot setback is not provided, the County shall propose alternative measures that enhance water quality and habitat in order to provide greater benefits to the resources.

2. Additionally, any proposed development must conform to all the standards for a Limited Development Area. This includes no disturbance to the Buffer or expanded Buffer. The site plan included with this application does not show hydric soils, however analysis on MdMERLIN indicates there are extensive hydric soils on the site. A plan showing only the field delineated Buffer, properly expanded for hydric soils and nontidal wetlands, would be necessary to ensure all development is located outside of the Buffer.
3. The application must also include information that addresses the factors to be considered found in Natural Resources Article 8-1808.1(c)(4) and COMAR 27.01.02.06-3.G. Finally, the deduction must meet the requirements for a development envelope as outlined in COMAR 27.01.02.06-4.

Our office is available to discuss the above application further if necessary. Please feel free to contact Kate Durant at Kathryn.durant@maryland.gov or 410-260-3477.

Sincerely,



Kate Charbonneau
Executive Director

Attachment 2

**Planning Commission
Minutes**

**WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – October 5, 2023**

Meeting Date: October 5, 2023

Time: 1:00 P.M.

Location: Worcester County Government Office Building, Room 1102

Attendance:

Planning Commission

Jerry Barbierri, Chair
Rick Wells, Vice Chair
Mary Knight, Secretary
Ken Church
Marlene Ott
Betty Smith
Phyllis Wimbrow

Staff

Jennifer Keener, Director, DDRP
Matthew Laick, Deputy Director, DDRP
Kristen Tremblay, Zoning Administrator
Stu White, DRP Specialist
Cathy Zirkle, DRP Specialist
Bob Mitchell, Director, DEP
Dave Bradford, Deputy Director, DEP
Joy Birch, Natural Resources Planner, DEP
Roscoe Leslie, County Attorney

I. Call to Order

II. Administrative Matters

A. Review and approval of minutes, September 7, 2023

As the first item of business, the Planning Commission reviewed the minutes of the September 7, 2023 meeting.

Ms. Ott noted that there were comments made during the Refuge at Windmill Creek review that were not included in the minutes and asked to amend the minutes to include them. Following the review, a motion was made by Ms. Ott to approve the minutes with the amendments, Mr. Church seconded the motion, and the motion carried unanimously.

B. Board of Zoning Appeals Agendas, October 12, 2023

As the next item of business, the Planning Commission reviewed the agenda for the Board of Zoning Appeals meeting scheduled for October 12, 2023. Ms. Tremblay was present for the review to answer questions and address concerns of the Planning Commission.

No comments were forwarded to the Board.

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C. Technical Review Committee Agenda, October 11, 2023

As the next item of business, the Planning Commission reviewed the agenda for the Technical Review Committee meeting scheduled for October 11, 2023. Mr. White was present for the review to answer questions and address any concerns of the Planning Commission.

No comments were forwarded to the Committee.

III. Sea Squared – Minor Site Plan Code Requirements Waiver Request

As the next item of business, the Planning Commission reviewed a request for waivers for Sea Squared, a proposed 9,600 square foot, single story warehouse building for marine storage and an outdoor boat storage area. Located at 11206 Five-L Drive, approximately 950 feet south of the eastern intersection of Five-L Drive and Cathell Road, Tax Map 21, Parcel 267, Lot 7, Tax District 03, A-2 Agricultural District. Hugh Cropper IV, Melissa Clemens, and Ron Croker were present for the review. Mr. Cropper presented the project.

Mr. Cropper stated that the project received Special Exception approval from the Board of Zoning Appeals (BZA) for the proposed use of a boat storage facility in the A-2 Agricultural Zoning District and the site plan received preliminary approval from the Technical Review Committee (TRC).

Mr. Cropper explained that the Zoning Code requires that the travelway to the proposed facility be constructed of a hard surface such as concrete. He asked that this requirement be waived and stated that it would only create more impervious surface to the property and would be subject to damage from the equipment and trailer traffic. He stated they wish to instead have a stabilized stone driveway comprised of a gravel base with washed stone on the surface. Mr. Croker presented material samples to the Planning Commission members for reference and described how the proposed materials would create no dust. Mr. Cropper added that the road would seldom be used outside of the Spring and Fall.

Mr. Cropper then stated that a condition of the BZA approval is the requirement of a one-hundred-foot vegetated setback between the proposed storage facility and the property border with the Pennington Commons subdivision, which was later described as a one-hundred-foot vegetated buffer in the subsequent BZA hearing Opinion letter. He stated that he felt that the terminology of “buffer” was made in error and does not feel that the area should be treated the same as a landscape buffer that you would typically see in a residential subdivision, requiring certain species of plants, mulch, and irrigation. He stated that he felt that was not what the residents of Pennington Commons were seeking or what was intended. Mr. Cropper stated that the intention was to plant trees and let them grow in addition with the existing trees on the

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site. He added that approximately half of the property is wooded and would not be bothered. Ms. Wimbrow questioned if the site plan illustrated existing or proposed conditions. Mr. Cropper explained that it illustrates the existing tree line along with proposed green-giant arborvitae plantings. Ms. Wimbrow added that she was looking for clarification that the site plan illustrates what is proposed or what is required. Ms. Keener clarified that the site plan is acceptable to the BZA's conditions and that the Planning Commission is not considering the Board's interpretation of the plan. She further clarified that the Planning Commission is reviewing whether irrigation would have to be provided to which Mr. Cropper responded that they are seeking a waiver from the requirement. Ms. Wimbrow added that the landscaping would have to be bonded for survival.

Ms. Wimbrow then asked, with regards to the driveway surface requirement, if pavement was required. Ms. Tremblay then read the Zoning Code section which defines the requirements for vehicular travelways and parking areas. Mr. Croker added that the existing driveway and employee parking area already meet the Code requirements and that the driveway to the proposed building would only be used by employees. Ms. Wimbrow added that she agreed with Mr. Cropper's assessment that having a pervious driveway is advantageous with regards to stormwater management.

Following the discussion, a motion was made by Ms. Wimbrow, seconded by Ms. Ott, and carried unanimously to grant the waivers from the hard surface requirement for the driveway and the requirement for an automatic irrigation system for the one-hundred-foot landscape buffer plantings.

IV. Rezoning

Case 443

As the next item of business, the Planning Commission reviewed Rezoning Case 443. Mr. Church recused himself from the review. Hugh Cropper, IV, applicant's attorney, Greg Wilkins, Linda Ayres, and Chris McCabe were present for the review. Linda Ayres started by describing the history of the property and surrounding area. The property has been in the family since the 19th century. Mrs. Ayres stated that she was shocked by the changes in the neighborhood as she rode by the property. She described how there was no true farmland, and that the area was mostly developed by churches, schools, gas stations, housing, and farm stands. Mrs. Ayres also described how the family has a history of preserving farmland in Worcester County. Mrs. Ayres also stated that Mr. Littleton has farmed the land for decades. He wrote to her stating that he could no longer farm the land and make money off it. She stated that the traffic makes it difficult for combines and other farm equipment to access the property as well as problems with wildlife eating the crops.

