

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>

March 5, 2024

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, request to hire Correctional Officers, and certain other personnel matters, discussion of negotiating strategy for a contract, 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 February 20, 2024	
10:02 - Commendation (1) and Proclamations (2)	1
10:05 - Consent Agenda (BOE Nonrecurring FY25, Out of State Travel Request, SHA Surplus Property, Greys Creek Extension, Request to Bid Newark Effluent Spray, Request to Bid St. Martins by the Bay Water Project Design, Postage Machine and Inserter Lease, Closed Landfill Groundwater and Gas Monitoring)	2-9
10:06 - Chief Administrative Officer: Administrative Matters (FY25 Budget Requests from the Towns, Elections Board Room Request, 2024 CTP Letter, 2021 Building Codes Adoption, HB1221, Board Appointments)	10-15
10:30 - Public Hearing Bill 24-01 Multi-family Units in C-2	16
10:35 - Public Hearing Bill 24-02 County Ethics Law	17
12:00 PM - Questions from the Press; County Commissioner's Remarks	
Lunch	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

February 20, 2024

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

Following a motion by Commissioner Elder, seconded by Commissioner Abbott, with Commissioner Bunting temporarily absent, 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, Human Resources Director Stacey Norton and Deputy Director Pat Walls, Finance Officer Phil Thompson, and Deputy Finance Officer Jessica Wilson. Topics discussed and actions taken included the following: a personnel update, transferring Office Assistant V Janet Stephenson from the Jail to Tourism and Economic Development, hiring Kristi Sanderson as an accounts payable specialist, Connie Watson as a tax sale specialist, and Quinn Dittrich as the enterprise fund controller within the Treasurer’s Office, along with certain other personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Abbott, the commissioners unanimously voted to adjourn their closed session at 9:54 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Mary Boyd of First Corinthians Holiness Church 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 February 6, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Plant Operator III Charles “Ridge” Harman who is retiring following 28 years of service to the Water and Wastewater Division.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-9 as follows: bid specifications for the purchase and installation

of an incinerator for Animal Control; purchasing a new circulation desk for the Ocean Pines Branch Library for \$28,186.37 from Liberty Systems; a Memorandum of Understanding between the County and the Maryland Judiciary Administration Office for a Courthouse Security Grant of \$110,715.52; out-of-state travel for one staff member to attend the annual Tyler Technology Conference in Indiana from May 19-22, 2024; updating the 1998 Ocean City, Maryland and vicinity Water Resources Study; renewing the Transient Non-Community Water Systems Delegation Agreement; contracting with RealAuction.com for online tax sale services; a letter accepting the Hazardous Mitigation Plan Renewal Grant match of up to \$4,000.

Pursuant to the request of Sheriff Matt Crisafulli and upon a motion by Commissioner Abbott, the commissioners unanimously approved adding one additional captain's position and converting one of two part-time deputy sheriff positions to full-time.

Pursuant to the request of Procurement Officer Nick Rice and Warden Tim Mulligan and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to update and renew the County's contract with Securus to include grievance devices accessible to the inmate population.

Pursuant to the request of Mr. Rice and Public Works Director Dallas Baker and upon a motion by Commissioner Purnell, the commissioners unanimously accepted the proposal from EA Engineering, Science, and Technology of \$126,550 to design the Central Landfill active gas collection system. Mr. Baker explained that the Maryland Department of the Environment has implemented new regulations requiring landfills to conduct surface emission monitoring to determine how much methane is being generated by these types of facilities. He advised that funds are available within Solid Waste for this expense.

The commissioners met with Emergency Services Deputy Director James Hamilton to discuss entering into a contract with L3Harris to design and procure a refresh of IT hardware components for the P25 Radio System. Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to table discussions until March 5, 2024 on this proposal and a second proposal from L3Harris (amendment number nine) for \$924,082.13 to change the antenna patters at the Central Landfill and a new transmitter site in Snow Hill to provide them with the additional time needed to gain more information about these services.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the Agreement of Sale for the purchase of a Rural Legacy Area (RLA) easement between Robert D. Rose and Freddie Ray Fair, Jr. (Sellers) and the County Commissioners of Worcester County, Maryland (Buyer), with FY22 Coastal Bays RLA funds to cover the cost of an easement on approximately 58.68 acres of land located north of Bill Millpond Road and west of Steelpond Road in Stockton and identified on Tax Map 93 as Parcel 49. This property is to be purchased at a cost of \$173,000 or \$2,948 per acre.

The commissioners reviewed and discussed several bills being considered by the Maryland General Assembly that could impact Worcester County.

Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to send a letter opposing HB785/SB738 Freedom to Read Act, which as written would hold harmless those attempting to circumvent federal laws restricting the transfer of obscene materials to minors. This legislation would also strip boards of education, governing bodies, parents and community members from having reasonable input into the materials that minors may access in certain libraries, specifically public-school libraries.

Upon a motion by Commissioner Bunting, the commissioners unanimously agreed to oppose SB565 – Expansion of Commercial Gaming – Internet Gaming Referendum, which would threaten existing brick-and-mortar institutions, fuel gambling addictions, and result in lost revenues to jurisdictions in Worcester County. Chief Administrative Officer Weston Young noted that in states that have approved online gaming foot traffic to brick and mortar casinos has dropped. He stressed that local impact grant funds from the Casino at Ocean Downs help pay for public safety improvements and other projects that benefit the community, such as the new Worcester Technical High School

Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to send a letter of support for HB899/SB691 Higher Education – Firefighters and EMS Recruitment and Retention – Scholarship and Loan Repayment Assistance, which would expand the Charles W. Riley Firefighter and Ambulance and Rescue Squad Member Scholarship Fund to allow for grants that would cover up to 100% of tuition costs at a two-year institution or 50% of tuition costs at a four-year institution for those pursuing fire and emergency medical service (EMS) careers. The commissioners noted that this would be a valuable tool in assisting fire and ambulance companies attract, train, and retain fire and EMS personnel.

Upon a motion by Commissioner Abbott, the commissioners unanimously agreed to send a letter opposing SB784 – Comprehensive Community Safety Funding Act, which if passed would apply an 11% excise tax on firearms dealers to be derived from the sale of firearms, firearms accessories, and ammunition in Maryland. Commissioner Abbott stressed that passage of this bill would be detrimental to residents and businesses in Worcester County to include Benelli USA, a world-renown maker of firearms that employs 100 area residents in Pocomoke City. She stated that the economic hardships this loss would place on the Pocomoke City community would be lasting if Benelli either closes its doors or relocates to another state.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to reappoint Michael Patchett to the Board of Electrical Examiners.

The commissioners recessed until 11:00 a.m.

The commissioners and Board of Education (BOE) members conducted a virtual meeting with State Accountability and Implementation Board (AIB) Chairman Ike Leggett, Vice Chairman Dr. Britt Kirwan , and Executive Director Rachel Hise who gave a brief overview and then outlined local responsibilities for implementing Maryland’s Blueprint for Education (Blueprint) in Worcester County Public Schools (WCPS)¹. Mr. Leggett advised that the

¹ To view the AIB meeting, visit <https://worcestercountymd.new.swagit.com/videos/297753> and click the video index link, “AIB joining the Commissioners’ meeting virtually to discuss Blueprint implementation.”

Blueprint was not conceived to be an easy transition, it was designed to improve the performance of Maryland schools, which rank fortieth in the nation in literacy at the third grade level and forty-third in math at the fourth grade level, which are just not sustainable. Dr. Kirwan concurred, stating that it is necessary for Maryland schools to perform at the level of the best performing schools in the world to properly prepare young people for good career opportunities and to assure the State has a strong economy. He stated that the Blueprint is a once in a generation opportunity to address the education issues in Maryland and put kids and the State on a very positive path to a bright future. However, this change will require the BOE and county to do things differently and will require a massive change that demands a tremendous amount of partnership and collaboration, which will require both openness and BOE funding transparency for everyone to get to where they need to be. AIB members stressed that BOE funding transparency and collaboration between the BOE and county government is essential to chart a path forward according to the AIB members.

Mr. Leggett stated that the Blueprint is not easy, and it was not conceived to be an easy transition, but rather it is necessary to improve the quality of education in Maryland. Dr. Kirwan, who led the state effort to develop the Blueprint, concurred with Mr. Leggett's assessment of the Blueprint's challenge, stating that with Kirwan the State would have to do things differently than have been done it in the past and would require massive change. He reiterated that implementation would require a tremendous amount of cooperation, collaboration, and partnerships in ways that, perhaps, have not been undertaken in the past.

Commissioner Bertino stated that the commissioners are committed to working together with the BOE to make the hard decisions necessary to ensure that our students, teachers, and community are best served by the objectives of the Blueprint.

Ms. Hise outlined the five pillars of the Blueprint and how they are to be funded. It was noted that the commissioners allocated \$100 million in Maintenance of Effort (MOE) funding for education. The per pupil MOE funding will not decrease in FY25, though the new local share for the Blueprint is only \$73 million. Under the Blueprint, local jurisdictions must fund the local share or MOE, whichever amount is greater. In response to questions by Commissioner Bertino, Ms. Hise advised that the local share amount of \$73 million was derived by the State as the funding needed to implement the five pillars of the Blueprint in FY25, which includes funding for teachers' salaries, but does not include services or programs outside the Blueprint, like band or athletic activities. In response to further questions by Commissioner Bertino regarding how the County would know from a financial standpoint if the BOE is meeting the Blueprint mandates, Mr. Leggett expressed surprise that the County does not have that transparency currently. He stressed that transparency is imperative in this process, as public education is funded with taxpayer dollars. With regard to questions by Commissioner Bertino regarding zero-based budgeting, Mr. Leggett stated that the process would start from ground zero, not with the prior year's budget, to determine the most important priorities and allocate adequate funding at the local level. He stressed that there would not be enough funding for everything on the list.

BOE member Dr. Andes, who formerly served as the superintendent of schools, expressed alarm that the new Blueprint continues to base State funding for education on the old wealth formula, meaning WCPS will only receive state aid of \$1.4 million, the equivalent of \$200 per pupil, to implement the Blueprint. He stated that rural school systems have a different

set of needs than urban schools, and the BOE believes in community-based schools. For example, enrollment at Snow Hill and Pocomoke High Schools is much lower than at Stephen Decatur High School. He stressed the need for the AIB to advocate for the County, noting that to implement the Blueprint locally the County would need state funding of more than \$200 per pupil. BOE President Todd Ferrante stated that one size funding across the counties does not fit all. In response to questions by Mr. Ferrante, Ms. Hise reviewed funding calculations, which are based on how much resources are needed to meet requirements on a per-student basis in addition to the wealth formula determining the State and local shares for education funding.

Dr. Kirwan stated that, though Blueprint standards were implemented in schools in FY23, certain aspects of the program are still in flux. Most notably, he advised that AIB officials are still developing accountability measures to identify how taxpayer dollars allocated to education are being spent and how successfully jurisdictions are meeting the pillars of the Blueprint. AIB members advised that a Technical Assistance Grant is available to the County through the AIB for a strategic facilitator to assist them in identifying priorities, allocating funding for programs and initiatives, and making the hard decisions to develop a transparent budget. Mr. Leggett reiterated that difficult discussions and hard decisions will be required by school systems and county governments to ensure the success of Blueprint implementation, noting that school systems need to rethink how they prioritize and allocate funds. County and BOE officials agreed to apply for the Technical Assistance Grant. Mr. Leggett then cautioned that funding and the Blueprint will not do everything people want it to do at the local level.

Chief Administrative Officer Weston Young pointed out that the County has some of the highest test scores in the State. He asked how implementing Kirwan will compare with what the BOE is doing now. Mr. Leggett stated that the Blueprint is a comprehensive plan built to fill in educational gaps, and this plan will require funding, cultural, education, employment, and many other changes to be wrapped up into one comprehensive plan. He stated this plan will require adjustments. He stated that there are many who will want to continue to do things as they have done in the past, but they cannot if the State is to change the current performance numbers. He then reviewed changes made by Mississippi, which transformed its education system and went from being the lowest performing education system in the country to the middle of the pack ahead of Maryland. He stated there are going to be disagreements, but the AIB is going to be as transparent as possible. He concluded that if a county is doing so well that they don't need this plan, and the AIB will follow some of the things they are doing; however, he has not seen any indication that is occurring. In regard to further questions from Mr. Young regarding Blueprint funding, which does not include categories for activities like band and sports, Ms. Hise advised that the Blueprint is not all things, but provides for a well-rounded curriculum for art and music experiences that are part of curriculum requirements in Maryland. Because many counties are not providing the funding needed for certain curriculum requirements, those school systems will be receiving more local funding to address those disparities. Mr. Leggett advised that the Blueprint is not designed to fund everything at the local level, that Kirwan implementation will not be business as usual. He stressed that the County and BOE are not going to be able to fund all of the things people have traditionally wanted to fund. He concluded that hard decisions will have to be made either by a reallocation of funds, doing less, or finding some other resources.

Following much discussion, County and BOE officials thanked the AIB members for meeting with them and for their guidance.

DRAFT

The commissioners answered questions from the press, after which they adjourned to meet again on March 5, 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

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

COMMENDATION

WHEREAS, Susan Todd has contributed 29 years of dedicated service to the Worcester County Library where she began her career on November 21, 1995; and

WHEREAS, Ms. Todd’s expertise and experience as the youth services specialist have been instrumental in supporting the mission of the Library. She developed and implemented children’s and youth programs, secured materials for children’s and teen collections and programs, assisted library patrons, and prepared marketing and other relevant display materials.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of March, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

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PROCLAMATION

WHEREAS, during Women’s History Month, we recognize that women of every race, class, and ethnic background contribute to Worcester County and the nation in countless recorded and unrecorded ways, and accounted for a significant majority of the volunteer labor force; and

WHEREAS, women continue to play critical economic, cultural, and social roles in every sphere of life – constituting a significant portion of the labor force, establishing early charitable, philanthropic, and cultural institutions, securing their own rights of suffrage and equal opportunity, serving in the nation’s military and as leaders in the forefronts of every major social change movement – to create a more fair and just society for all.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim March 2024 as **Women’s History Month** and honor the countless women helping to shape our nation.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of March, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

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Worcester County

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DIANA PURNELL

PROCLAMATION

WHEREAS, this March we celebrate Professional Social Work Month, recognizing the 2024 theme, "Empowering Social Workers," which focuses on assuring that social workers are equipped with the support they need to empower individuals and families to overcome hurdles to reach their full potential; and

WHEREAS, social workers, the largest group of mental healthcare providers in the United States, touch the lives of millions of Americans each day in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers, and in federal, state, and local government.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim March 2024 as **Professional Social Work Month** and recognize that social workers enhance human well-being and help meet the basic needs of all people, especially the most vulnerable among us.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of March, in the Year of Our Lord Two Thousand and Twenty-Four.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell



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

Board Members

- TODD A. FERRANTE
President
- WILLIAM E. BUCHANAN
Vice-President
- KATIE A. ADDIS
- JON M. ANDES, Ed.D.
- WILLIAM L. GORDY
- ELENA J. MCCOMAS
- DONALD C. SMACK, SR.

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

February 13, 2024

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

Dear Mr. Young:

The Board of Education’s proposed FY25 Operating Budget scheduled to be adopted on February 20, 2024, does not include any items identified as non-recurring.

Please contact me with any questions regarding this information.