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Mr. Cropper asked that the Planning Commission ignore the submitted definition of the neighborhood that was included in his submittal, as he would like to redefine it. Mr. Cropper called Greg Wilkins Professional Land Surveyor for 13 years and has been in the surveying business for 35 years generating site plans and working with the Comprehensive Plan

Mr. Cropper submitted Applicant's Exhibit #1, an excerpt from page 17 of the Comprehensive Plan that talks about commercial centers. The applicants are asking to rezone for two acres next to the existing convenience store as commercial and the rest as an upgrade from A-1 to A-2. Mr. Cropper described the different types of Community Centers that serve 3,000 or more within a 10-to-20-minute travel time and used this definition to define the neighborhood. Mr. Cropper tried to define a narrow neighborhood but stated that did not work due to the cohesive neighborhood of Ocean Pines. Mr. Wilkins believes that the neighborhood is defined by a circle, and concurred it is consistent with the Comprehensive Plan. The subject property is centered in the redefined neighborhood.

Mr. Cropper described the surrounding zoning and how there is like a peninsula of A-1 zoning with A-2 zoning just to the south and stated that there is no reason why it shouldn't be A-2 and that there is more farmland (Crop Land) in the A-2 than the A-1 area. He further stated that there have been substantial and material changes since the November 3, 2009, rezoning. The first being the Tidal Health campus across the street. He stated that the property had to obtain several special exceptions to develop it, as it is zoned C-1, and they developed several large establishments on the property.

Mr. Cropper explained that the second change in the neighborhood was the expansion of the casino, which applied for and received Water & Sewer Plan amendments and an expansion of the Ocean Pines sewer. Planning Commission and County Commissioners approved a Casino Overlay District text amendment which essentially changed the zoning of the property. He argued that this defines a substantial change to the neighborhood. Subsequently, Crabs to Go received a Water & Sewer amendment to connect to County Sewer which created another change to the neighborhood.

Mr. Cropper submitted Applicant's Exhibit No. 2, the County Commissioners Findings of Fact from Rezoning Case No. 392. The Planning Commission and County Commissioners found based on a smaller neighborhood that there was a change in the character of the neighborhood and rezoned the property from Agricultural to Commercial. The case was appealed to the Court of Special Appeals, submitted as Applicant's Exhibit No. 3, opinion from the Court of Special Appeals. Mr. Cropper mentions Bob Mitchell's comments about the properties being growth areas or EDA under the Comprehensive Plan. The Court of Special Appeals was not concerned about the underlying land use designation. He stated that the AGH complex added

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the traffic light and has made significant road improvements. Mr. Cropper defined this as the fifth change in the character of the neighborhood.

Mr. Cropper submitted Applicant's Exhibit No. 4, which was the County Commissioners Finding of Fact and Resolution Rezoning Case No. 396, and Applicant's Exhibit No. 5, Resolution 19-2, requiring service area expansions and a Water & Sewer Plan Amendment. Mr. Mark Cropper represented a group of clients who owned the properties across from the casino and they were rezoned from A-1 and E-1 to C-1 and C-2. He stated that was a sectional rezoning that was a significant change in the character of the neighborhood.

Chris McCabe, owner of Coastal Compliance Solutions, submitted Applicant's Exhibit No. 6 which was the County Commissioners Finding of Fact for Rezoning Case 403. The property was rezoned from A-1 and E-1 to R-1 on Beauchamp Road and is part of the neighborhood and a substantial change in the neighborhood. The property owner now has 90 single-family lots under construction and obtained Water & Sewer amendment to purchase service from River Run. Mr. McCabe reviewed subject property from an environmental perspective. The land is generally upland and suitable for development with the woods having some non-tidal wetlands dispersed. The entire area will be converted farmland with plenty of uplands. It has limited on-site septic capacity, but that is theoretical as Mr. McCabe is not a soil scientist. The property is constrained by wastewater disposal. In his opinion, the changes previously outlined are a substantial change in the character of neighborhood, Mr. McCabe agrees with Ms. Ayres that it is a bad location for farm equipment.

Mr. Cropper submitted applicant's exhibit No. 7, an email from Maryland Department of Transportation (MDOT) State Highway Administration (SHA) showing that they have no objection to the rezoning and that SHA would require road improvements if it were ever developed. Mr. Cropper admitted that there are traffic problems on Rt. 589, but that the potential traffic generated from this project would be mitigated by road improvements required by SHA. He further stated that traffic generated from this property would be a drop in the bucket to the current Rt. 589 traffic.

Mr. Cropper submitted applicant's exhibit No. 8A and 8B, the complete A-1 and A-2 statutes. He described that the permitted uses in both the A-1 and A-2 are nearly identical. There are two more permitted uses in the A-2, under the Special Exceptions there are 8 more in the A2 than in the A-1. He suggested that in every other respect, both districts are the same. From a traffic perspective there is no difference from A-1. Mr. Cropper listed Special Exception uses in the A-1 District and suggested that only difference is that the A-2 allows golf courses, campgrounds, contractors shops and storage facilities. He stated that the two acres next to the existing convenience store as Commercial part would allow more uses.

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In conclusion, if the Comprehensive Plan designates this as agriculture, Mr. Cropper disagrees with staff and believes that the adjoining commercial zoning area touches this property, and that it should be part of the commercial intersection. Mr. Cropper feels that the requested 2 acres of C-2 is consistent with the Comprehensive Plan as it adjoins the existing gas station property. This is an isolated piece of property that has been left behind because of the change in the character of the neighborhood. Mr. Cropper's Opinion is that entire section of the A-1 peninsula should be A-2, but he is only asking for the subject property.

Mr. Barbierri inquired about the traffic circle that was proposed to be included in the last rezoning. Mr. Cropper said SHA proposed a roundabout, designed it, and put it to a public comment period with Ocean Pines Association. He stated that it received so many negative comments that they decided to table it. Sewer capacity was also brought up and Mr. Cropper stated that sewer will be handled on site.

A question was asked about the proposed commercial area. Mr. Cropper provided an aerial photograph illustrating the proposed 2.0-acre area. He stated that he will have Greg Wilkins prepare a survey illustrating it.

Mr. Wells stated that he was very concerned about traffic issues in this area and that a better solution could be a roundabout or other resolutions. He stated that it's not what the property is used for, it's what the traffic is doing to it. He further stated that something can be done with the property now, but it will still require entrances and it is not safe. Mr. Wells does not think the rezoning will make traffic worse though.

Mrs. Wimbrow is in full agreement with Rick about the traffic and feels that we need to deal with the issues first before granting a rezoning. Read code reference ZS1-113(c)(3) aloud. She said "personally, that's where we need to put our foot down." She stated that she disagreed with the sectional rezoning across from the casino and feels she cannot vote for this.

Mr. Barbierri states that he is hearing from people "What is the Planning Commission approving now for Rt. 589 to worsen the traffic conditions?" Mr. Barbierri states that until they had a definitive plan for Rt. 589, he felt they would be doing an injustice to approve any additional commercial rezonings in that area of Rt. 589.

Mrs. Knight asked if the Planning Commission was overstepping SHA's authority and questioned who has the final say on traffic.

Mrs. Wimbrow stated that it is the Planning Commission's responsibility for land uses.

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Motion made for a Favorable recommendation by Mrs. Knight, fails for lack of second.
Motion made for a unfavorable recommendation by Mrs. Wimbrow, seconded by Mr. Wells,
Motion passed 5 to 1 with Mrs. Knight in opposition.

V. Atlantic Coastal Bays Critical Area – Growth Allocation Request

As the next item of business, the Planning Commission reviewed an application associated with an Atlantic Coastal Bays Critical Area Growth Allocation. The subject property for this request is identified as Tax Map 40, Parcel 93 and 241, which is located within the boundaries of the Atlantic Coastal Bays Critical Area Program (ACBCA), specifically within the Resource Conservation Area (RCA) designation. According to the Exhibits provided, a small area of the requested Growth Allocation is within the lot boundaries of Tax Map 40, Parcel 93 and 241. According to the Growth Allocation request, 33.46 acres within RCA is proposed to be reclassified as Limited Development Area (LDA). David Bradford, Deputy Director, and Katherine Munson, Planner V, prepared the staff report submitted to the Planning Commission. Mark Cropper, Attorney, presented on behalf of the Applicant, Bob Ewell.

Mr. Cropper made an opening presentation to the Commission and explained the history of the development of the campground, including its prior use as a surface mine and finished with the zoning history of the property as well. He explained in detail about the uses permitted in A1 and A2 zoning categories and how the existing campground was in existence before the A2 category was adopted by the county. He detailed how he believed under the current code expansion of existing non-conforming uses can be accomplished, reviewed special exceptions vs a variance and a rezoning in addressing inconsistencies with existing non-conformities, and finished with his summary of peculiarities with respect to the history of the property and how they could proceed in the future with any additions to the existing campground. In a request from the Commission Chair for comments, Robert Mitchell, Director of Environmental Programs, explained a portion of Environmental Programs comments regarding conformance with the Comprehensive Plan. Mr. Mitchell said that the Department didn't ignore literal inconsistencies with The Plan, but acknowledged that the existing campground was granted a special exception in January of 2008 by the Worcester County Board of Zoning Appeals to expand the existing campground for the initial expansion and a variance was also granted to reduce the required setback to a residential district. Mr. Cropper presented a vigorous response detailing his arguments that the application was in conformance with The Plan and emphasized the historical approvals in that presentation which was well received by the Planning Commission members.

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Mr. Cropper reviewed and concurred with staff's findings on their report, save the aforementioned Comprehensive Plan comments, and asked that it be incorporated along with the comments from the state Critical Area Commission. He introduced James Cook from Rauch Incorporated to review their critical area report for the application and detailed the history for the property, which presently contains an active campground, support buildings, and an onsite sewage disposal system with advanced treatment within its boundaries. Mr. Cook and Mr. Cropper explained these existing uses on the property, located with the Critical Area boundary, were approved prior to the implementation of the Atlantic Coastal Bays Critical Area Law, and per §NR 3- 108(c)(4), and how they may remain in use.

They also reviewed this proposal for reclassification of 33.46 acres of RCA to LDA, resulting in the proposed use of 33.46 acres of Growth Allocation. The applicant is proposing to expand the current campground within this area and include 62 new campsites. Presently, this proposed commercial use and expansion is not permissible within the RCA designation without the acquisition of a Growth Allocation aware. As noted under §NR 3- 108(c)(5), "new commercial, industrial, and institutional uses shall not be permitted in the Resource Conservation Areas." Hence, Environmental Programs noted that is why they are here with this growth allocation application.

Mr. Cropper closed with a request for the approval of the Growth Allocation, noting that there is ample Growth Allocation remaining for the Atlantic Coastal Bays Critical Area. In response to a concern expressed by Ms. Wimbrow, Mr. Bradford replied that the comment made regarding half of the growth allocation acreage was already awarded was not correct. He specified that there were 369 acres of remaining growth allocation acreage available for utilization. Many of the interim period projects, which occurred during the establishment of the Critical Area Law, used a portion of our total allocation which may make it appear that more acres had been used. He also stated that the utilization of some of the growth allocation acres for this project would be a good fit, as it was expanding upon an existing campground use rather than the construction of a new campground in another area of the county.

Following the discussion, a motion was made by Ms. Knight, seconded by Mr. Church, 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.

VI. Maryland Coastal Bays Program – Comprehensive Conservation and Management Plan (CCMP) discussion

As the next item of business, the Planning Commission met with Kevin Smith, Executive Director, Maryland Coastal Bays Program (MCBP), Steve Taylor, President, MCBP Board, and Nancy Zeller, Vice President, MCBP Board. Kevin Smith explained that MCBP is a non-

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profit mainly funded through the EPA's National Estuary Program that has been working for over two decades to restore Maryland's coastal bays. They mentioned that Katherine Munson, a county employee, is a Board member, demonstrating the close working relationship the Coastal Bays Program has with the county. The MCBP is preparing an updated Comprehensive Conservation Management Plan (CCMP), the blueprint for restoration and preservation of the bays. MCBP wanted to communicate the connections between the CCMP and the Comprehensive Plan with the Planning Commission as they are about to prepare the Comprehensive Plan. Kevin Smith noted the 2006 Comprehensive Plan is an excellent document that reflects the goals of the CCMP.

Steve Taylor referred to a letter dated August 10, 2023, from Kevin Smith and himself to the Planning Commission. He addressed the negative effects of impervious surface on water quality, nutrient impairment of the bays and impacts of septic systems, sea level rise, flooding and shoreline impacts, and the need for landscape level stormwater management. Nancy Zeller noted that she is an officer of her community association and also volunteers as an educator at Assateague State Park. She said she speaks to many people, both residents and visitors, in these capacities, and feels she speaks for their interests/concerns about impacts to the bays. She addressed innovative ditch management, greenways, land protection, and farmland preservation. She noted that the Land Preservation and Recreation Plan and Priority Preservation Area element are excellent guiding documents.

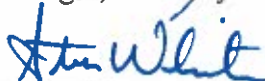
Steve Taylor stated that during the development of the 2006 Comprehensive Plan, MCBP provided support to the county with outreach, including funding for community sessions with outside experts, and a public lecture series. He stated the program is willing to provide this support again.

Kevin Smith concluded by stating that MCBP has enjoyed a long-time strong partnership with Worcester County and looks forward to continuing to work with the county towards shared goals.

VII. Adjourn – A motion to adjourn was made by Ms. Ott and seconded by Mr. Wells.



Mary Knight, Secretary



Stuart White, DRP Specialist

Attachment 3

**Growth Allocation
Summary**

Worcester County
Atlantic Coastal Bay Critical Area
TENTATIVE SUMMARY OF GROWTH ALLOCATION

Per §NR3-112 - Total acreage classified as RCA upon County adoption of Ordinance(11/19/02) - 16,379 acres - 5% of this area can be allocated by the County Commissioners for future growth as IDA or LDA – **819 acres.**

Refinements/Amendments since adoption of Law:

- Bali-Hi RV Park (M10 P32) - 23.63 acres
- St. Martin’s Neck Rd. Bishopville
Resolution 02-44 passed to correct mapping
Error (RCA to IDA)
- Riverview Mobile Home Park (M9 P268) - 24.32 acres
- Shell Mill Rd. Bishopville
Resolution 02-44 passed to correct mapping
Error (RCA to IDA)
- Peterson,et al. (M26 P132,133,134,383) - 6.32 acres
- Ocean Gateway, West O.C.
Resolution No. 08-07 & 08-19 passed to correct mapping
Error (RCA to IDA)
- Rios (M10 P 28, 29, 48, 249, 302) - 35.74 acres
- Resolution No. 08-06 passed to correct
mapping error – (Acreage out of c.a. boundary)
- Tony Russo / Irving Lynch (M21 – Numerous Parcels) - 113.92 acres
- Resolution No. 09-22 passed to correct mapping error)

Adjustment to RCA acreage amount (16,379 acres – 203.93 acres) = 16,175.07 – 5% of this area can be allocated by the County Commissioners for future growth as IDA or LDA = 808.75 acres.