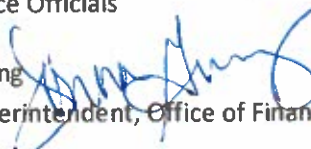
Sincerely,

Louis H. Taylor
Superintendent of Schools



Carey M. Wright, Ed.D.
Interim State Superintendent of Schools

TO: Local Superintendents of Schools
County Administrators
School Finance Officials

FROM: Donna Gunning 
Assistant Superintendent, Office of Finance

DATE: January 29, 2024

SUBJECT: Requests for Nonrecurring Cost Exclusions

Local Governments are required to provide funding to local education agencies that meets or exceeds the prior year's highest local appropriation, on a current year per-pupil basis. In some cases, local governments may want to make additional, one-time investments in the local education agency. Sections 5-235(e) and 5-235(f) of the Blueprint for Maryland's Future provide for the exclusion of qualifying non-recurring costs from the highest local appropriation to the school operating budget.

Local Governments identify non-recurring cost items, confer with local education agencies, and submit the signed non-recurring cost exclusion request to MSDE. The fiscal Year 2025 requests are due to MSDE on or before March 31, 2024. MSDE will review requests based on the requirements of COMAR 13A.02.05.03 and provide decisions to local governments and local education agencies by May 1, 2024.

For Fiscal Year 2025, the form (in excel) is attached and provides drop-down menus to select the allowable categories and associated object/type of non-recurring cost exclusion. A description is required for each cost item and should clearly indicate why the cost qualifies as non-recurring. Lack of detail can impact the final decision as well as the timing of the response. The county government and the school board should confer about each item.

The local government completes and signs the form, and provides it to the local education agency, which completes and signs the form, and returns it to the local government. The local government submits the completed, signed request to MSDE. Each entity should retain a copy of the signed form.

An electronic version of the form will be provided via e-mail. Please contact Donna Gunning at donna.gunning@maryland.gov or 410-767-0757, or Joanne Killian at joanne.killian@maryland.gov or 410-767-4044 with any questions or concerns.

DG: jk

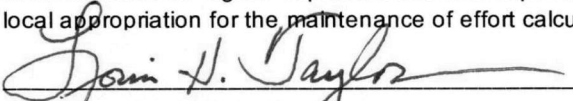
Attachment

Qualifying Non-recurring Cost Category (Use Drop Down Menu)	Object/Type (Use Drop Down Menu)	MSDE Category and Object*	Amount	Detailed Justification for Request including description of item, location, if applicable, and rationale for identifying item as a non-recurring cost.	Agree	Disagree
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*Please refer to the Financial Reporting Manual for Maryland Public Schools for this information.

Certification of Mutual Agreement

The undersigned representative(s) from the local board of education and county/city government have mutually agreed that the items identified as Other One Time Costs and items checked as "agree" represent one-time expenditures and are therefore, jointly requesting that these costs be approved as nonrecurring costs to be excluded from the local appropriation for the maintenance of effort calculation for Fiscal Year 2025.


Superintendent of Schools

President or Chairperson of the County/City Council or County Commissioners



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: Candace Savage/Weston Young
FROM: Brian Jones
DATE: February 23, 2024
RE: Out of State Travel Request

Out of State Travel Request

<u>Information Technology</u> Department	<u>1</u> # of Attendees	<u>100.1011.7000.040</u> GL Account Code
<u>Indianapolis, Indiana</u> Destination	<u>5/18/2024</u> Depart	<u>5/23/2024</u> Return

Purpose of Travel:

The training and conference for Tyler Connect is located in Indiana. This will be training dedicated to support Tyler products such as New World and Munis are used for departments such as HR and the Treasurer’s Office. The conference will provide an excellent opportunity to network with other county jurisdictions and members of Tyler’s Tech Team.

Estimated Costs:	Airfare	<u>\$394</u>
	Lodging	<u>\$850</u>
	Meals	<u>\$250</u>
	Registration Fees	<u>\$1,200</u>
	Car Rental	<u></u>
	Other	<u></u>
	Transportation	<u>\$130</u>
	Other	<u>100</u>
	Total	<u>\$2,924</u>



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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TEL: 410.632.1200 / FAX: 410.632.3008

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: February 21, 2024
RE: MDOT – Surplus Property

I received the attached letter from Ms. Mashel Wakil, Real Property and Clearance Program Coordinator, for the Maryland Department of Transportation (MDOT), indicating their intent to dispose of a certain surplus property. Before disposing of the property, MDOT must notify the local jurisdiction and give them an opportunity to request additional information or express an interest in acquiring the property. Based upon my review, I have the following comments to provide:

MC# 23-2830 – former Oliver J. Smith, Jr. property

The subject property consists of an unimproved 1.009-acre parcel of land on the easterly side of US Route 113, approximately 0.18 miles south of Shingle Landing Road in Showell. The property is shown on Worcester County Tax Map 15 as Parcel 268. The current zoning is R-1 Rural Residential District and RP Resource Protection District (following the southerly tree line). According to the notes provided in the Salient Fact Sheet, MDOT has determined that this parcel is legally landlocked, so they propose to offer conveyance to the adjoining property owner. The available land is congruently farmed with the surrounding property.

Upon my review of the subject property, I do not see any real use that the County may have for it, and therefore recommend that we send a letter of no interest. Should the County Commissioners concur, I will be happy to notify MDOT.

As always, I will be available to discuss this matter at an upcoming meeting.

February 20, 2024

SENT BY ELECTRONIC MAIL

Ms. Jennifer Keener
Director, Development Review
Worcester County Government Center, Room 1201
One West Market Street
Snow Hill MD 21863

Dear Ms. Keener:

The Maryland Department of Transportation SHA proposes the sale of MC #23-2830 identified as the former J. Oliver Smith Jr. property, Item No. 89837 and further described in the attached Salient Fact Sheet with Property Plat, Tax and Location Maps.

In accordance with Maryland Department of Transportation Policy and Procedures, before proceeding with any other sales activity, we will allow you a period of **60 days** to review the attached information, request additional information and to notify us of your interest, in writing, concerning the property as offered. This review period shall expire on **Friday April 19, 2024** without further notice. Please be aware that in most cases an interest in the property would require the purchase of the property based on an appraised value or, in a few cases, a cost plus interest basis. Additionally, we are not interested in a conveyance on any exchange basis.

Should you have an interest in acquiring the subject property, please contact this office, in writing, on or before the expiration of the review period. Any other extension for your consideration of this property must be requested, in writing, within the review period and shall be subject to specific written approval from this office.

If you have no interest in the property, please notify the following individual at your earliest convenience. In either case, we request you provide all responses to:

Ms. Jane Heming
Manager, Property Asset Management Division
Office of Real Estate
Maryland Department of Transportation State Highway Administration
707 N. Calvert St- M202
Baltimore, MD 21202
Phone: 410-545-0035
Email: jheming@mdot.maryland.gov

Ms. Jennifer Keener
Page Two

If you require any assistance or need additional information, please do not hesitate to contact me at 410-865-1234 or via email at mwakil@mdot.maryland.gov.

Sincerely,

Mashel Wakil

Mashel Wakil
Team Leader, Real Estate Services
Office of Real Estate and Economic Development

Attachments

- Salient Fact Sheet
- Plat No. 55925
- Location and Tax Maps
- Aerial

cc: Ms. Tara Gantt, Real Property Specialist, Property Asset Management Division,
MDOT State Highway Administration
Mr. Matthew Laick, Deputy Director, Worcester County Government

Salient Fact Sheet

Conveyance of Real Property
 Maryland Department of Transportation State Highway Administration
 Office of Real Estate

Date of Preparation: February 9, 2024

Refer to MC #: 23-2830

Property Name: J. Oliver Smith Jr.

Property Item/Reference No.: 89837

Internal Clearance: March 26, 2023

Modal Plat No.: 55925

Plat Date: May 22, 2002

Location: Located on the East side of Worcester Hwy (US-113), Southwest of Shingle Landing Rd, adjacent to Peyton Acres in Showell, Worcester Co.

SDAT Property Tax Information:

County:	Worcester	Tax Map #:	0015	Parcel:	0268
Grid:	0009	Block:		Account #	148629

Type of Transaction: Disposition

Acreage: Containing a total of 43,967 square feet or 1.009 acres of land, plus or minus

Improved: No

Description of Improvements: N/A

Consideration: TBD

Federal Approval: N/A

Additional Notes/Info: SHA acquired the subject property in 2002 for the dualization of US 113. This parcel is not suitable for independent usage due to being landlocked. SHA proposes to convey 'extra land 2' to the adjoining owner at a price to be determined.

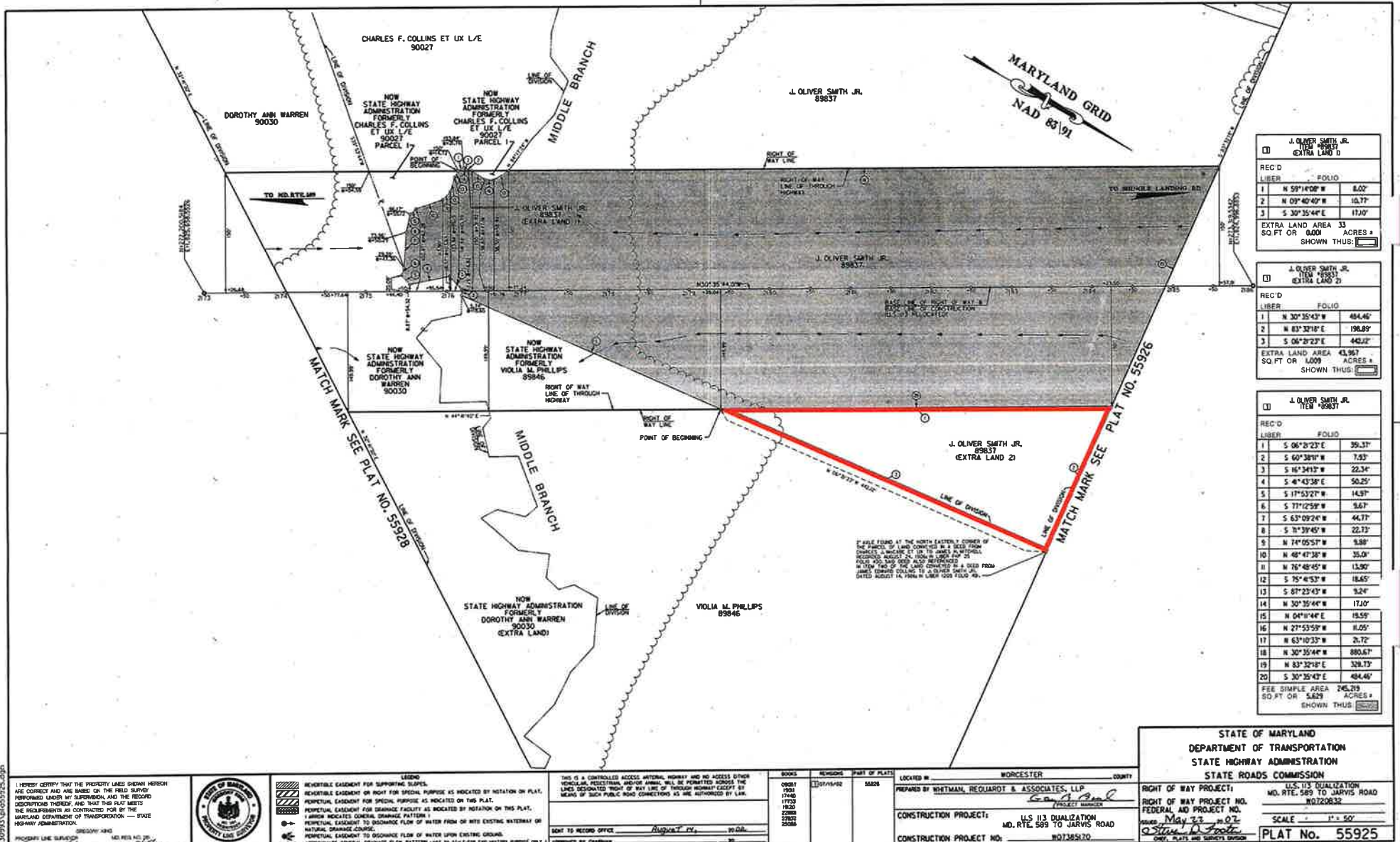
The following information is provided subject to Appraisal and is in no way warranted:

Assumed Zoning: Residential
Utilities Available: No utilities available
Estimated Market Value: TBD

Prepared by:

Tara Gantt
 Real Property Specialist
 Maryland Department of Transportation State Highway Administration
 707 N. Calvert St
 Baltimore, MD 21202

Phone: 410-545-0323
 Fax: 410-209-5023
 email: tgantt@mdot.maryland.gov



J. OLIVER SMITH JR.
TIDB 19937
EXTRA LAND D

REC'D	LIBER	FOLIO	ACRES
1	N 59°14'00" W	8.02'	
2	N 09°40'40" W	10.77'	
3	S 30°35'44" E	17.02'	

EXTRA LAND AREA 33
SQ FT OR 0.00 ACRES
SHOWN THUS: 33

J. OLIVER SMITH JR.
TIDB 19937
EXTRA LAND D1

REC'D	LIBER	FOLIO	ACRES
1	N 30°35'43" W	484.46'	
2	N 83°32'18" E	328.73'	
3	S 06°28'23" E	442.87'	

EXTRA LAND AREA 43.967
SQ FT OR 1.009 ACRES
SHOWN THUS: 43.967

J. OLIVER SMITH JR.
TIDB 19937

REC'D	LIBER	FOLIO	ACRES
1	S 06°28'23" E	39.31'	
2	S 60°38'11" W	7.53'	
3	S 16°34'13" W	22.34'	
4	S 4°43'38" E	50.25'	
5	S 17°52'27" W	14.97'	
6	S 77°12'59" W	9.67'	
7	S 63°09'24" W	44.77'	
8	S 78°39'45" W	22.73'	
9	N 74°05'57" W	9.88'	
10	N 48°47'38" W	35.0'	
11	N 76°48'45" W	13.50'	
12	S 75°46'53" W	18.65'	
13	S 87°23'43" W	9.24'	
14	N 30°35'44" W	17.02'	
15	N 04°11'44" E	19.55'	
16	N 27°53'59" W	11.05'	
17	N 63°10'33" W	2.72'	
18	N 30°35'44" W	880.67'	
19	N 83°32'18" E	328.73'	
20	S 30°35'43" E	484.46'	

FEE SIMPLE AREA 246.219
SQ FT OR 5.629 ACRES
SHOWN THUS: 246.219

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: MD. RTE. 509 TO JARVIS ROAD
PROJECT NUMBER: MDT20832

FEDERAL AID PROJECT NO. I-13
SCALE: 1" = 50'

DATE: May 13, 2012
DRAWN BY: [Signature]

PLAT No. 55925

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND THE RECORD DESCRIPTIONS THEREON AND THAT THIS PLAT MEETS THE REQUIREMENTS AS CONTAINED FOR BY THE MARYLAND DEPARTMENT OF TRANSPORTATION - STATE HIGHWAY ADMINISTRATION.

PREPARED BY: GREGORY KING
NO. 1928 NO. 28
[Signature]

COMPILED BY: [Signature]
DRAWN BY: [Signature]



LEGEND

- REVERTIBLE EASEMENT FOR SUPPORTING SURF.
- REVERTIBLE EASEMENT OR RIGHT FOR SPECIAL PURPOSE AS INDICATED ON THIS PLAT.
- PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED ON THIS PLAT.
- PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT.
- LINEAR INDICATES GENERAL DRAINAGE PATTERN.
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM DITCH EXISTING WATERWAY OR NATURAL DRAINAGE COURSE.
- PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND.
- APPROXIMATE GENERAL DRAINAGE PATTERN (NOT TO SCALE FOR EXPLANATION PURPOSE ONLY).