“Interim Period” Projects:

Preliminary Plat approval prior to 6/1/02 and recorded within one year from State adoption of law (June 1, 2002):

- Equestrian Shores (M73 P123,124,125) - 79.85 acres
- Coves at Isle of Wight (M22 P410 L3&4) - 32.74 acres
- Cropper Island Estates (M40 p/oP93) - 20.30 acres
- Anderson Property (M16 P36&81) - 14.00 acres
- Figgs Landing (M73 P53) - 22.54 acres
- Melson Tract (M9 P 161) - 60.72 acres

Residential Planned Communities (RPC’s) – received Step III approval and 3 of 4 State permits prior to 6/1/02:

- The Landings RPC (M33 P281) - 11.86 acres

RPC's, meeting above criteria, which include an inland marina (85% of total units comply with 100' buffer & remaining 15% have 50' buffer):

- Glenn Riddle PUD (M26 P1) - 122.73 acres.

SUBTOTAL = 364.74

Summary:

Acres available for allocation - 808.75 acres
 Less "Interim Period" Projects - 364.74 acres

Remaining Growth Allocation - 444.01 acres

Projects receiving Growth Allocation since adoption of Law:

Baypoint Plantation (M21 P257) - 38.0 acres
 Total site area - 181.46 acres
 RCA to IDA - 38 acres
 Resolution 04-____
 Balance remaining RCA 143.46 acres
 100 acres of which in restrictive easement

George Mount Property (M73 P28&42)
 Total Site area - (8.1 acres ±)
 RCA to LDA - entire parcel
 Approved in 2004 with condition of confirmation of exact acreage based on State vs. Private wetland determination. *On May 13, 2007 owner gave written request to not pursue request. On July 3, 2007, Resolution No. 07-19 was signed to revoke award of G.A. Accepted by CAC on August 1, 2007.*

Proposed YMCA (M21 P118)
 Site Area 9.46 acres
 RCA to IDA w/condition project must be substantially complete by 6/28/08 or growth allocation is reversed. *No Permit issued or activity on property as of 6/28/08- acreage reverts back to RCA.*

Steen & Associates (M21 P67&74) - 32.12 acres
 Total Site Area w/in CA - 55.39 (Total site 92.03ac)
 RCA to LDA - 32.12 acres
 Remaining RCA - 20.74 acres

Moore's Boatyard (M10 P4,171,301) - 4.71 acres
 Site area - 9.34 acres
 RCA to LDA - 4.71 acres

ITEM 27

To date: Balance of acres available for Growth Allocation:	444.01 acres
Less Approved G.A. projects	<u>- 74.83 acres</u>

TOTAL REMAINING FOR GROWTH ALLOCATION	369.18 acres
--	---------------------

Attachment 4

Draft Advertisement



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

December xx, 2023

TO: The Daily Times Group and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today on December XX, 2023 and December xx, 2023. Thank you.

NOTICE OF PUBLIC HEARING
FOR GROWTH ALLOCATION
ATLANTIC COASTAL BAYS CRITICAL AREA
ISLAND RESORT CAMPGROUND
Worcester County, Maryland

Pursuant to Section NR 3-112(c)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, a request has been submitted to the Worcester County Commissioners by Mark Cropper Esquire on behalf of Island Resort Park, Inc. for the reclassification of 33.46 acres of land from Resource Conservation Area to Limited Developed Area. The subject property is located along the northerly side of Croppers Island Road in Newark and is shown on Worcester County Tax Map 40, Parcels 93 & 241.

Pursuant to Section NR 3-112(c)(4) of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners will hold a public hearing.

At said public hearing, the Commissioners will consider the request for an award of growth allocation for the above referenced property, any staff reports and recommendations, comments of other agencies, the recommendation of the Planning Commission, and testimony offered before them.

The public hearing on this application will be held on
TUESDAY, January xx, 2024 at xx A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

The file containing the request for reclassification and other pertinent information which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to David Bradford, Deputy Director, by calling (410) 632-1220, extension 1143 or email at dbradford@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

Attachment 5

Maps



Legend

- IDA - Intensely Development Areas
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Out of Program
- Tidally Influenced Areas

Critical Area Boundary
 Island Resort Campground
 Growth Allocation Request



National Flood Hazard Layer FIRMeTte



ITEM 27

75°14'48"W 38°15'30"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

75°14'11"W 38°15'1"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE)
Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway

- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER AREAS**
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D

- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped

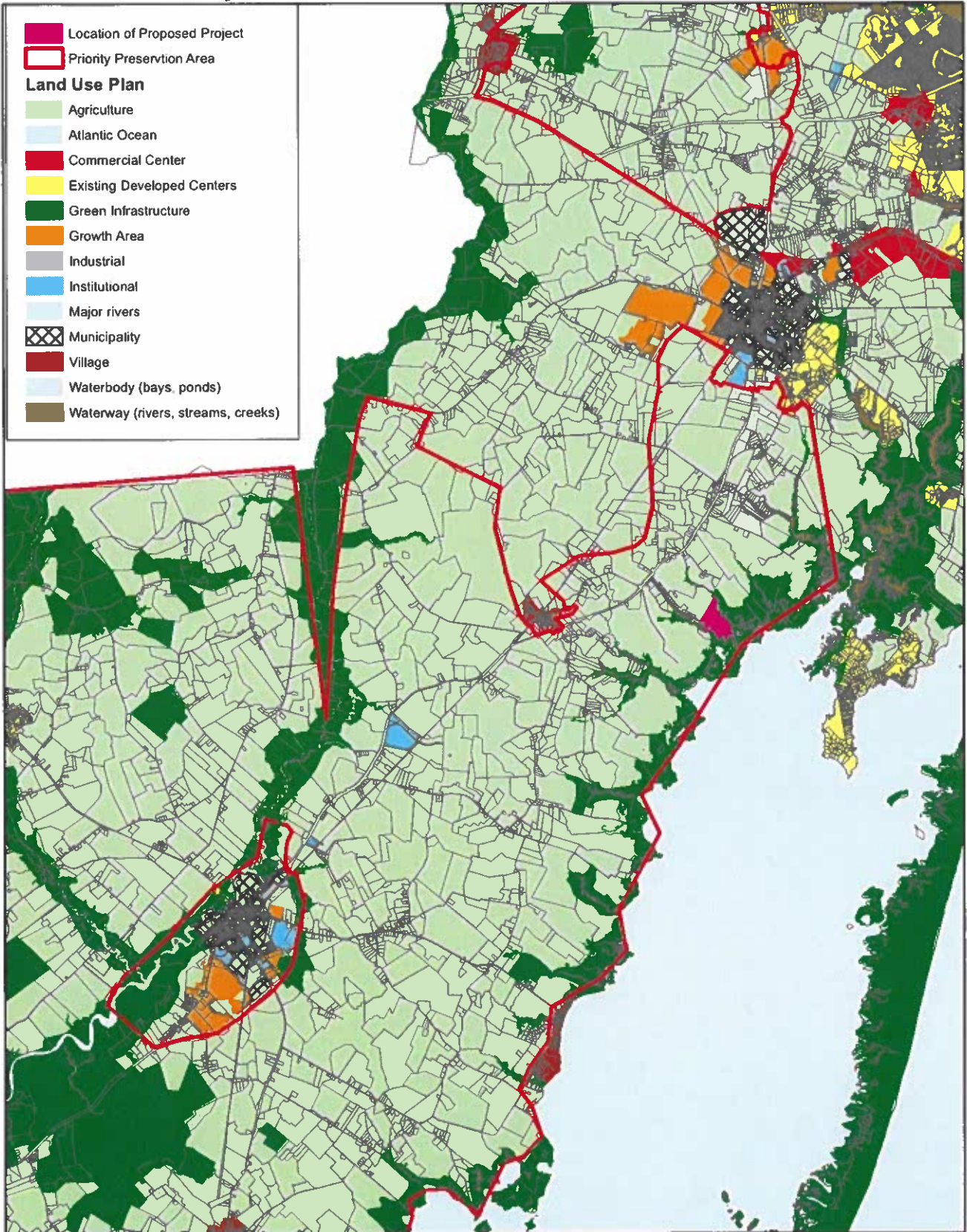
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

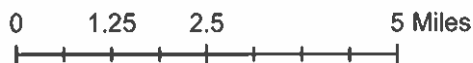
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/14/2023 at 2:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Island Resort Campground: 2006 Land Use Plan/Priority Preservation Area
Worcester County



September 14, 2023



Attachment 6

**Applicant's
Critical Area Report**

* Report summary included the full report is available on request



Atlantic Coastal Bays Critical Area Property
Environmental Growth Allocation Report

At
“Island Resort Campground”
9537 Croppers Island Road, Newark, MD 21841
Worcester County, MD

For
Island Resort Park, Inc.
&
Robert and Julia Ewell

October 2022

* Report summary included the full report is available on request

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INTRODUCTION

Representatives of RAUCH inc. visited the subject property known as Island Resorts Campground in May 2021 and in June of 2022 to document the existing features and conditions of the property and evaluate the potential impacts of the award of LDA growth allocation in accordance with COMAR 27.01.02.06-1 and 27.01.02.06-2. On-site information-gathering efforts combined with State and Federal informational maps and resources were used to compile this environmental report.

PROJECT LOCATION, DESCRIPTION, AND SUBDIVISION HISTORY

The area of this review and assessment was conducted on property known as island resort campground located on the southeast side of U.S. route 113, Newark, Maryland – identified as parcels 93 and 241 on tax map no. 40, Worcester County, Maryland hereafter the “subject property”. Worcester County Assessment Reference Information is attached in the Appendix.

The site is adjacent to Croppers Island Road and fronted by Bassett Creek which is a tributary of the Newport Bay (Watershed 021301050683), and located in the Critical Area Zone RCA in Worcester County, MD. Parcel 93 consists of 365.37 acres divided into a 223.47-acre Item I (Lot C) and a 142-acre Item II (EXHIBIT 1-1). The parcel contains 173.47 acres of designated Resource Conservation Area (RCA) which limits the density and use of the RCA designated land. Parcel 241, the location of the existing campground, is 151.27 acres and is directly adjacent and connects to parcel 93.

The area of this review and assessment was conducted on Map 40 Grid 18 Parcel 93 and Map 40 Grid 18 Parcel 241 in Worcester County, Maryland, hereafter the “subject property”. Worcester County Assessment Reference Information is attached in the Appendix.

The site is adjacent to Croppers Island Road and fronted by Bassett Creek which is a tributary of the Newport Bay (Watershed 021301050683) and located in the Critical Area Zone RCA in Worcester County, MD. Parcel 93 consists of 365.37 acres divided into a 223.47-acre Item I (Lot C) and a 142-acre Item II (EXHIBIT 1-1). The parcel contains 173.47 acres of designated Resource Conservation Area (RCA) which limits the density and use of the RCA designated land. Parcel 241, the location of the existing campground, is 151.27 acres and is directly adjacent and connects to parcel 93.

The Island Resort Campground was originally established in 2005 on parcel Map/Grid/Parcel: 0040/0018/0241 (EXHIBIT1-2). The campground has periodically expanded with its existing land-use, density, and zoning regulations. The most recent expansion approval in 2020 added 36 lots on Map/Grid/Parcel: 0040/0018/0241 bringing the total lot count to 176. Owner Robert Ewell owns adjacent property Map/Grid/Parcel: 0040/0018/0093 and proposes to expand the Island Resort Campground to this property zoned A-1/R-1.

TIMELINE AND HISTORY OF PROPERTY KNOWN AS ISLAND RESORT CAMPGROUND

This original (PARENT) parcel consisted of approximately 500 acres according to the deed to the current owners Robert & Julia Ewell dated January 20, 1970 from Evelyn N. Bassett, widow; recorded among the land records of Worcester County in Liber 299 folio 642 which transferred the lands via two tracts consisting of 321.66 acres and 180 acres excepting that portion already conveyed out to Ocean Investments, Inc. by deed dated February 3, 1967 and recorded in Liber 216 folio 322 which created Croppers Island Road (see also Plat FWH No. 8 folio 1).

Out-conveyances/transfers and other major property changes after the initial acquisition were found as follows:

<u>DESCRIPTION</u>	<u>RECORDING / DATE</u>	<u>SOURCE</u>
1. Deed to Porter Creek Corporation	July 2, 1971	Deed 314 - 596
2. Subdivision Plat Lots 1 & 2	October, 1987	Plat Book 119 - 37
3. Subdivision Plat Lot A	June, 1988	Plat Book 120 - 14
4. Wor Co Appeal Case # 65727 for campground	Mar 14, 2002	Notes on Plat 234 - 36
5. Conf. of Board of Appeals Case in Circ. Court	Apr 08, 2003	Notes on Plat 234 - 36
6. Subdiv. Plat Lots 3-16 & Outlots A, B, & C	Apr 14, 2003	Plat Book 181 - 50
7. Subdivision Plat Lot B	Sep 25, 2003	Plat Book 185 - 27
8. Beginning and construction of campground	Circa 2005	(Based on Google Earth)
9. Original Forest Cons Plan	Aug 24, 2007	Plat Book 221 - 14
10. Rev Plat creating Lot C (Tax Parc. 241)	Mar 19, 2009	Plat Book 230 - 33
11. Plat of campground to convert to co-op	Jun 30, 2010	Plat Book 234 - 36
12. Expansion Plan of Campground for (Phase 2)	Jan 08, 2015	Plat Book 241 - 13

EXPANSION

Island Resort Park Inc. proposes to expand their campground by 62 lots onto Map/Grid/Parcel: 0040/0018/0093 (Item I) zoned A-1/R-1. Proposed force main will be extended to the expansion area to collect and transport wastewater. The property owner will increase the on-site wastewater treatment capacity via an expanded wastewater treatment plant and spray irrigation on an agricultural field on the same Map/Grid/Parcel: 0040/0018/0093 (Exhibit 7-8). In June of 2022, Island Resort Park, Inc. received conditional approval of a Worcester County Water and Sewer Plan Amendment which outlined the water and sewer needs in facilitating the 62-lot expansion. The approval was conditional on a growth allocation application being submitted in July of 2022 to reclassify the proposed development envelope as LDA in accordance with § NR3:I-NR3:I-12(e).