THIS IS A CONTROLLED ACCESS INTERNAL HIGHWAY AND NO ACCESS OTHER THAN VEHICLES, PEDESTRIANS, AND/OR ANIMALS WILL BE PERMITTED ACROSS THE LINES DESIGNATED TROUGH OF WAY LINE OF THROUGH HIGHWAY EXCEPT BY MEANS OF SUCH PUBLIC ROAD CONNECTIONS AS ARE AUTHORIZED BY LAW.

SENT TO RECORD OFFICE: August 14, 2012
APPROVED BY COMMISSIONER: [Signature]

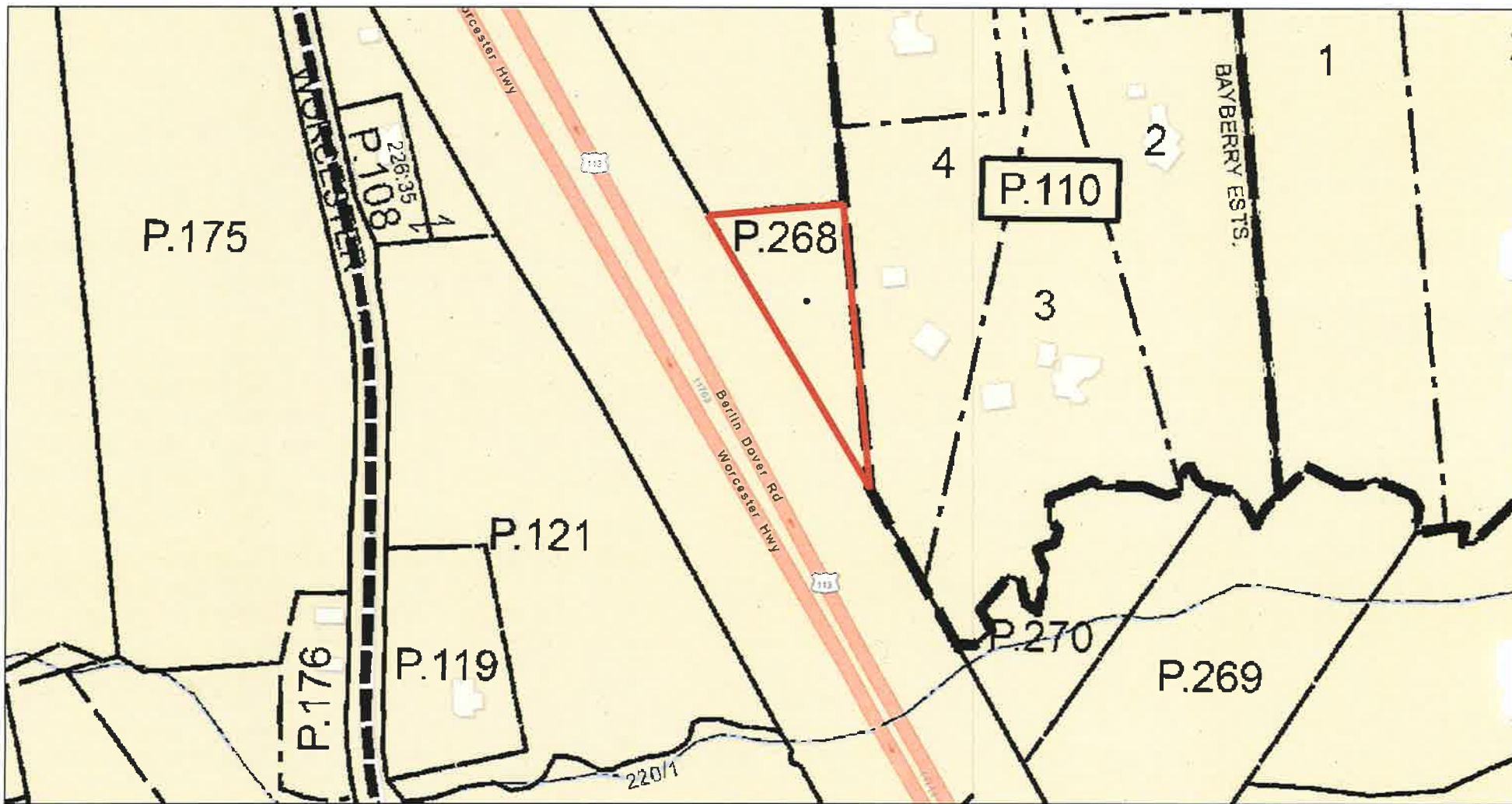
BOOK	REVISION	PART OF PLAT	LOCKED BY	WORCESTER COUNTY
09021				
1901				
1940				
1733				
1920				
2388				
2387				
2068				

PREPARED BY: WHITMAN, REQUARDT & ASSOCIATES, LLP
PROJECT NUMBER: [Signature]

CONSTRUCTION PROJECT: I-13 DUALIZATION
MD. RTE. 509 TO JARVIS ROAD

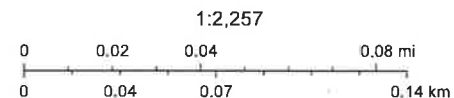
CONSTRUCTION PROJECT NO.: MDT20832

89837 - Tax Map - J. Oliver Smith Jr



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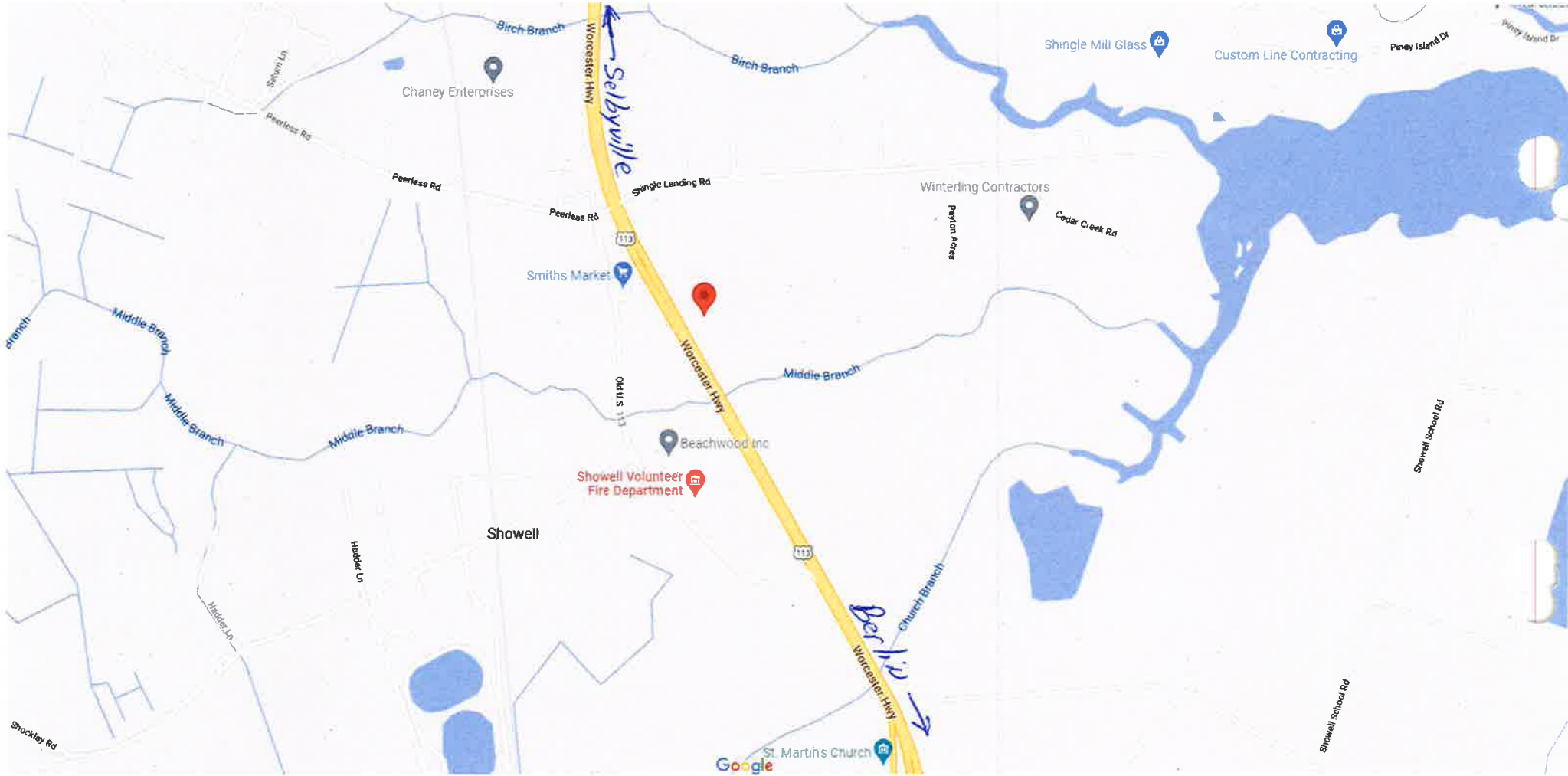
World Street Map
County Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, MD IMAP, MDP

Maryland Department of Planning
Esri, HERE, Garmin, NGA, USGS, NPS | MD IMAP, USDA | MD IMAP, DoIT | MD IMAP, MDE | MD IMAP, MDP | MD IMAP, MDP, U.S. Census | MD IMAP, MDP, SDAT | MD IMAP, MDP, MDA | MD IMAP, DNR | MD IMAP, SHA, DoIT, MDP | MD IMAP, MHT, MDP | Maryland Department of Transportation (MDOT)





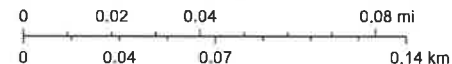
89837 - Exhibit - J. Oliver Smith Jr



5/24/2022, 11:59:17 AM

-  Parcel Boundaries
-  World Street Map
-  County Boundary

1:2,257



MD iMAP, MDP, SDAT, Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, MD iMAP, DoIT



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

A handwritten signature in black ink, appearing to be "RJM", written over the name Robert J. Mitchell.

Subject: Coastal Bays Watershed Restoration Funding
No-cost Extension to Term Agreement
Greys Creek Nature Park Living Shoreline Restoration

Date: 2/26/23

With respect to the proposed work under the Grey Creek Shoreline Restoration project, our construction contacts at Maryland DNR have either retired or moved on to other positions. After the initial project survey and plan preparation we have not been provided with contact staff for the remaining tasks which DNR was to complete. We were just recently provided with the replacement staffer, so we have been in contact with him regarding this project. This restoration project is proposed to restore approximately 300 feet of tidal shoreline, 9,000 square feet of tidal wetlands, and plant 15,000 square feet of riparian buffers.

As such, we need to revise the work schedule. Attached is a no-cost extension that provides an allowance for the remaining work. We would respectfully request the Commissioners authorize President Bertino's signature so we can finish this project with the new MD-DNR staff.

If you have any questions or need additional information, please let me know, I will be available to discuss this matter.

Attachment

**CONTRACT NUMBER: U00P3601270
AMENDMENT #1
TO THE TERMS OF THE MEMORANDUM OF AGREEMENT
BETWEEN THE
MARYLAND DEPARTMENT OF THE ENVIRONMENT
AND
WORCESTER COUNTY, MARYLAND**

RE: Worcester County Assawoman Greys Creek Living Shoreline Project
FFY-2020 GRTS#11

PURPOSE: To provide a no-cost extension to the term of the Memorandum of Agreement U00P3601270 ("Agreement") by and between the Maryland Department of the Environment (hereinafter "Department") and Worcester County, Maryland (hereinafter "Grantee").

WHEREAS: The original term of the Agreement was May 1, 2023 to March 30, 2024 and the Grantee has requested additional time to complete the work specified in the scope of work, and the Department has agreed to this request.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Department and the Grantee agree as follows:

1. The term of the Agreement is extended from March 30, 2024 to March 31, 2025 with no additional cost to the Department.
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect, except that:
 - (a) The Grantee shall submit a quarterly report within 15 days after the end of each calendar quarter during the additional term of the Agreement in accordance with Attachment B of the Agreement, and
 - (b) The due date for the final report and final invoice as specified in Attachment B of the Agreement shall be March 31, 2025.
3. This Amendment shall be effective on the date that it is signed by the Department.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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: March 5, 2024
RE: Request to Bid – Newark Effluent Spray Irrigation Site Maintenance

Attached for your review and approval are bid documents to contract for general services, planting, cutting, raking, baling, and hauling of vegetation at the Newark Effluent Spray Irrigation Site in the Newark Service Area. 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 is available in the Newark Sanitary Service Area's Wastewater Treatment Plant Maintenance Account # 550.6500.030.

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:	Newark Effluent Spray Irrigation Site Maintenance
DEPARTMENT:	_____

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

F. **OPENING OF BIDS**

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

G. **ACCEPTANCE OR REJECTION OF BIDS**

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

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

H. QUALIFICATIONS

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

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

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

K. PIGGYBACKING

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

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

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. BID BOND

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

P. PERFORMANCE AND PAYMENT BONDS

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

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

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

Q. GUARANTEE

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to provide general services, planting, cutting, raking, baling, and hauling of vegetation at the Newark Effluent Spray Irrigation Site in the Newark Service Area in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

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

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two (2) additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County in writing no later than sixty (60) calendar days prior to the end of the Contract Period regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. The Successful Vendor shall provide all labor, equipment, and materials necessary to have vegetation at the Newark Spray Irrigation Site (“Site”) planted, cut, raked, baled, and hauled to the Central Site Lane Landfill located at 7091 Central Site Lane, Newark, MD 21841.
2. The Site property is shown as a total 42.9-acre field, with 19.8 acres of treated wastewater effluent spray site, applied by a pivot irrigation system and is surrounded by buffer area of approximately 20 acres.
3. The buffer area is considered an area that can be used for regular crop rotation and does not receive treated effluent wastewater, nor is it irrigated. It is a Maryland Department of the Environment (MDE) Wastewater Discharge Permit requirement for the County that all planted vegetation that is harvested from the effluent spray portion of the field is to be removed from the site and cannot be stored on-site.
4. The Successful Vendor shall be responsible for acquiring and following their own Maryland Department of Agriculture (MDA) approved nutrient management plan for any vegetation planted in the buffer area if required by MDA regulations.
5. The Successful Vendor may keep any proceeds from the sale of the vegetation harvested from the buffer area but is also responsible for costs associated with planting, maintaining, and harvesting vegetation from the buffer area.
6. The Successful Vendor shall be responsible for complying with MDE and MDA requirements as set for in the Newark Wastewater Discharge Permit (attached).
7. Spraying of effluent wastewater is the primary activity on the field and shall be given priority over all other considerations. The County reserves the right to end services at any time. At the request of the Successful Vendor, we can provide contact information for the certified nutrient management planner the County has used in the past.
8. For use in developing proposals:
 - a. The County cannot spray treated effluent wastewater on the site between December 15th – March 1st.