ZONING

Campground use is not an approved land use for A-1/R-1 zoning designation. However, the campground is considered a legal non-conforming use due to the campground's existence prior to the zoning use change regarding campgrounds in the A-1 zone. Worcester County code allows for expansion of legal non-conforming uses via a variance process § ZS1:III-ZS1:III-18(e)(4). In order to facilitate the expansion of the non-conforming use, Parcel 93 (Item I/Lot C) will be consolidated with Parcel 241 which houses the existing campground (EXHIBIT 5-1). Parcel 93 Item II, located to the South of Parcel 241, will remain a separate parcel from the consolidated campground parcel. The partial consolidation of parcel 93 and parcel 241 will utilize the existing out-lots to the current parcel 241. Out-lots currently serving Parcel 241 will serve the entire Parcel 241 post-consolidation. This consolidation and lot line revision will be pursued prior to the physical expansion of the campground and within 12 months of approval of the Water and Sewer Plan Amendment and the Critical Areas Growth Allocation Application. Consolidation will not be pursued if the growth allocation request and the water and sewer plan amendment are not approved.

GROWTH ALLOCATION

33.46 acres of parcel 93 are requested to be reclassified from RCA to LDA. The development will fit LDA criteria and will maintain lot coverage under 15% in accordance with § NR3:II-NR3:II-05(c)(7). The proposed LDA reclassification also requires adjacency to existing LDA or IDA lands per § NR3: I-NR3: I-12(b). EXHIBIT 2-8 demonstrates the adjacency of Parcel 93 and 241 to LDA parcels along Croppers Island Road. Additionally, portions of the overall growth allocation request do occur on both parcel 241 and parcel 93 (EXHIBIT 6-2). This further

demonstrates the immediate adjacency of parcel 241 and the proposed adjacency of the expansion area of parcel 93 once consolidated with Parcel 241. Upon the completion of the growth allocation, the campground will expand its overall capacity to help meet tourism demand to Worcester County in areas adjacent to the Atlantic Coast and popular tourist destinations in the vicinity like Ocean City.

JURISDICTIONAL OBJECTIVES

As stated in the Worcester County Comprehensive Plan, the County has growth and planning objectives for development within the County. This proposed expansion helps further the following objectives listed in the Comprehensive Plan:

1. Maintain and enhance the county’s livability¹
 - a. This project helps to facilitate demand for tourist living space
2. Provide adequate public health, safety, social, recreation, and waste disposal services¹
 - a. The expansion will provide for recreation, safety, wastewater treatment, and trash removal for its occupants
3. Facilitate the county’s economic activity¹
 - a. The project helps to draw tourism to the County and surrounding local municipalities
4. Provide for adequate housing opportunities for all income and age groups¹
 - a. Campgrounds facilitate tourism without adding additional demand on existing residential areas. This frees up residential structures for long-term living arrangements and helps divert short term rentals to the campground
5. Continue the viability of the agriculture and forestry industries¹
 - a. Island Resort Campground occupies an agriculturally zoned parcel and campgrounds were considered a use-by-right for agriculturally zoned districts at the time of its establishment and is maintained as a legal non-conforming use.
6. Accommodate planned future growth through designated “growth centers” with development standards designed to minimize environmental and habitat disruption¹
 - a. The expansion of Island Resort Campground will utilize all development standards to minimize environmental and habitat disruption in coordination to the relevant regulatory agencies

¹ (2006). Worcester County Comprehensive Plan. P. Commission, Worcester County. Pg. 8

ENVIRONMENTAL CONSIDERATIONS

TOPOGRAPHY

USGS topographical maps of the area have 5' contours. The highest elevation contours on the property are the 30' and 40" contours running almost parallel to the Northern most property line and adjacent to the Worcester Highway (EXHIBIT 2-1 and EXHIBIT 2-2). The lowest elevation contour on the property is 5' contour encompassing the area near the mean high-water line on the Northeast side of the parcel adjacent to Bassett Creek and along the shore of the existing pond located on the property. In general, the subject property has topography that falls in a Northwest to Southeast direction. Field-run topography was conducted on the Subject Property in June of 2022 and confirm the USGS topographical data (EXHIBIT 7-1).

Use of growth allocation will allow expansion of the existing campground within the Critical Area.

WETLANDS

There are several Wetlands of Special State Concern (WSSC) shown on the property by Maryland Department of Natural Resource (MD-DNR) as per their mapping on the MERLIN online website (EXHIBIT 2-3). The nontidal wetlands are often associated with perennial and intermittent streams within wooded drainage basins. The wetlands on the project site are adjacent to the Northern most pond on parcel 241 expanding over the property line onto parcel 93 (EXHIBIT 7-1). Additionally, a second wetland area is located on the Southeastern most portion of the property adjacent to Porter Creek, located to the South of the subject property, and extending North onto the Subject Property (EXHIBIT 7-1). Nontidal wetlands border the tidal wetlands at the bottom of the slope on the Southwestern edge of the tidal gut of Bassett Creek (EXHIBIT 7-1). These areas are vegetated with plants surviving in the existing very low salinity conditions. Common plant species include Arrow arum, Cattails, Phragmites, Soft Rush, and Sweet Pepperbush near the upland transition. Wetlands existing on the subject property have been shown on the Growth Allocation concept plan.

Existing tidal and non-tidal wetlands were field delineated by L.E. Bunting Surveys Inc. in 2007 and 2010, by Soule Associates P.C. in 2015, and by Spencer Rowe Inc in 2022. Spencer Rowe's delineation proved to be the most comprehensive and showed wetlands not identified in past delineations (EXHIBIT 5-2). The wetlands area for delineation shown was initiated based on an

early concept plan. This early plan shows impacts to wetlands. That plan has been modified in light of the wetlands delineation performed and is shown in the proposed concept plans. This most recent and extensive wetland delineation was used to develop the concept design for the campground and to minimize wetland impacts. The Property Owner proposes to avoid all wetland impacts. The proposed expansion does impact wetland buffers identified on the property and a non-tidal wetland buffer disturbance permit must be acquired for 5,229 ft² of buffer disturbance.

The National Wetlands Inventory maps generally agree with these field observations. The application that is being made for growth allocation to reclassify 33.46 acres of RCA to LDA contains areas directly adjacent to tidal and non-tidal wetlands and does encroach into tidal wetland buffers but does not propose any wetland disturbance. This growth allocation application will pose no significant impacts to these mapped areas.

SOILS

The 33.46-acre proposed area is comprised of approximately 36.2% Type A/D soils, 29.3% Type B/D soils, 18.3% Type A soils, and 16.3% Type B soils (EXHIBIT 9-1). All of the soils within the project area are hydric with the exception of Rosedale Loamy Sand and Hambrook Sandy Loam located to the South and East of the existing pond and Northwest of the existing forest conservation area and wetlands which overlap parcel 241 and 93 property lines. Due to the extensive amount of hydric soils on the subject property (EXHIBIT 2-4) and the flat terrain, significant surface erosion is not expected from water generating sources. These include but are not limited to down spouts, sump pumps, foundation drains, and impervious surfaces around the existing buildings. Any stormwater management must address all sources of water from any proposed improvements. Additionally, due to the relative flat topography of the subject property, sediment release from any new proposed construction can be sufficiently contained with the installation of silt fence.

VEGETATION

The NWI maps identify estuarine wetlands at the base of the slope on the East side of the parcel, which is confirmed by the site visits. Also see the section on “WETLANDS” as it relates to existing vegetation.

Extensive woodland exists on site (EXHIBIT 7-1). Within the proposed 33.46-acre growth allocation area, 24.33 acres are wooded. 2.79 acres are proposed to be cleared. Common tree species observed in this area are Red Maple, Loblolly Pine, Mulberry, and Sweetgum. Common herbaceous species that exist in this area are Poison ivy, English Ivy, Greenbriar, and several upland weed species. Vegetative species are thoroughly identified in the Forest Stand Delineation performed at the Subject Property in June of 2022 (EXHIBIT 8-1). The remainder of the forested areas outside of the development envelope and the proposed critical area envelope will remain. Per NR 3-116 of Worcester County Code, the proposed site must “Maintain or increase” tree cover within the LDA envelope. The project proposes afforestation of 2.93 unforested acres to the north of the development envelope. 2.29 of those acres are proposed within the 300ft setback in accordance with § NR3:I-NR3:I-12(e)(3) and 1:1 mitigated afforestation as referenced in COMAR 27.01.02.04 can be implemented (EXHIBIT 7-5). No tree clearing is proposed within the 100-foot buffer or the 300-foot tidal waterway setback. This consideration maintains wildlife corridors, habitats, and maintains watershed water quality integrity.

SUBMERGED AQUATIC VEGETATION

No submerged aquatic vegetation was observed or known to occur in Bassett Creek in the area immediately surrounding the Subject Property. All information obtained on known SAV locations was obtained from the MERLIN environmental navigator website. No SAV impacts have occurred in the land area proposed in this application for growth allocation.

SHELLFISH

No shellfish, specifically mussels, were observed in the area of Bassett Creek immediately surrounding the Subject Property. It should be noted however that this area of Bassett Creek has been designated as Maryland Coastal Bay Mussel Habitat. All information on known shellfish waters was obtained from the MERLIN environmental navigator website. No shellfish impacts have occurred in the land area proposed in this application for growth allocation and none are anticipated as a result of the proposed project.

FINFISH

Small Rockfish were observed breaking the water surface along Bassett Creek the area of Bassett Creek immediately surrounding the parcel is known and mapped as Maryland Finfish Tidal Adult Habitat (EXHIBIT 2-5).

Watersheds with streams where anadromous and semi-anadromous fish spawn are particularly vulnerable to landscape disturbances that could result in physical, chemical, or biological degradation. This suggests that extra care be taken in clearing and grading in the vicinity of these streams. These watersheds may also contain important opportunities for conservation activities of both governmental and private sector organizations.

No discharges should occur that would affect any surface water.

All information on known finfish waters was obtained from publicly available geo data from the State of Maryland. No finfish impacts occurred in the land area proposed in this application for growth allocation.

AMPHIBIANS AND REPTILES

The subject Property has two areas that are identified as part of Maryland's Sensitive Species Project Review Areas: Group 3, ID # = 591 (204 acres) and Group 2, ID # = 1222 (237 acres). The proposed project occurs entirely within Group 2, ID # = 1222 (EXHIBIT 2-6). For the subject property, the Maryland Amphibian and Reptile Atlas (MARA) project was completed and has documented twenty-three (23) reptile and amphibian species that have been accepted or confirmed as occurring in or near the project site.

Those species are documented as the Eastern Mud Turtle, the Eastern Box Turtle, the Painted Turtle, the Northern Red-Bellied Cooter, the Eastern Snapping Turtle, the Common Five-lined Skink, the Northern Water Snake, the Red-bellied Watersnake, the Eastern Gartersnake, the Ring-necked Snake, the Eastern Wormsnake, the Northern Rough Greensnake, the Northern Black Racer, the Eastern Ratsnake, the Eastern Kingsnake, the Eastern Redbacked Salamander, the Fowler's Toad, the New Jersey Chorus Frog, the Spring Peeper, the Green Tree Frog, the Southern Leopard Frog, the Northern Green Frog, and the American Bull Frog (EXHIBIT 2-7).

The Atlas will further identify area goals identifying impacts of concern to species present. Development activities that would contribute to water chemical makeup, temperature, or clarity

can be addressed through environmental site design to the maximum extent practical (ESD to the MEP). All information on known Amphibians and Reptiles was obtained from the Maryland Amphibian and Reptile Atlas (MARA).

WATERFOWL AND SHOREBIRDS

There are no recognized waterfowl areas within the Subject Property. There are no recognized Coastal Bay Shorebird areas within the Subject Property. There were no waterfowl or shorebirds observed during the site visit.

Regardless of the presence of waterfowl, all proposed impacts will set back 300 feet from tidal shoreline (Bassett Creek) and 25 feet from non-tidal shoreline (Pond) and will still allow for waterfowl and coastal shorebirds to freely access the area. All information on known waterfowl and coastal shorebirds was obtained from the MERLIN environmental navigator website. No waterfowl or coastal shorebird impacts will occur as a result of the approval of this growth allocation.

WILDLIFE

Wildlife onsite is typical of the area which include deer, raccoon, rabbit, groundhog, and Forest Interior Dwelling (bird) Species (FIDS). Any impact that would occur to the wildlife would be reflective of any proposed structures and the construction associated with it; i.e., woodland habitat loss (tree clearing), increased noise, vehicles, and pets. The development of this project will follow the Site Design Guidelines for FIDS to minimize the FIDS impact of the proposed 2.79 acres of tree clearing. The preliminary design utilizes all possible existing clearings, preserves wildlife corridors, is largely limited to the perimeter of the forest, and roadways are designed at less than 30' in width. Additionally, the final proposed project will incorporate other measures such as limiting relevant development/tree-clearing to outside of the breeding season of April-August, maintaining a 300-foot setback from Bassett Creek, and landscaping with native vegetation. No colonial nesting birds were observed at the site.

All information on known wildlife was obtained from the MERLIN environmental navigator website. No wildlife impacts occurred in the land area proposed in this application for growth allocation.

RARE, THREATENED, AND ENDANGERED (RTE) SPECIES

A request has been made to the Maryland Department of Natural Resources for information of any threats to RTE species. No rare, threatened or endangered species are supported on the project site (EXHIBIT 4-3). No species of concern were observed during the site visits and available Worcester County and USFWS did not identify known species of concern (EXHIBIT 4-2). No RTE impacts will occur in the land area proposed in this application for growth allocation. However, special attention will be paid to the habitats of special concern in the area and agency input and coordination will be a central focus of this project's attempt to avoid, minimize, and mitigate impacts. To this end, the Property Owners and their representatives through Spencer Rowe, Inc. have coordinated with Deborah Hinkle at MDE to identify and avoid impacts to an endangered bog fern species located in the identified wetlands of special state concern on site.