- b. The maximum height of the vegetation in the effluent spray area is 30 inches.
- c. The Successful Vendor must complete harvesting of the vegetation within three (3) weeks of being notified by the County.
- d. There are no day/hour limitations for planting and harvesting as long as the County has been notified 72 hours in advance of activities beginning. Hauling days/times to the landfill are limited to Monday – Friday, 7:30am – 4pm, excluding Worcester County Government Holidays.
- e. Plantings in the effluent spray area must be a pasture mix of grasses. The Successful Vendor shall inform the County of the specific mixed used so it can be included in our nutrient management plan report.
- f. The buffer area may be planted with any vegetation except trees, invasive species, or any other vegetation that would interfere with County operations at the site.
- g. The Successful Vendor shall notify the County of what they intend to plant in the buffer. Any vegetation in the buffer may be harvested and sold for profit by the Successful Vendor.

E. GENERAL REQUIREMENTS

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

F. ATTACHMENTS

- 1. Newark Wastewater Discharge Permit
- 2. Nutrient Management Plan for Newark spray site

G. PRE-BID CONFERENCE

- 1. A pre-bid meeting will be held on _____ at the Newark Spray Irrigation Site, located at 8677 Newark Rd, Newark, MD

H. 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.

I. QUESTIONS

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

J. AWARD

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

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “NEWARK EFFLUENT SPRAY IRRIGATION SITE MAINTENANCE” 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	UNIT OF MEASURE	EXTENDED PRICE
1	General Site Planting – Effluent Wastewater Spray Area	Lump Sum	
2	Cutting, raking, harvesting	Per Harvest	
3	Hay Bailing: <ul style="list-style-type: none"> • 4’ X 5’ round bales • 3’ X 4’ X 8’ rectangle bales • 4’ X 4’ X 8’ rectangle bales 	Each	
4	Hauling (County Landfill, 7091 Central Site Lane Newark, MD 21841)	Per Harvest	

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.



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

NOV 20 2018

CERTIFIED MAIL

John S. Ross, Deputy Director
Worcester County Dept. of Public Works
1000 Shore Lane
Berlin, MD 21811

RE: State Discharge Permit No. 18-DP-3851
Newark Wastewater Treatment Plant

Dear Mr. Ross:

Enclosed is the above referenced discharge permit with the effective date indicated on the cover page. The permittee is responsible for complying with all permit conditions. Therefore, you are advised to read the permit carefully and to become thoroughly familiar with the requirements.

The Maryland Department of the Environment requires NetDMR for filing your required Discharge Monitoring Report (DMR) forms. NetDMR is a freely available Web based tool that allows NPDES permittees to electronically sign and submit their DMRs to EPA via a secure internet connection. NetDMR is designed to improve data quality, reduce reporting liabilities, save paper, and provide cost savings. It allows participants to discontinue mailing in hard copy forms under 40 CFR 122.41 and 403.12. For more information go to the EPA website (www.epa.gov/netdmr) or call the MDE Water Management Administration, Compliance Program, at [410-537-3510](tel:410-537-3510) and ask to speak to a NetDMR coordinator.

As indicated in Condition II.C.2 of your permit, before you can submit official DMRs using NetDMR you must attend a training Webinar and successfully set-up and submit test monitoring results electronically. While paper DMR reporting is being phased out, those who are unable to use the NetDMR system may continue to submit paper copies after applying for a waiver (see Condition II.C.2.b). Enclosed are (EPA No. 3320-1) Discharge Monitoring Report (DMR) forms, which, unless you are already using NetDMR, must be completed for each reporting period and submitted to the Department in accordance with the requirements of the permit. Copies of these forms can also be downloaded from the Department's website (<http://cm.gy/MD-DMRForm>) Using the latest version of Adobe Acrobat Reader, the DMR form can be completed from a keyboard and printed for mailing to the Department.

You will also find enclosed a copy of the Code of Federal Regulations, 40 CFR Part 136,

“Guidelines Establishing Test Procedures for the Analysis of Pollutants.” Unless otherwise specified, these guidelines are to be used for the analyses required by this permit. The most current version of 40 CFR Part 136 can be found online at EPA’s website. The link is: www.epa.gov/epahome/cfr40.htm.

Please note that the permit authorizes wastewater discharge to groundwaters of the State; discharges to surface waters are prohibited. Please direct all future correspondence regarding permit compliance to the following address:

Compliance Program
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard, Suite 420
Baltimore, MD 21230-1708

If you have any questions, please do not hesitate to call Ching-Tzone Tien, Deputy Program Manager, Wastewater Permits Program at (410) 537-3662.

Sincerely,



D. Lee Currey, Director
Water and Science Administration

Enclosures

cc: Eastern Inspection Division Chief
Bob Mitchell



GROUND WATER DISCHARGE PERMIT

Permit Number: 18-DP-3851
Effective Date: January 1, 2019
Expiration Date: December 31, 2024

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland and regulations promulgated thereunder, the Department of the Environment, hereinafter referred to as "the Department", hereby authorizes

County Commissioners of Worcester County, Maryland
1 West Market Street, Room 103
Snow Hill, Maryland 21863

hereinafter referred to as "Permittee", to discharge treated wastewater by spray irrigation as described herein from:

Newark Wastewater Treatment Plant
8025 Worcester Highway
Newark, Maryland 21841

to ground water of the State in accordance with the following special and general conditions, including the attached maps made a part hereof

I. Special Conditions

A. Waste and Wastewater Limitations

1. The Permittee is authorized to discharge secondary treated wastewater via spray irrigation to groundwaters of the State. The Permittee is not authorized to discharge any treated or untreated industrial wastewaters to waters of the State.
- 2.. Prior to discharge to the the spray irrigation site, all wastewaters shall be treated to produce an effluent which does not exceed the following maximum limitations.

Parameter Code (STORET)	Parameter Description	Effluent Limitations		Concentration	Monitoring Frequency	Sample Type
		Loading				
		Yearly Average ⁽²⁾	Monthly Average			
00310	BOD ₅	N/A	N/A	70 mg/l	Weekly	Grab ⁽³⁾
00530	Suspended Solids	N/A	N/A	90 mg/l	Weekly	Grab ⁽³⁾
74055	Fecal Coliform ⁽⁴⁾	N/A	N/A	200 MPN/100 ml	Weekly	Grab ⁽³⁾
00400	pH	N/A	N/A	6.5 – 9.5 ⁽⁵⁾	Daily	Grab ⁽³⁾
50050	Flow	57,000 GPD	(1)		Continuous	Recorded
00600	Total Nitrogen	N/A	N/A	(1)	Weekly	

- (1) Monitoring and reporting are required without limits.
- (2) The yearly average flow is to provide operational flexibility to accommodate the water demand variation of vegetation.
- (3) Grab samples shall be obtained from the effluent line just prior to spray irrigation.
- (4) The fecal coliform shall be determined as a geometric mean of the monthly data.
- (5) pH 6.5 is a minimum limit and pH 9.5 is a maximum limit at all times.

3. Groundwater samples taken from six (6) groundwater monitoring wells per requirements of Section I.D..shall be monitored by the permittee according to the following limitations:

a. The discharge of the wastewater authorized in this permit shall not cause groundwater quality to exceed the limitations listed below, as measured in the designated down gradient monitoring wells (MW3, MW4, MW5 and MW6 shown on Map B). The Table below includes limitations based on the drinking water standards for NO₃ , NO₂ , Total Dissolved Solids, Chloride, and Fecal Coliform.

Parameter Code (STORE T)	Parameter Description	Concentration	Monitoring Frequency	Sample Type
		Yearly Average		
00400	pH	(1)	Once every 3 months	Grab
00600	Total Nitrogen (TKN+NO ₂ +NO ₃)	10 mg/l	Once every 3 months	Grab
00615	NO ₂ Nitrite Nitrogen	1 mg/l	Once every 3 months	Grab
00620	NO ₃ Nitrate Nitrogen	10 mg/l	Once every 3 months	Grab
00625	TKN	(1)	Once every 3 months	Grab
00650	PO ₄ Total Phosphate	(1)	Once every 3 months	Grab
00940	Chloride	250 mg/l	Once every 3 months	Grab
70295	Total Dissolved Solids	500 mg/l	Once every 3 months	Grab
74055	Fecal Coliform	Non-Detect	Once every 3 months	Grab

(1) Monitoring required without limitation.

(2) For any reported exceedance at the downgradient well, if the average groundwater quality in either background upgradient well (MW1 and MW2) or background downgradient wells (MW3, MW4, MW5 and MW6) exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case by a case basis.

(3) The groundwater quality limitations are not applicable to the upgradient wells MW1 and MW2 as shown on Map B.

b. For other parameters not included in (a) above, the discharge of the treated wastewater, which is authorized in this permit, shall not cause an exceedance of the groundwater quality standards adopted by the Department of the Environment in COMAR 26.04.01, and 26.08.02.09.C. For any exceedance, if the average groundwater quality in the background upgradient wells exceeds the groundwater discharge standards, the Department may evaluate whether a violation exists on a case by a case basis.

B. Effluent and Groundwater Monitoring

1. Measurements and Reporting Requirements

a. Discharge Monitoring Reports*

Discharge monitoring results obtained each month shall be summarized on a Discharge Monitoring Report form (EPA No. 3320-1). Reports shall be submitted to the Department postmarked no later than the 28th day of the month following the reporting month. One signed copy of these reports shall be submitted to:

Attention: Discharge Monitoring Reports
WSA – Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE-425
Baltimore, MD.21230-1708

b. Monthly Operating Reports*

The permittee shall submit monthly operating reports on a form supplied or approved by the Inspection and Compliance Program. Reports shall be submitted to the Inspection and Compliance Program postmarked no later than 28th day of the month following the reporting month.

c. Groundwater Monitoring Reports (GMRs)*

Groundwater monitoring data required by this permit under I.A.3 shall be summarized on a Discharge Monitoring report form supplied by the Compliance Program. The yearly report shall be submitted on or before the 28th day of the month following the end of each calendar year to the address shown on I.B.1a.above. The permittee shall report any violations of the groundwater quality standards in accordance with General Condition II.A.3.

* The Permittee shall submit the reports electronically via NetDMR.

2. Definitions

- a. The monthly average shall be determined by the summation of all the required measurements divided by the number of days during the month when the measurements were made. The yearly average shall be determined by the yearly accumulated flow divided by 365 days. The fecal coliform shall be determined as a geometric mean of the monthly data.
- b. The weekly average shall be determined by the summation of all the required measurements divided by the number of days during the week when the measurements were made.
- c. A grab sample is an individual sample collected in less than 15 minutes. Grab samples for pH must be analyzed within 15 minutes of sample collection.

The analytical methods used shall conform to test procedures for the analysis of pollutants as identified in "Guideline Establishing Test Procedures for the Analysis of Pollutants" 40 CFR Part 136, as amended.

4. Monitoring Equipment Maintenance

The Permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation to insure accuracy of measurements.

5. Data Recording Requirements

For each measurement or sample taken pursuant to the requirements of this permit, the Permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;
- c. The person(s) who performed the analyses;
- d. The analytical techniques or methods used; and
- e. The results of all required analyses.

6. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed, calibration and maintenance of instrumentation and original recordings from continuous monitoring instrumentation shall be retained for a minimum of three years. This period may be extended during the course of litigation, or when so requested by the Department.

C. Land Application Requirements and Limitations

1. The Permittee shall apply the treated wastewaters by spray irrigation onto the 22 acres initial and reserve areas outlined on the attached Maps B and C. The reserve area (Zone 3a) is for future use in the event application rates need to be adjusted.
2. At no time shall spray irrigation be conducted on areas with bare unvegetated soils.
3. Irrigation of treated wastewater shall not take place during periods of precipitation, high winds, freezing conditions, or saturated soil. The Permittee shall provide a storage facility designed to hold treated wastewater during periods when irrigation cannot take place. The storage facility shall be capable of containing wastewater generated during no less than 60 days of the winter flow. The storage facility shall be sealed or constructed to prevent the direct seepage of stored waters into groundwaters beneath the site. The permittee shall ensure it has sufficient effluent storage capacity to allow the discharge to be consistent with the Department of Agriculture regulations at COMAR 15.20.07.02, Supplement No. 7 (May 2012) which was amended on 12/13 /2016 to prohibit Winter Application from December 16 through February 28 of the following year.

4. The Permittee shall provide adequate means to prevent spray droplets from entering adjacent properties either by direct application or wind carry-over. These means shall include a buffer zone that is:
 - a. At least 200 feet from the wetted perimeter of the spray irrigation site to property lines in open area or 100 feet in area with tree buffer; and
 - b. At least 500 feet from the wetted perimeter of the spray irrigation site to houses or other occupied structures in open area or 250 feet in area with tree buffer.
5. Daily logs of each disposal area relative to the application of treated effluent shall be kept by the plant operator. Subjects to be included in the log are:
 - a. area(s) or section(s) under irrigation;
 - b. application rates (hourly and weekly);
 - c. effect of irrigation on vegetation;
 - d. instances of ponding or runoff; and
 - e. weather conditions.

The log shall be kept at the waste treatment facility and be available for inspection by the Department personnel upon request.

6. The Permittee shall develop a "Manual of Operation and Maintenance". The manual shall clearly state how the entire treatment facility shall be managed to insure satisfactory treatment and operation. The manual shall include:
 - a. operating and maintenance procedures involving the sewage treatment facility and spray application equipment;
 - b. testing procedures to determine acceptable maximum application rates and cycles;
 - c. monitoring and sampling procedures as required in this permit; and
 - d. personnel requirements.

The manual shall be submitted to the Department for approval within three months from the effective date of this permit.

7. Installations of the storage ponds shall be in compliance with all applicable State and county guidelines.
8. The weekly hydraulic loading rate shall be limited to two inches per week (annual average). Excessive irrigation resulting in surface runoff and ponding is prohibited.
9. Within 6 months of the effective date of this permit, the Permittee shall submit a nutrient management plan (NMP) to the Department. The NMP shall be prepared by a nutrient management consultant licensed by the State of Maryland in accordance with COMAR 15.20.07 and 15.20.08. and describe how nitrogen will be removed via vegetative uptake in minimizing the nitrogen leaching to the groundwater system. Operation of the spray irrigation system shall conform with NMP.

D. Monitoring Requirements of the Land Application System

1. The wastewater treatment plant and the spray irrigation system shall be operated by a Maryland State Certified Operator in accordance with the provisions of COMAR 26.06.01 and consistent with the approved operation and maintenance manual. In order to ensure that the Operator is proficient in the operation of the spray irrigation system, the operator shall take required training courses at a frequency approved by the MD Board of Waterworks and Waste Systems Operator. This training shall be specific to the operation of the wastewater system in addition to any other training requirements of the operator's class.
2. The Permittee is responsible for the installation, operation and maintenance of six (6) ground water monitoring wells. These wells are to be used for obtaining grab or pumped samples of the ground water. Locations of the monitoring wells are shown on attached map B .
 - a. The monitoring wells shall be installed according to the following specifications:
 - (1) Installation of the wells shall be by a licensed Maryland Well Driller in accordance with the following:
 - i. Schedule 40 P.V.C. or better quality well casing, 4-inch diameter shall be used.
 - ii. Commercial well screen or neatly slotted well casing, approved by the Department shall be used in conjunction with a gravel pack.
 - iii. The screen, or slotted casing, shall extend from the seasonally high water table downward approximately 15 feet.
 - iv. The wells shall be grouted from near the top of the screen to ground surface.
 - v. The wells shall be equipped with locking watertight removal caps.
 - (2) The well driller selected to install the observation wells shall obtain all necessary State and local well drilling permits.
 - b. So that the background quality of the ground water may be determined, the monitoring wells shall be installed in the irrigation areas at least twelve (12) months prior to the start-up of the spray irrigation system.
 - (1) The Permittee shall take and analyze one sample each month from each of the monitoring wells during the twelve month period before start-up of the spray irrigation system.
 - (2) Water samples may be obtained by either pumping or bailing the monitoring wells. Prior to taking the sample, a volume of water equal to 300% of the wetted volume of the casing and screen shall be removed.