STORMWATER MANAGEMENT

The growth allocation as requested by this application for the increase in the amount of LDA will result in an increase of 4.54 acres of impervious surfaces. Due to the increase in impervious surface proposed, stormwater management features are proposed in this project. Due to the high groundwater and the significant presence of A/D and B/D hydric soils, stormwater management will consist largely of wet swales. The ESDv required for the proposed site is 21,814 ft³. Per § NR3:I-NR3:I-06(c)(4)B, There is no 10% nutrient reduction required as the proposed growth allocation is not IDA. ESD to the MEP on this site has been met through A combination of proposed forest conservation and best management practices.

FOREST CONSERVATION AREAS

21.76 acres of existing forest containing wetlands and environmentally sensitive areas are proposed to be a Forest Conservation Area (FCA) (EXHIBIT 7-7). This FCA is adjacent to the proposed expansion and is included in the site LOD. The proposed FCAs are adjacent to existing forest conservation areas on Parcel 241 and Parcel 93 (EXHIBIT 5-3(a)(b)). The proposed 21.76 acres of forest conservation area generates 12,316 cf of ESDv credit.

WET SWALES

The remaining 9,498 ft³ of ESDv required is treated through wet swales (EXHIBIT 7-6). Wet Swale #1 (WS-1) is designed to utilize a 4-foot bed and 3:1 slopes. WS-1 provides a surface area of 13,700 ft² with 6" of ponding and 6" of freeboard. WS-1 generates 6,850 ft³ of ESDv credit.

Wet Swale #2 (WS-2) is designed to utilize a 4-foot bed and 3:1 slopes. WS-2 provides a surface area of 5,600 ft² with 6” of ponding and 6” of freeboard. This practice generates 2,800 ft³ of ESDv credit and fully satisfies the remaining stormwater management requirements for the proposed project. Verified with the Maryland ESD Spreadsheet and the Maryland Stormwater Design Manual, the stormwater will be treated and will not negatively impact the watershed water quality or cause excessive runoff (EXHIBIT 3-1).

AGENCY CORRESPONDENCE

MARYLAND DEPARTMENT OF PLANNING

The project has been submitted to MDP Clearinghouse for State-level intergovernmental review. The clearinghouse review has yielded comments which conclude the project Consistent with Qualifying Comments and Contingent Upon Certain Actions (Exhibit 3-1). A list of agencies which participated in this review are as follows:

1. Maryland Department of Planning
2. Department of Natural Resources
3. Maryland Historical Trust
4. Maryland Department of Agriculture
5. Department of Transportation

DEPARTMENT OF NATURAL RESOURCES

DNR was contacted directly in addition to the MDP clearinghouse review in order to consult early on this project with respect to the significant sensitive habitat areas on the property. Specifically, the number of reptiles and amphibians listed on the site are of special concern to DNR and the project should work with DNR to minimize and mitigate and potential impacts. This more in-depth and focused review by DNR has not yielded a full set of comments and recommendations at this time.

US FISH AND WILDLIFE SERVICE

US Fish and Wildlife Service was consulted via the USFWS environmental review process. The review yielded a preliminary result of 0 threatened, endangered, or candidate species on the species list for the proposed project site. Additionally, there are no refuge lands within the project area (EXHIBIT 4-2).

US ARMY CORPS OF ENGINEERS

The US Army Corps of Engineers was contacted to provide preliminary comments and recommendations regarding the proposed project due to the proximity of the project to tidal waterways. Emails from US Army Corps of Engineers confirmed that comments on the project would be issued if and when the project submits permit applications during the design phase.

SUMMARY AND EVALUATION OF POTENTIAL IMPACTS

Based on information obtained and reported above, the following potential impacts and recommendations are noted:

A. Existing tidal and non-tidal wetlands were field delineated by Spencer Rowe Inc. in 2022. This survey shows consistent boundaries for existing wetlands which have been avoided and preserved by the Property Owner through each proposed expansion of the campground. This most recent and extensive wetland delineation was used to develop the concept design for the campground and to minimize wetland impacts. The Property Owner proposes to avoid all wetland impacts. The proposed expansion does impact wetland buffers identified on the property and a non-tidal wetland buffer disturbance permit must be acquired for 5,229 ft² of buffer disturbance. The Property Owner will continue to work with AHJs to minimize environmental resource impacts during the expansion process.

B. Wildlife and Vegetation will be impacted as a result of this project. Mitigation of impacts must be implemented and coordinated with relevant regulatory agencies.

1. FIDS impact must be addressed and mitigated or avoided
2. Impacts to Sensitive Species Project Review Area Group 2, ID # = 1222 must be addressed, mitigated, and coordinated with DNR
4. A forest conservation plan should be developed for the proposed FCAs.

C. Grading and disturbance of soils must be controlled with silt fences. This will suffice in SEC practices due to the flat topography.

D. High groundwater and hydric soils limits the ability to use ESD practices. Wet swales will be the predominant stormwater management structure to address and treat runoff from new impervious areas in conjunction with proposed forest conservation areas.



Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: January 16, 2024
SUBJECT: Letter Seeking to Expedite Drainage Improvements Route 12

It has been requested that the County sends a letter seeking state assistance to expedite drainage improvements on Maryland Route 12.

January 16, 2024

Secretary Paul J. Wiedefeld
7201 Corporate Center Drive
Hanover, Maryland 21076

RE: Need for drainage improvements north of MD Rt. 12 Bridge in Snow Hill

Dear Secretary Wiedefeld,

On behalf of the Worcester County Commissioners and county residents, I am writing to seek your assistance to expedite drainage improvements on MD Rt. 12 north of the drawbridge in Snow Hill. As identified in our State Transportation Priorities in Worcester County for 2023, the road needs to be raised with drainage structures added to keep the road passable and clear during storm events.

MD Rt. 12 is a designated evacuation route. However, this quarter-mile section of the road floods even during moderate rain events, making it impassable when the route is needed most. After last week's rainstorm, floodwaters covered this section of roadway for several days in a row, making it impassable for all but large SUVs and pickup trucks. State and local "Turn Around Don't Drown" campaigns have been successful in impressing upon most citizens the need to seek alternate travel routes. However, for those residing in and around Snow Hill and Salisbury who depend on MD Rt. 12 to commute to and from work, the nearest alternate route is located in Newark. That increases the travel time each way from 16 miles (20 minutes) to 24 miles (32 minutes). Unfortunately, the SHA camera at MD Rt. 12 is extremely grainy and provides no information on the depth of standing water. Because there is no reliable information system available, often commuters are unaware that MD Rt. 12 is impassable until the floodwaters are inches from their bumpers, leaving them grappling with weather to backtrack to an alternative route or to take the unwise risk of forging ahead into unknown depths, where smaller trucks and cars often become disabled.

Our gravest concerns surround the impacts roadway flooding may have on public safety. Time is of the essence when emergencies arise. Lives could be jeopardized if detours impede the public from evacuating in a crisis or if emergency personnel are delayed from providing critically needed assistance or accessing area hospitals during emergencies. Anything you can do to help expedite improvements north of the MD Rt. 12 drawbridge in Snow Hill would be truly appreciated.

Sincerely,

Anthony W. Bertino, Jr.
President

cc: Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles Otto
SHA District 1 Engineer Mark Crampton