- (3) The water sample shall be analyzed for the parameters shown in Section I.A.3.a.
- c. The Permittee shall take and analyze one water sample every three months from each monitoring well after the start-up of the spray irrigation system. Samples shall be taken as outlined in I.D.2 b.(2), and analyzed for the same parameters listed in I.A.3 a..

II. GENERAL CONDITIONS

A. Management Requirements

1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant in toxic amounts, as determined by the Department during the effective period of this permit, is prohibited. Any anticipated facility expansion, production increases, or process modifications which will result in new, different, or increased discharge of pollutants shall be reported by the Permittee by submission of a new application at least one year prior to the commencement of the changed discharge or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Department. Following such notice, the permit may be modified by the Department to specify and limit any pollutants not previously limited.

2. Operational Restrictions

The operation of a waste treatment or disposal facility shall at no time create: (1) a direct discharge to surface waters of the State; (2) any standing or ponded water condition on adjacent properties; or (3) a persistent standing or ponded water condition on the Permittee's property, excluding actual storage lagoons.

3. Noncompliance Notification

- a. If, for any reason, the Permittee does not comply with or will be unable to comply with the special and general conditions of this permit, the Permittee shall, within 24 hours, notify the Department by telephone at (410) 537-3510 during work hours and at (866) 633-4686 during evenings, weekends and holidays and provide the Department with the following information in writing within five days of such notification:
- i. a description of the noncompliance, including its impact upon the receiving ground or surface waters;
 - ii. cause of noncompliance;
 - iii. anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance;
 - iv. steps taken by the Permittee to reduce and eliminate the noncompliance discharge;
 - v. steps to be taken by the Permittee to prevent recurrence of the condition of noncompliance; and
 - vi. a description of the accelerated or additional monitoring by the Permittee to determine the nature and impact of the noncompliance.

II. GENERAL CONDITIONS

3. Noncompliance Notification continued.....

b. In the case of any discharge subject to any toxic pollutant effluent standard under Section 307 (a) of the Clean Water Act of 1987, the Department shall be notified within 24 hours of the time the Permittee becomes aware of the noncomplying discharge. Notification shall include information as described in paragraph 3.a. above. If such notification is made orally, a written submission must follow within five days of the time the Permittee becomes aware of the noncomplying discharge.

4. Facility Operation and Quality Control

All waste collection, control, treatment, monitoring, and disposal facilities shall be maintained in good working order and operated at all times as efficiently as possible and in a manner which will minimize upsets and discharges of excessive pollutants.

5. Adverse Impact

The Permittee shall take all reasonable steps to minimize any adverse impact to the ground water quality resulting from noncompliance with any limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

6. Removed Substances

The Permittee shall comply with all existing State and federal laws and regulations that apply to sewage sludge monitoring requirements and utilization practices, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. The Permittee is responsible for ensuring that its sewage sludge is utilized in accordance with a valid sewage sludge utilization permit issued by the Department.

II. GENERAL CONDITIONS

A. Management Requirements continued.....

7. Bypassing

Any bypass of treatment facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited unless:

- a. the bypass is unavoidable to prevent loss of life, personal injury or substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources; and
- b. there are no feasible alternatives; and
- c. the Department is notified within 24 hours (if orally notified, then followed by a written submission within five days of the Permittee's becoming aware of the bypass). Where the need for a bypass is known (or should have been known) in advance, this notification shall be submitted to the Department for approval at least ten days before the date of bypass; and
- d. the bypass is allowed under conditions determined by the Department to be necessary to minimize adverse effect; and
- e. there is an existing flow of any such diversion or bypass, then a schedule for the elimination of such shall be included in a schedule of compliance.

B. Responsibility

1. Right of Entry

The Permittee shall allow the Secretary of the Department, or authorized representatives, upon the presentation of credentials:

- a. to enter upon the Permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit;
- b. to have access to and to copy, at reasonable times, any records required to be kept under the terms and conditions of this permit;
- c. to inspect, at reasonable times, any monitoring equipment or monitoring method required in this permit;
- d. to sample at reasonable times any discharge of pollutants;
- e. to inspect, at reasonable times, any collection, treatment, pollution management or discharge facilities required under this permit; or
- f. to drill and install monitoring wells for the purpose of obtaining samples of the groundwater.

II. GENERAL CONDITIONS

B. Responsibility continued.....

2. Property Rights/Compliance with Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, State or local laws or regulations.

3. Availability of Reports

Except for data determined to be confidential under COMAR 26.08.04.01.F., all reports, plans, maps, or other specifications submitted for review shall be available for public inspection at the Department.

4. Transfer of Ownership or Control

This permit is not transferable to any person except after notice to the Department. The Department may require modification or revocation and re-issuance of the permit to change the name of the Permittee and may incorporate other requirements as may be necessary. The written notice to the Department shall include at least the following information:

- a. the legal name, address and telephone number of the new owner or operator;
- b. a statement, signed by the new owner or operator, indicating that the new owner or operator has read, understands and accepts the terms and conditions of the existing permit; and
- c. the date that the new owner or operator took control or expects to take control of the facility. In the event that new ownership or control is expected in the future, the current Permittee and the anticipated new owner or operator both must sign the written notice to the Department.

5. Reapplication for a Permit

At least one year before the expiration date of this permit, unless permission for a later date has been granted by the Department, the Permittee shall submit an application for renewal of the permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and sufficient reapplication has been submitted and the Department is unable, through no fault of the Permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit are automatically continued and remain fully effective and enforceable.

6. Permit Modification

A permit may be modified by the Department upon the written request of the Permittee and after notice and opportunity for a public hearing in accordance with the reasons set forth in COMAR 26.08.04.10.

II. GENERAL CONDITIONS

B. Responsibility continued.....

7. Permit Modification, Suspension, or Revocation

A permit may be modified, suspended, or revoked by the Department in the event of a violation of the terms or conditions of the permit, or federal or State laws and regulations and in accordance with the procedures set forth in COMAR 26.08.04.10.

8. Civil and Criminal Liability

Environment Article, Sections 9-342 and 9-343 provide that any person who violates a permit condition implementing Environment Article, Section 9-322 *et seq.* is subject to a civil penalty in an amount not to exceed \$10,000 per day for such violation; and to criminal penalties of a \$25,000 fine or imprisonment not exceeding one year or both for a first offense, and a \$50,000 fine or imprisonment not exceeding two years or both for subsequent offenses.

9. Waterway Construction and Obstruction

This permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of the State including the 100-year flood plain.

10. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

11. Nuisance and Odor Restrictions

The facility shall be operated at all times to prevent offensive odors from escaping the facility boundaries and to prevent the facility from becoming a public nuisance. In the event that prolonged or excessive odors are noted outside of the property line, the Permittee shall take actions necessary to remedy the problem.

12. Action on Violations

The issuance or reissuance of this permit does not constitute a decision by the State not to proceed in any administrative, civil or criminal action for any violations of State law or regulations occurring prior to the issuance or reissuance of this permit, nor a waiver of the State's right to do so.

II. GENERAL CONDITIONS

C. MONITORING AND REPORTING

1. REPRESENTATIVE SAMPLING

Samples and measurements, if required herein, shall be taken at such times as to be representative of the quantity and quality of the discharges during the specified monitoring periods.

2. SUBMISSION OF REPORTING-MONITORING RESULTS VIA NETDMR

a. NetDMR

Monitoring results obtained during each month shall be reported using NetDMR. Results shall be submitted to the Department no later than the 28th day of the month following the end of the reporting month.

NetDMR is a freely available U.S. EPA tool allowing permittees to submit monitoring reports electronically via a secure Internet application. You must apply for access to NetDMR at www.epa.gov/netdmr and register for a NetDMR Webinar.

Before you can submit official DMRs using NetDMR you must attend a training Webinar and successfully set-up and submit test monitoring results electronically. You must complete all requirements to gain access to NetDMR within six (6) months of authorization under this permit, including applying for access within one (1) month of being registered.

Hard copies of monitoring results obtained before the permittee is granted access to NetDMR shall be submitted postmarked no later than the 28th of the month following the end of the reporting month. Signed copies of the results shall be submitted to the Department at the following address:

Attention: Discharge Monitoring Reports
Compliance Program
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard, STE-425
Baltimore, MD 21230-1708

NetDMR is designed to improve data quality, reduce reporting liabilities, save paper, and provide cost savings. It allows participants to discontinue mailing in hard copy forms. For more information call the MDE Water and Science Administration, Compliance Program, at [410-537-3510](tel:410-537-3510) and ask to speak to a NetDMR coordinator.

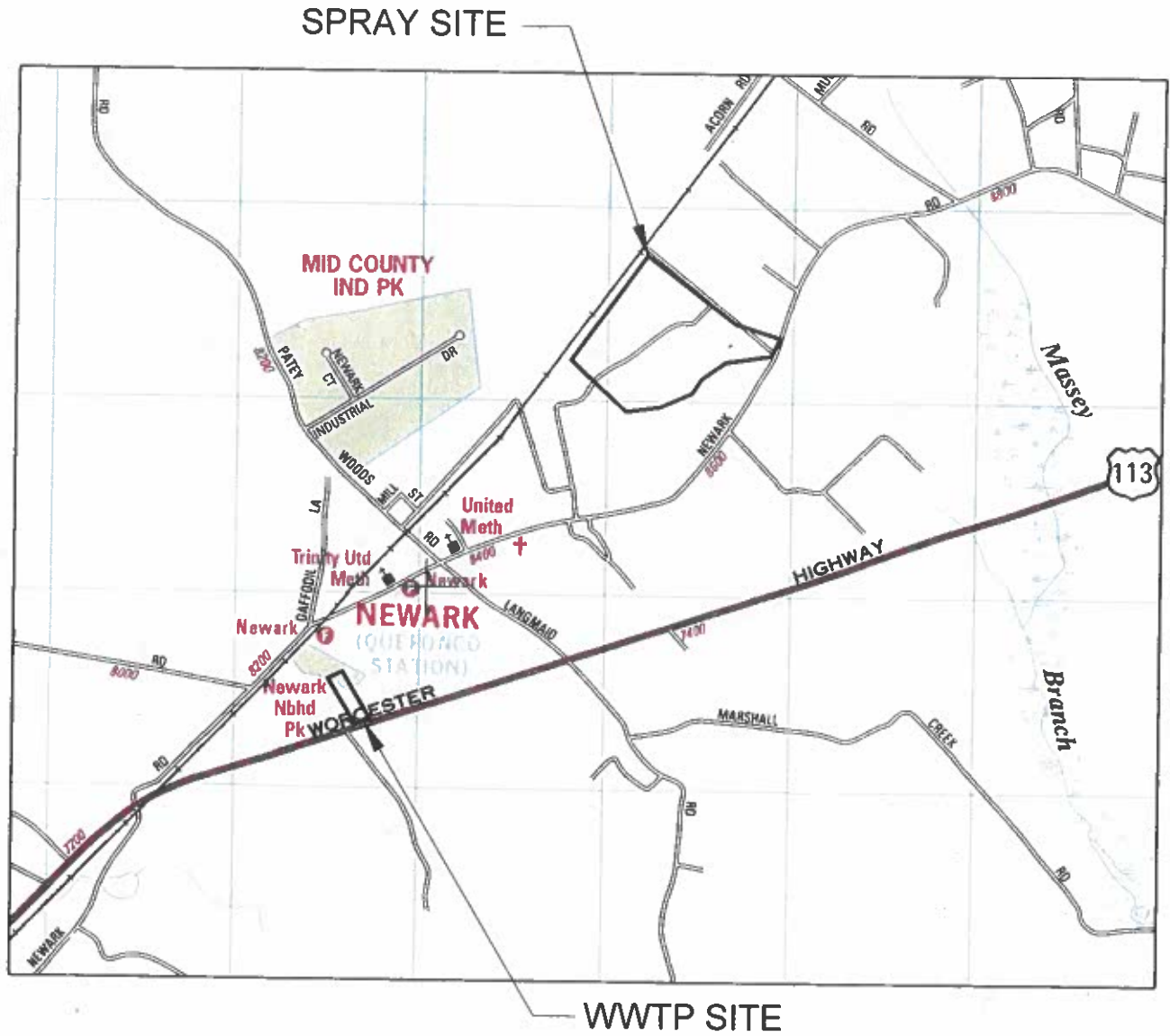
b. NetDMR Waiver Request

The permittee may be eligible for a temporary waiver by MDE from electronic reporting requirements if the permittee has no current internet access and is physically located in a geographic area (i.e., zip code) that is identified as under-served for broadband internet access in the most recent National Broadband Map from the Federal Communications Commission (FCC); or if the permittee can demonstrate that such electronic reporting of the monitoring data and reports would pose an unreasonable burden or expense to the permitted facility. Waiver requests must be submitted in writing to the Department for written approval at least 120 days prior to the date the permittee would be required under his permit to begin using NetDMR. This demonstration shall be valid for one (1) year from the date of the Department approval and shall thereupon expire. At such time, DMRs and reports shall be submitted electronically to the Department unless the permittee submits a renewed waiver request and such request is approved by the Department. All hardcopy DMRs shall be sent to the following address:

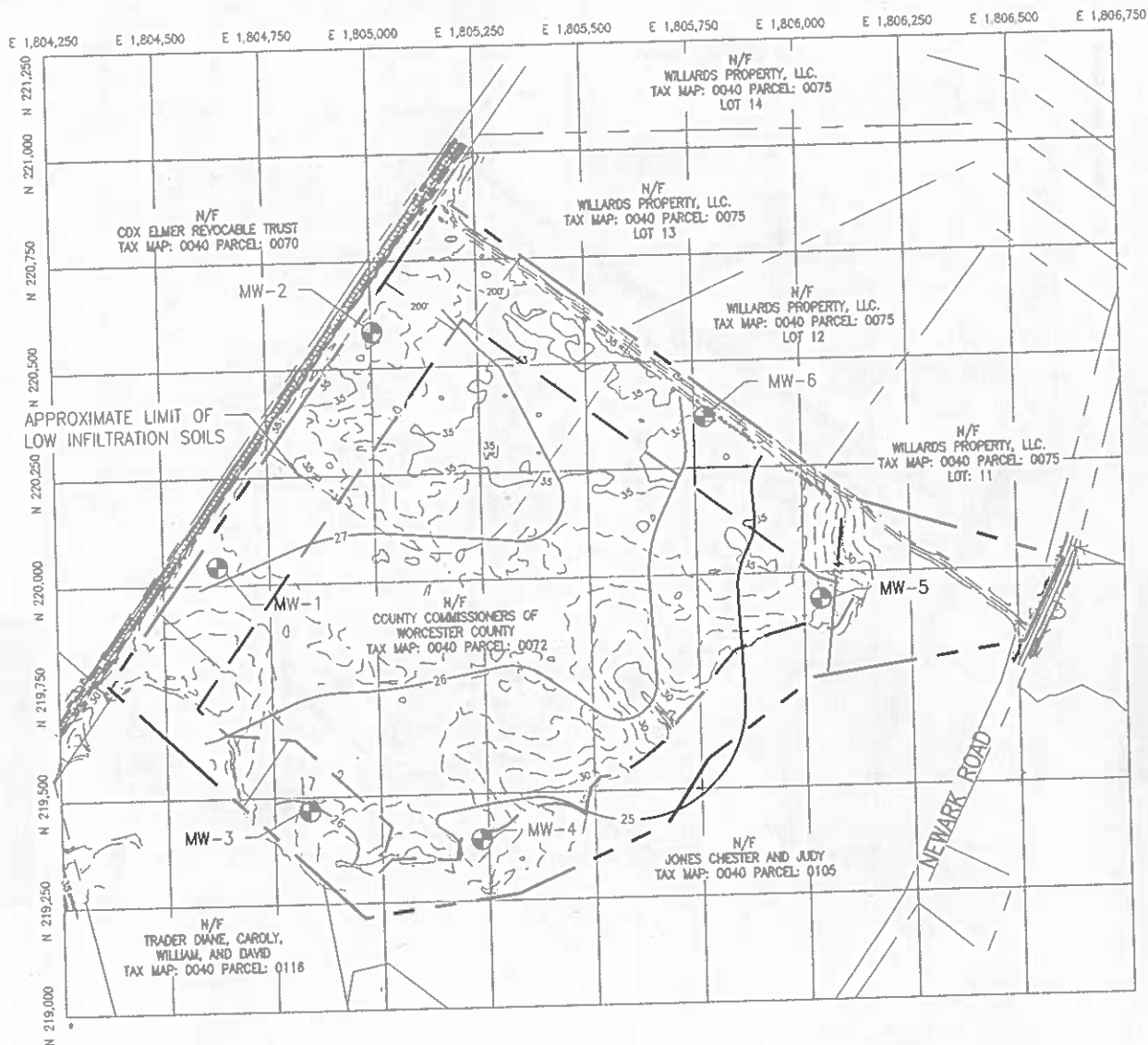
Attention: Discharge Monitoring Reports
Compliance Program
Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard, STE-425
Baltimore, MD 21230-1708



D. Lee Currey, Director
Water and Science Administration



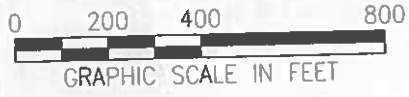
Map A. Site Map



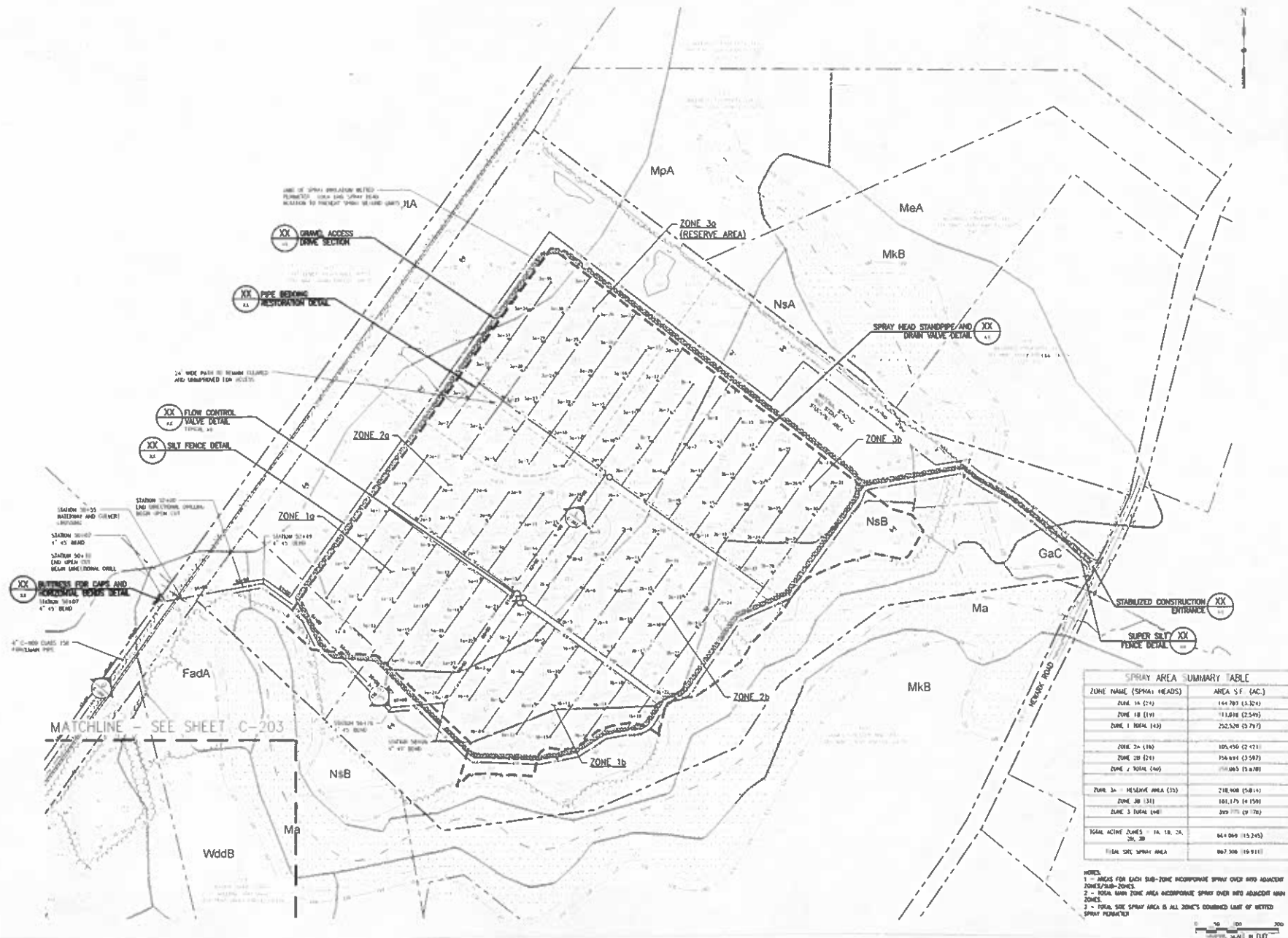
NOTE: SPRAYABLE AREA BOUNDARY CONSISTS OF A COMPOSITE OF WOODED AND OPEN FIELD BUFFERS. WHERE 100' OF WOODED BUFFER IS NOT PRESENT, THE WOODED BUFFER IS CALCULATED AT AN OPEN SPACE EQUIVALENCY RATE OF 2:1. (IE. 30' WOODED BUFFER = 60' OPEN SPACE BUFFER EQUIVALENCY. ADDITIONAL 140' FEET OF OPEN SPACE IS REQUIRED TO SATISFY THE 200' OPEN SPACE BUFFER REQUIREMENT.)

LEGEND

- MW-2 EXISTING MONITORING WELL
- 31 EXISTING INTERMEDIATE CONTOUR
- 30 EXISTING INDEX CONTOUR
- PROPERTY LINE
- EXISTING TREE LINE
- SPRAYABLE AREA BOUNDARY (22.22 ACRES)
- 26 GROUNDWATER CONTOURS



Map B. Locations of Monitoring Wells and Spray Irrigation Site



Map C. Locations of Sprinklers and Reserve Area (Zone 3a)

Permit No. 18-DP-3851
 Page No. 18

NUTRIENT MANAGEMENT PLAN
for
NEWARK WASTEWATER SPRAY FIELD
Dominic Ross
Wastewater Supervisor
Worcester County Water and Wastewater
1000 Shore Lane
Berlin, MD 21811

BRIEF DESCRIPTION OF OPERATION: Worcester County Department of Public Works operates a municipal wastewater treatment plant for Newark, MD located on 4.2 acres on Newark Rd, Newark in Worcester Co., MD. Treated wastewater effluent is pumped underground and applied via an overhead pivot spray system on 19.8 acres of a 42.9-acre field located at 8677 Newark Rd. Newark, MD. Worcester County Department of Public Works, Water and Wastewater Division, will oversee the field management and crop production. This nutrient management plan is required by the Maryland Dept. of Environment to update municipal ground water discharge permit #18-DP-3851 for Newark, MD wastewater treatment plant.

DATE OF PLAN: August 31, 2023

DURATION OF PLAN: August 31, 2023--August 10, 2026 An updated nutrient management plan will be needed by August 11, 2026. The plan duration is limited by the soil analysis date as plan expiration date cannot exceed 3 years from soil analyses date.

SOIL SAMPLING AND TESTING: Soil samples were collected by Dominic Ross and analyzed at AgroLab on August 11, 2023.

WASTEWATER SAMPLING AND TESTING: Worcester County Public Works Department staff collected the effluent samples which were analyzed at Town of Ocean City Laboratory Services, 6405 Seabay Drive, Ocean City, MD 21842.

WASTEWATER MANAGEMENT: The Newark wastewater treatment plant consists of a 3.5-million-gallon capacity aerated treatment lagoon divided into two sections on 2.75 acres of land with an average depth of 4 feet. The first section receives the municipal wastewater which then goes to the second section where it is aerated. As the wastewater is being pumped out of the lagoon, it is injected with chlorine and then pumped underground approximately 1.5 miles to a 42.9-acre field on Newark Rd where it can be applied to a 19.8 acres spray field via an overhead pivot spray system.

Spray zones are delineated between the irrigation wheels of the pivot system. The first three zones are reserved for overflow use or for when event application rates need to be adjusted; the other 4 unreserved zones are for normal use.

From December 16th until March 1st each year, treated effluent cannot be applied to fields and thus is stored in the fill lagoon. On March 1st, underground pumping of effluent to the Newark spray field resumes. From March 1, 2021 through July 31, 2023, 19,254,459 gallons of effluent were pumped out of the lagoon for an average of 30,758 gallons per day. For this

nutrient management plan, the projected amount of effluent shown possibly being land applied is the total of 2,393,460 gallons pumped as of July 31st plus potentially 4,213,846 gallons estimated for August 1 through December 15, 2023 for an approximate total of 6,607,306 gallons or 18,102 gallons per day and 333,702 gallons per acre for 2023.

Fescue hay at a yield goal of 3 tons per acre requires 150 lbs. per acre of nitrogen. At the above application rate of treated effluent, a total of 27 lbs. per acre of nitrogen would be applied annually leaving a deficit of approximately 123 lbs. of nitrogen needed for best crop production. Vegetative uptake would prevent nitrogen leaching.

Since day-to-day nutrient amounts vary, 13 effluent sample test results from November and December 2022 as well as April, June and July 2023 were averaged, and those averages used to calculate nitrogen, phosphate, and potash application amounts for this plan. Worcester Co Water and Wastewater may need to report total pounds of each of these nutrients applied during the previous calendar year on an Annual Implementation Report to the Maryland Dept. of Agriculture.

The spray field is planted with pasture mix seed for hay production (55% Tall Fescue, 20% Orchard grass, 15% Ryegrass and 10% Clover). When cut, the hay will be taken to the landfill for erosion control on slopes and banks as well as hydroseeding use. Some parts of the non-spray area could be affected by irrigation spray at end of the spray arm.

BASIS OF RECOMMENDATIONS: Nutrient recommendations are both nitrogen & phosphorus based, as required by State of Maryland regulations.

NUTRIENT APPLICATION EQUIPMENT CALIBRATION: Application equipment must be calibrated to estimate actual application rates for all nutrient applications. Equipment must be recalibrated when equipment settings, consistency or density of a product varies from the original calibration. Documentation of the calibrations must be recorded and made available during an implementation review conducted by MDA. This documentation must include any of the necessary calculations to demonstrate the nutrient rate that was determined.

SOURCE OF YIELD GOAL INFORMATION: Standard accepted yield goal of 3 tons per acre for hay was used.

TIMING: Nutrient application is prohibited from December 16th until March 1st or when ground is hard-frozen greater than two inches, the ground is covered with snow greater than one inch or during periods of high winds, precipitation or freezing conditions.

BEST MANAGEMENT PRACTICES: Worcester Co Water and Wastewater Division is following guidelines as required by Maryland Dept of Environment Groundwater Discharge Permit. MDE permit does not allow spray irrigation to be applied on any bare unvegetated soils. Spray application is halted during crop harvesting. Buffer zones which prevent spray droplets from entering adjacent properties by wind or direct application must be at least 200 feet from the wetted irrigation perimeter in open areas or 100 feet in tree buffered areas. Approximate 200 feet of wide grass areas buffer both the northern and western sides of the spray perimeter. Buffers on eastern and southern sides of spray perimeter include grass and forest areas together that are greater than 200 feet wide. Excessive irrigation resulting in surface runoff or ponding is prohibited. Six monitoring wells around the property are checked quarterly by Worcester Co.

wastewater staff for effluent effects on ground water and are reported to Maryland Dept of Environment.

UM-PHOSPHORUS MANAGEMNT TOOL (UM-PMT); Soil analysis for 1 zone and 2 zone are above University of Maryland FIV-P ratings of 150 or greater. PMT determination rating for both zones was low so up to 33,702 gallons of wastewater effluent per acre may be applied annually.

RECORD KEEPING REQUIREMENTS: The Water Quality Improvement Act requires that producers keep records on generation and usage or disposal of organic or commercial fertilizer application materials. Required records would include name of applicator, size of area fertilized, date and rate of nutrient application, total amount and analysis of any fertilizer product used as well as legible copy of fertilizer label. Worcester Co. reports monthly to Maryland Dept. of Environment amounts of discharge and land application.

Field Identification Summary

Field Name	Tax Account ID Numbers	Watershed Location Code	Total Acres
Newark Spray Field	24-04-00854 24-04-00846	0208 Newport Bay	42.9

Plan Update Requirements

As stated in the cover sheet, this plan was developed for use from

August 31, 2023—August 10, 2026

The following is a list of situations that will impact whether the attached Nutrient Management Plan will need updating **before** the end of the time period for which the plan was developed.

1. A **change to the planned crop or cropping rotation**, or introduction of a **new crop** not currently addressed in the existing nutrient management plan,
2. A change in **nutrient source or soil test results**.
3. A change in **acreage** managed of 10 percent or greater, or 30 acres, whichever is less.



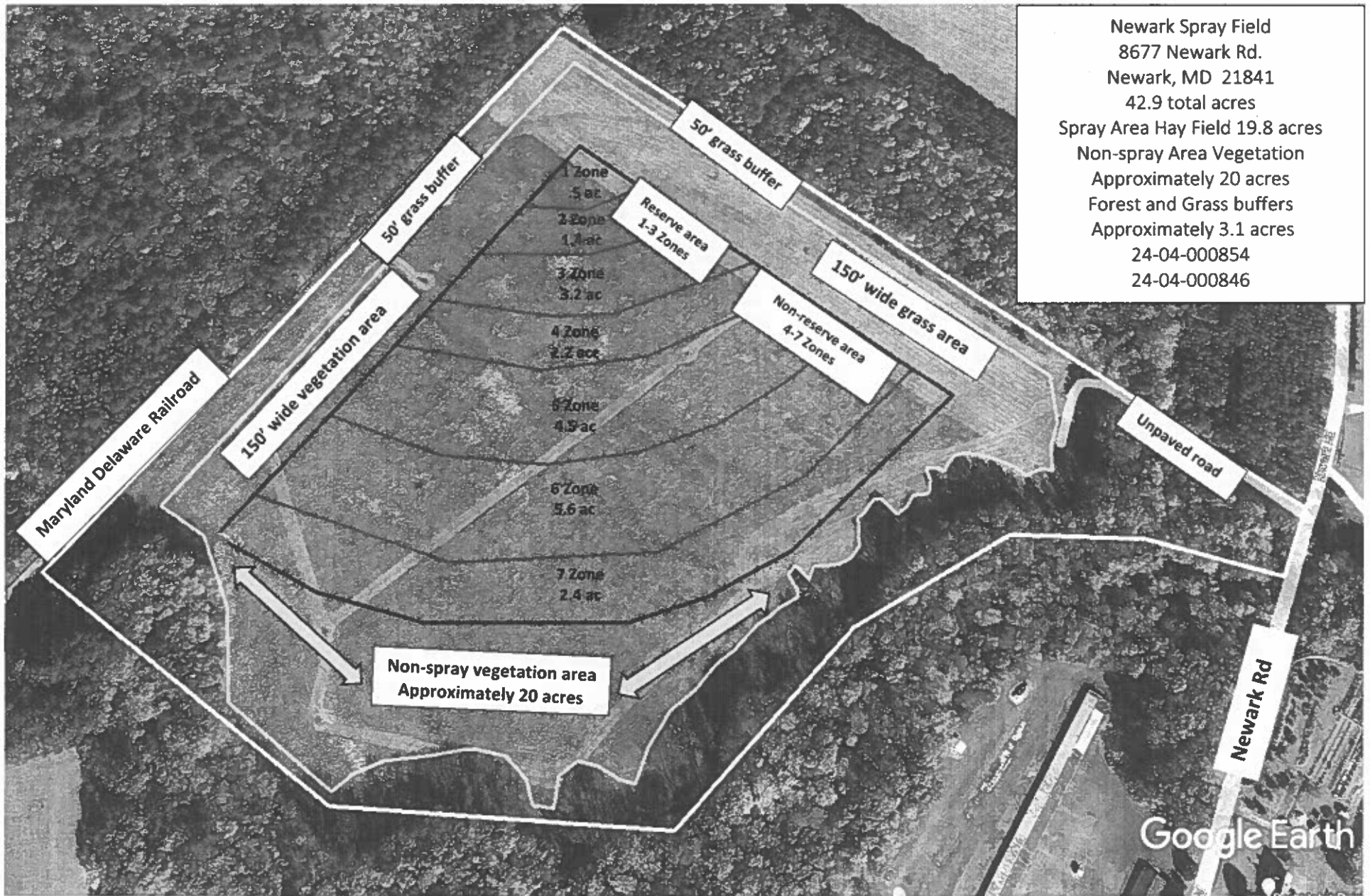
Shirley Hastings

Nutrient Management Consultant

Certification # 1749

License # 2380

ITEM 6



Soil Test Results

Farmer/Operator		Newark Spray Field Worcester Co Water & Wastewater Div				Plan Year		2024					
Street Address		1000 Shore Lane				Tier - Phase		N/A - N/A					
City, State, Zip, County		Berlin MD 21811 Worcester				Date Plan Prepared		8-29-2023					
Tract No.	Field No.	Lab	Test Date	Soil Texture	Test Number	pH	O.M	P	K	Mg	Ca	Al	Fe
Newark Spray Fld	1 Zone	AGL	8/11/23	SL	18045	5.68	3.20	169	72	201	623		
					Conversion to FIV	5.68	3.20	186 (E)	45 (M)	155 (E)	52 (O)		
Newark Spray Fld	2 Zone	AGL	8/11/23	SL	18046	6.18	3.20	169	98	127	710		
					Conversion to FIV	6.18	3.20	186 (E)	62 (O)	99 (O)	63 (O)		
Newark Spray Fld	3 Zone	AGL	8/11/23	SL	18047	6.32	2.20	134	106	110	673		
					Conversion to FIV	6.32	2.20	148 (E)	67 (O)	86 (O)	58 (O)		
Newark Spray Fld	4 Zone	AGL	8/11/23	SL	18048	6.28	2.50	102	97	96	615		
					Conversion to FIV	6.28	2.50	113 (E)	61 (O)	76 (O)	51 (O)		
Newark Spray Fld	5 Zone	AGL	8/11/23	SL	18049	6.40	2.20	112	91	86	628		
					Conversion to FIV	6.40	2.20	124 (E)	57 (O)	68 (O)	53 (O)		
Newark Spray Fld	6 Zone	AGL	8/11/23	SiL	18050	6.16	2.20	106	59	69	468		
					Conversion to FIV	6.16	2.20	118 (E)	36 (M)	55 (O)	32 (M)		
Newark Spray Fld	7 Zone	AGL	8/11/23	SiL	18051	6.23	2.20	122	89	109	649		
					Conversion to FIV	6.23	2.20	135 (E)	56 (O)	86 (O)	55 (O)		

Organic Analysis

Farmer/Operator	Newark Spray Field Worcester Co Water & Wastewater Div	Plan Year	2024
Street Address	1000 Shore Lane	Tier - Phase	N/A - N/A
City, State, Zip, County	Berlin MD 21811 Worcester	Date Plan Prepared	8-25-2023

#	*	Lab #	County	Type	Source	N %	NH4-N %	NO3-N%	P2O5 %	K2O %	Moist %	Lbs/100 gal
1	E		Worcester	Waste Water Effluent	Newark WWTP	0.001	0.001	0.001	0.000	0.001		835.00

ITEM 6

Date	Total N	Organic N	Ammonia	Nitrate	P	Phospate	K	Potash	*mg/L
11/15/2022	7.2	5.15	0.3	1.75	1.04	2.392	10	12.2	
11/17/2022	6.48	5.02	0.08	1.38	1.08	2.484	11.5	13.8	
11/28/2022	8.25	5.35	0.25	2.65	1.38	3.174	10.75	12.9	
12/1/2022	7.17	4.55	0.22	2.4	1.01	2.323	10.75	12.9	
12/8/2022	8.43	4.18	0.4	3.85	0.97	2.231	10.25	12.3	
12/15/2022	7.5	4.24	0.08	3.18	0.91	2.093	11.5	13.8	
4/6/2023	17.88	14.18	0.32	3.38	2.49	5.727	10.75	12.9	
4/13/2023	18.64	3.6	6.84	8.2	2.65	6.095	11.25	13.5	
4/20/2023	14.3	4.84	0.92	8.55	2.8	6.44	10.5	12.6	
4/27/2023	14.98	5.084	1.6	8.3	3.06	7.038	13	15.6	
6/14/2023	5.15	2.14	0.72	2.29	2.39	5.497	15	18	
6/14/2023	5.64	2.99	0.13	2.52	2.34	5.382	13	15.6	
7/20/2023	35.6	1.22	2.12	32.25	2.4	5.52	12	14.4	

Total	157.22	62.544	13.98	80.7	24.52	56.396	150.25	180.5	
Average	12.09385	4.811076923	1.075384615	6.207692	1.8861538	4.33815385	11.55769	13.88462	

pounds
per 1000
gallons

	1.311215	0.52161696	0.1165932	0.673038	0.2044968	0.47034264	1.253085	1.50537	
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UM Phosphorus Management Tool (PMT) Report				
Farmer Name	Newark Spray Field Worcester Co Water & Wastewater Div		Year --- Phase	2024 - N/A - N/A
	1	2		
Account ID	2404000854 ^	2404000854 ^		
County	Worcester	Worcester		
Tract or Farm ID	Newark Spray Fld	Newark Spray Fld		
Field ID	1 Zone	2 Zone		
MUSYM	MpA	MpA		
Area Crop	0.54 Acres 75	1.40 Acres 75		
Organics	W W Eff	W W Eff		
R Factor				
Adj. K Factor LS Factor				
C P Factors				
RUSLE A	0.78	0.78		
Transport Risk Factors				
SED Value	2	2		
Soil Permeability Class	Slow	Slow		
Field slope Concave? SR Factor	1.00 No 6.3	1.00 No 6.3		
Soil Drainage Class	moderately well	moderately well		
HSG Artificial Drainage? SD Factor	C No 0.0	C No 0.0		
Management Factors				
Distance to Water (DF)	200-349 ft 0.6	200-349 ft 0.6		
Buffer Width & Type (BF)	> 35' veg. 0.9	> 35' veg. 0.9		
Soil Test P Fertility Index Value	186	186		
Degree of P Saturation (DPS M3)	40.0	35.0		
Fert. P appl. rates, lb/A FP * PSC	- - - 0	- - - 0		
Org. P appl. rates, lb/A OP * PSC	11 - - 7	11 - - 7		
Runoff Fert. P appl. methods AMr(f)	- - - 0.00	- - - 0.00		
Runoff Org. P appl. methods AMr(o)	M3 - - 0.60	M3 - - 0.60		
Subsurface Fert. P appl. methods AMsub(f)	- - - 0.00	- - - 0.00		
Subsurface Org. P appl. methods AMsub(o)	M3 - - 0.64	M3 - - 0.64		
P particulate P runoff P subsurface	20 29 0	20 25 0		
P Loss Rating Score	49 (L)	45 (L)		



RUSLE2 Erosion Calculation Record

File: plans\Worcester Co WWTP--Newark Spray Field 2023-2026

Access Group: R2_NRCS_Fld_Office

Inputs:

Owner name: Worcester Co WWTP--Newark Spray Field

Location: USA\Maryland\Worcester County

Info: Waste water effluent sprayed on hay crop

Field name	Soil	Slope T Value	Slope length, ft	Slope steepness, %
1 Zone	soils\Worcester County, Maryland\MpA Mattapex fine sandy loam, 0 to 2 percent slopes\Mattapex Fine sandy loam 80%	4.0	200	1.0
2 Zone	soils\Worcester County, Maryland\MpA Mattapex fine sandy loam, 0 to 2 percent slopes\Mattapex Fine sandy loam 80%	4.0	200	1.0

Results:

Field name	Description	Cons. plan. soil loss, t/ac/yr	Sed. delivery, t/ac/yr	Soil conditioning index (SCI)	STIR value
1 Zone	Newark waste water effluent sprayed on hay crop	0.78	0.78	0.59	32
2 Zone	Newark waste water effluent sprayed on hay crop	0.78	0.78	0.59	32

The SCI is the Soil Conditioning Index rating. If the calculated index is a negative value, soil organic matter levels are predicted to decline under that production system. If the index is a positive value, soil organic matter levels are predicted to increase under that system.

The STIR value is the Soil Tillage Intensity Rating. It utilizes the speed, depth, surface disturbance percent and tillage type parameters to calculate a tillage intensity rating for the system used in growing a crop or a rotation. STIR ratings tend to show the differences in the degree of soil disturbance between systems. The kind, severity and number of ground disturbing passes are evaluated for the entire cropping rotation as shown in the management description.



Recommendations using Organic Nutrient Sources with Split Applications

Recommendations using Organic Nutrient Sources with Split Applications																
Farmer/Operator		Newark Spray Field Worcester Co Water & Wastewater Div			Plan Year			2024								
Street Address		1000 Shore Lane			Tier - Phase			N/A - N/A								
City, State, Zip,		Berlin MD 21811 Worcester			Date Plan Prepared			8-27-2023								
Tract No. / Farm Name	Field No.	Area	Crops & Note Numbers	Yield Goal	Plant Nutrients Needed N-P2O5-K2O (Lbs./Acre)	Nitrogen Credits (lbs/A)			Nutrient Sources to be Applied					Com Fert N-P-K	Lime	
						Leg.	Man.	Slu.	Method	N-P2O5-K2O	Organic Sources					
											Type / Source	Min. Rate	Applic. Rate [Days Inc.]			Organic Waste Applic- Basis
Newark Spray Fld	1 Zone 2024 [*]	0.54 Acres	75 Fescue, Maint (NOT accumulated for late fall/winter grazing) 7 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 63 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A				Preset Rate	123-0- 24 #/A	1.3 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]			
Newark Spray Fld	2 Zone 2024 [*]	1.40 Acres	75 Fescue, Maint (NOT accumulated for late fall/winter grazing) 7 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 43 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A				Preset Rate	123-0- 4 #/A	0.6 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]			
Newark Spray Fld	3 Zone 2024 [*]	3.20 Acres	75 Fescue, Maint (NOT accumulated for late fall/winter grazing) 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 40 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A				Preset Rate	123-0- 1 #/A	0.0 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]			
Newark Spray Fld	4 Zone 2024 [*]	2.18 Acres	75 Fescue, Maint (NOT accumulated for late fall/winter grazing) 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 44 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A				Preset Rate	123-0- 5 #/A	0.0 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]			

Recommendations using Organic Nutrient Sources with Split Applications

Recommendations using Organic Nutrient Sources with Split Applications															
Farmer/Operator		Newark Spray Field Worcester Co Water & Wastewater Div						Plan Year		2024					
Street Address		1000 Shore Lane						Tier - Phase		N/A - N/A					
City, State, Zip		Berlin MD 21811 Worcester						Date Plan Prepared		8-27-2023					
Tract No. / Farm Name	Field No.	Area	Crops & Note Numbers	Yield Goal	Plant Nutrients Needed N-P2O5-K2O (Lbs./Acre)	Nitrogen Credits (lbs/A)			Nutrient Sources to be Applied					Com Fert N-P-K	Lime
						Leg.	Man.	Slu.	Method	N-P2O5-K2O	Organic Sources				
											Type / Source	Min. Rate	Applic. Rate [Days Inc.]		
Newark Spray Fld	5 Zone 2024 [*]	4.50 Acres	75 Fescue; Maint (NOT accumulated for late fall/winter grazing) 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 46 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A			Preset Rate	123-0- 7 #/A	0.0 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]		
Newark Spray Fld	6 Zone 2024 [*]	5.60 Acres	75 Fescue; Maint (NOT accumulated for late fall/winter grazing) 7 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 84 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A			Preset Rate	123-0- 45 #/A	0.7 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]		
Newark Spray Fld	7 Zone 2024 [*]	2.38 Acres	75 Fescue; Maint (NOT accumulated for late fall/winter grazing) 7 28 29 4 6 53 60 70 71 88 89 92 93 184 185 186	3.0 T/A	150- 0- 47 #/A	0 #/A	0 #/A	0 #/A	Total	27- 11- 39 #/A			Preset Rate	123-0- 8 #/A	0.5 t/A
									after hvst-1	27- 11- 39 #/A	(1) W W Eff	0.20	333702 gal/A [No Till]		

Notes			
Farmer/Operator	Newark Spray Field Worcester Co Water & Wastewater Div.	Plan Year	2024
Street Address	1000 Shore Lane	Tier - Phase	N/A - N/A
City, State, Zip, County	Berlin MD 21811 Worcester	Date Plan Prepared	8-25-2023
<p>4. If topdressing ag-lime without tillage, reduce the total amount of oxides recommended by 50 percent. When topdressing ag-lime, and soil mixing is not possible, do not apply more than 1500 lbs per acre of oxides in any one application. The balance can be applied the next year. It would be best to do a soil test before making the second application.</p> <p>6. Split-application of nitrogen is required for optimal production and nitrogen use efficiency of established pasture and hay land and for the protection of ground water resources.</p> <p>7. Magnesium will be recommended when the soil test indicates a low or very low level. Use dolomitic lime as a liming material when magnesium is recommended AND when lime is needed to correct soil acidity. The magnesium (Mg) recommendation is expressed as elemental Mg when lime is not required.</p> <p>28. Proper timing of nutrient applications is important. Apply nutrient sources as close to planting or nutrient demand as possible so that nutrients are absorbed by plants quickly and not allowed to runoff into surface water or leach into ground water.</p> <p>29. When applying liquid wastes, application rate should not exceed the soil's infiltration rate.</p> <p>53. (See related 70, 71, 88 & 89) For the maintenance of fescue (not accumulated for late fall/winter grazing), orchardgrass or reed canarygrass (4 tons per acre yield goal), the TOTAL nitrogen recommendation ranges from 150-200 lbs per acre. Topdress 35-50 lbs per acre at greenup. In addition, topdress 40-50 lbs per acre after the first harvest, 35-50 lbs in late summer, and 40-50 lbs per acre in late fall.</p> <p>60. If the nitrogen requirement is met by surface broadcasting UAN either prior to or at planting, use of proven urease and nitrification inhibitors is recommended to minimize nitrogen loss via volatilization and/or denitrification pathways.</p> <p>70. For the maintenance of fescue (not accumulated for late fall/winter grazing), orchardgrass or reed canary grass (5 tons per acre yield goal), the TOTAL nitrogen recommendation ranges from 200-250 lbs per acre. Topdress 60-80 lbs per acre at greenup. In addition, topdress 50-60 lbs per acre after the first harvest, 50-60 lbs per acre in late summer, and 40-50 lbs per acre in late fall.</p> <p>71. For the maintenance of fescue (not accumulated for late fall/winter grazing), orchardgrass or canary grass (6 tons per acre yield goal, and up), the TOTAL nitrogen recommendation ranges from 250-300 lbs per acre. Topdress 80-100 lbs per acre at greenup. In addition, topdress 65-75 lbs per acre after the first harvest, 65-75 lbs per acre in late summer, and 40-50 lbs per acre in late fall.</p>			

Notes			
Farmer/Operator	Newark Spray Field Worcester Co Water & Wastewater Div	Plan Year	2024
Street Address	1000 Shore Lane	Tier - Phase	N/A - N/A
City, State, Zip, County	Berlin MD 21811 Worcester	Date Plan Prepared	8-25-2023
<p>88. For the maintenance of fescue (not accumulated for late fall/winter grazing), orchardgrass or reed canarygrass (up to 2 tons per acre yield goal), the TOTAL nitrogen recommendation ranges from 75-100 lbs per acre. Topdress 35-50 lbs per acre after the first harvest. In addition, topdress 40-50 lbs per acre in late fall.</p> <p>89. For the maintenance of fescue (not accumulated for late fall/winter grazing), orchardgrass or reed canarygrass (3 tons per acre yield goal), the TOTAL nitrogen recommendation ranges from 100-150 lbs per acre. Topdress 30-50 lbs per acre after the first harvest. In addition, topdress 30-50 lbs per acre in late summer and 30-40 lbs in late fall.</p> <p>92. If UAN is dribbled or streamed on the soil surface, use a proven urease inhibitor to help minimize nitrogen loss via volatilization.</p> <p>93. If nitrogen source is granular urea, use a proven urease inhibitor to help minimize loss via volatilization.</p> <p>184. For each yield goal, the combined nitrogen (N) from the split applications must not exceed the maximum total N recommendation.</p> <p>185. The late summer topdress application for fescue, orchardgrass, reed canarygrass, bromegrass, timothy, and perennial ryegrass, should be applied between mid-August and early September, depending on sufficient rainfall to move the nitrogen into the soil.</p> <p>186. Late fall nitrogen application (mid- to late October in the mountains of western Maryland and late October to mid-November elsewhere in Maryland, (approximately the killing frost date) stimulates root growth and leads to a more vigorous stand. This application must be a commercial nitrogen source where all N is readily available. Manure or other organic sources of nitrogen are not recommended for the late fall application. If late fall application is not made, add 40-50 lb.N/acre to the greenup application.</p>			



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: March 5, 2024
RE: Request to Bid – St. Martins by the Bay Water Project Design Services

Attached for your review and approval are proposal documents to contract for the St. Martins by the Bay Water Project Design Services. 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 will be provided through a county government loan. The loan will be reimbursed by a USDA loan if the project is approved or reimbursed by the community if the project is not approved.

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

H. QUALIFICATIONS

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

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdacert1.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. 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 Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. PERFORMANCE AND PAYMENT BONDS

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

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

P. GUARANTEE

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors for assistance in permitting, design, bidding, construction management, inspection services, and resident project representative services of the St. Martins by the Bay Water Project 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 install a water main system to serve the St. Martins by the Bay community in the St. Martins by the Bay Sanitary Service Area. The project is outlined in a Preliminary Engineering Report prepared by the Engineering firm Davis, Bowen and Friedel in 2022. The project proposes to replace the community's private supply well and distribution system by connecting the community to the Ocean Pines water system. Fifty-four (54) residential EDU's will be served by extending an existing 8" water main along Beauchamp Road to St. Martin's Parkway and back into the community. There are no commercial connections planned as part of this project. The connection to Ocean Pines will alleviate concerns about saltwater intrusion into the private well, provide fire flow protection (including new hydrants), and eliminate water shortage issues that have occurred since the system was installed in 1984. Funding for the work has been secured from US Department of Agriculture, Rural Development and American Rescue Plan Act. Payment requests, plans, specifications, bidding standards, site signage, etc. must follow all funding agency standards.

D. SUMMARY

1. The Successful Vendor will develop construction plans and specifications, obtain all necessary permits, assist in construction contractor solicitation through the competitive sealed bid process, and provide construction phase services for the installation of a water main network connecting the St. Martins by the Bay community to the Ocean Pines Service Area water network.
2. The new network will connect to the existing Ocean Pines water distribution system at the 6-inch water main on the intersection of St. Martins Lane and Beauchamp Road. The proposed 8-inch water main will run along the ditch of Beauchamp Road, north along St. Martins Parkway and terminating at two points, one on Riverview Drive, and one on Marina Drive. The proposed water main will be 8-inch except along Riverview Drive which will be a 6-inch main, and the two loops at the end of Riverview Drive and Marina Drive which will be 2" looped water main with a blow-off hydrants located at the terminal points. No boring is required for this option, and this option would provide potable water service with fire flow protection to the area. The following specific tasks are required:
 - a. **DESIGN PHASE SERVICES**
 - i. Review the Preliminary Engineering Report and confirm details needed to design the system.
 - ii. Schedule and attend a kick-off meeting with County staff to finalize the scope of the project and discuss project details and schedule.

- iii. Obtain needed background information from on-site survey and aerial photography to design the water distribution network.
 - iv. Identify and address any wetlands issues and floodplain issues.
 - v. Include design and permitting services for the design of the new distribution system, new service connections to each household, and abandonment of the existing water treatment plant well.
 - vi. Ensure all federal domestic preference requirements are met during the design (i.e. Build America, Buy America) per RUS Bulletin 1780-26 (attached).
 - vii. Prepare plats for any additional easements or right-of-way needed to accommodate proposed design.
 - viii. Design documents (Plans and Specifications) shall be submitted for review at the 30% (preliminary), 60%, 90% (pre-final) and final design phase.
 - ix. Obtain all necessary permits and approvals from the applicable Federal, State, and Local agencies for this project (i.e. Erosion and Sediment Control, Storm Water Management, etc.)
 - x. Prepare a cost estimate for the project at the 60% and final design phases.
 - xi. Complete the final design by addressing regulatory and staff comments and provide three copies of the final construction plans and specifications to the County for bidding. Additionally, provide the documents in Adobe Acrobat form for electronic distribution to Contractors.
 - xii. Design phase services shall be completed within 9 months of notice to proceed.
- b. **BIDDING PHASE SERVICES**
- i. Solicitation of construction contractors shall be through competitive sealed bid process following RUS Bulletin 1780-34 (attached).
 - ii. Chair prebid meeting with construction contractors, record and distribute meeting minutes
 - iii. Respond to contractor requests for information
 - iv. Review contractor bid packages and provide written recommendation for award of construction contract.
 - v. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
 - vi. Submit bid package and recommendation of award to funding agency for concurrence.
 - vii. Provide value engineering recommendations in cases where bids come in higher than construction funding available.
 - viii. Assist in value engineering negotiations with bidders as needed.
- c. **CONSTRUCTION PHASE SERVICES**
- i. Chair preconstruction meeting with successful contractor, record and distribute meeting minutes
 - ii. Review of project submittals
 - iii. Ensure all federal domestic preference requirements (i.e. Build America, Buy America) are met per RUS Bulletin 1780-26 (attached).
 - iv. Respond to Requests for Information

- v. Review of the project schedule
- vi. Provide full time Resident Project Representative (RPR) services for the duration of the project
- vii. Consultant shall provide an hourly rate for construction inspection services and include the qualifications of the proposed construction inspector (RPR).
- viii. Chair monthly progress meetings and providing meeting minutes
- ix. Review contractor pay requests and make recommendations for payment
- x. Prepare and submit payment reimbursement request to funding agencies
- xi. Conduct on-site conformational survey of critical elevations.
- xii. Prepare as-built drawings based on contractor prepared red line drawings.
- xiii. Overseeing water distribution system startup and existing St. Martins by the Bay water plant decommissioning.
- xiv. Scheduling and attending the final inspection of the construction, prepare the final punch list
- xv. Certifying project completion and providing final construction certification to the Maryland Department of the Environment

E. ATTACHMENTS

- 1. RUS Bulletin 1780-26
- 2. RUS Bulletin 1780-34
- 3. St. Martins by the Bay Preliminary Engineering Report

F. PROPOSAL CONTENT

- 1. Each proposal shall include the following information at a minimum:
 - a. General Description of the Firm, including the office responsible for completion of the work
 - b. Approach to completion of this project
 - c. Management and Staffing Plan to identify the key personnel assigned to the project
 - d. Qualifications of the firm, including specific qualifications of the Project Manager 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%), Design Phase Surveying, 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 Operations Building Conference Room, 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
10%	Qualifications of the Organization
20%	Vendor's understanding of the purpose and objectives of the specified work
10%	Vendor's organizational capacity to meet the demands of the RFP specifications
30%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature, i.e. design projects funded by USDA and/or MDE)
30%	Price

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “ST. MARTINS BY THE BAY WATER PROJECT DESIGN SERVICES” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Design Phase Services	
2	Bidding Phase Services	
3	Construction Phase Services	
TOTAL		

OPTIONAL ITEMS

Hourly Rate for Inspection And RPR Services	\$ _____/hour
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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

By: _____
Signature

Witness

Printed Name

Title

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

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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



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 S. Young, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
DATE: February 26, 2024
SUBJECT: New Leases for Folder/Inserter and Postage Machine

As you are aware, the Treasurer's Department utilizes a folder/inserter machine as well as a postage machine in our daily operations. This equipment is used to process many of the more than 100,000 bills the Department sends out annually for taxes, utility bills, landfill invoices, and routine correspondence. The leases on our current machines have expired and as a result I am asking for approval of new leases for this equipment. The postage machine lease will total \$393- per month and the folder inserter is \$692- monthly for a total of \$1,085- which is \$248- more than the previous leases for this equipment. The postage machine is used by all of the County Departments however it is located next to the Treasurer's Office and we are responsible for this equipment. The increase for the leases relates primarily to inflation and cost increases that have occurred since our last lease 5 years ago. In addition, the folder/inserter is a more efficient machine that includes a higher capacity feeder which will allow us to do higher volumes during our busy periods. Both leases are in accordance with the Cannon/Omnia National Governmental Contract. As a result, I am asking for your signature on the attached lease documents so that we can move forward with replacing this equipment. Funding for this expenditure will be included in the FY25 Budget (account 100.1090.070.6130.100) subject to your approval of the leases.

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



Financial Considerations

Product Summary for new hardware (Folder Inserter only)

- DS64i folder inserter with two flex feeders and one maxi feeder for reply envelopes (This is also a flex feeder that is capable of feeding sheets, inserts, or reply envelopes with a higher capacity)

Lease Cost Summary		
01	60-month lease – monthly cost	\$692
02	Freight, delivery & installation	Included
03	Equipment maintenance	Included
Total Monthly Cost		\$692



Financial Considerations

Product Summary for new hardware (postage meter only)

- IX7 Digital Mailing System with 30lb external scale and inline dynamic scale to weigh and rate each piece on the fly

Lease Cost Summary		
01	60-month lease – monthly cost	\$393
02	Freight, delivery & installation	Included
03	Equipment maintenance	Included
Total Monthly Cost		\$393

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *CS*
DATE: February 26, 2024
SUBJECT: Groundwater and Landfill Gas Monitoring and Reporting for
 Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill)

Attached for Commissioner review and approval is a proposal from EA Engineering, Science, and Technology Inc. PBC (EA) for Groundwater and Landfill Gas Monitoring and Reporting for Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill) for the Spring 2024, Fall 2024, and Spring 2025 reporting periods. The proposed lump sum for these services is \$197,410.00. A breakdown of the proposed monitoring and reporting tasks are shown below:

Tasks	Costs
Task 1 Spring 2024 groundwater sampling and reporting	\$38,000.00
Task 2 Spring 2024 Landfill Gas monitoring and reporting	\$9,520.00
Task 3 Fall 2024 and Spring 2025 groundwater sampling and reporting	
Task 3A Regular Fall 2024 and Spring 2025 groundwater sampling and reporting	\$78,500.00
Task 3B PFAS Fall 2024 and Spring 2025 groundwater sampling and reporting	\$44,040.00
Task 4 Fall 2024 and Spring 2025 Landfill Gas monitoring and reporting	\$27,350.00
Total	\$197,410.00

Funds for Tasks 1 and 2 are available in FY24 Accounts 6530.065 and 6530.070. Funding for Tasks 3 and 4 is being requested in the FY25 budget.

MDE requires groundwater and landfill gas monitoring at the closed landfills as part of our Refuse Disposal Permit. If this project is not undertaken or fails to meet the established deadlines, the County may be subject to penalties and fines from the State for non-compliance with the new regulations. Starting in the Fall 2024 monitoring period, MDE has required the addition of PFAS sampling and reporting. Task 3 separates the additional sampling and reporting effort for PFAS (Task 3B). Should MACO or other agencies challenging the regulation be successful, this effort would not be expended.

EA has served as the County's Solid Waste consultant since the mid 80's and is extensively familiar with our closed landfill facilities and permit requirements for groundwater and gas monitoring. Please let me know if there are any questions.

Attachment

CC: Dallas Baker
 Nick Rice
 Phil Thompson
 Jessica Wilson
 Barbara Hitch



11200 Racetrack Road, Unit 101A
Ocean Pines, Maryland 21811
Telephone: 410-641-5341
www.eaest.com

February 23, 2024
Proposal No. 0791815

Mr. Dallas Baker, P.E., Director
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Re: Proposal for Groundwater and Landfill Gas Monitoring and Reporting for the
Three Closed Landfill Facilities (Pocomoke, Berlin, and Snow Hill)
February 2024-June 2025**

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is once again pleased to submit this proposal to the Worcester County Department of Public Works for monitoring and reporting of groundwater and landfill gas (LFG) at the Pocomoke, Snow Hill, and Berlin Landfill Facilities located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County. The work under this contract will be performed over a 1.5-year period, consisting of three semi-annual monitoring events. All work will be completed by June 2025.

The scope of services for groundwater and LFG monitoring and reporting at the three Closed Landfills covered by this proposal includes:

- Spring 2024 groundwater sampling and reporting (Task 1),
- Spring 2024 LFG monitoring and reporting (Task 2),
- Fall 2024 and Spring 2025 groundwater sampling and reporting (Task 3), and
- Fall 2024 and Spring 2025 Closed LFG monitoring and reporting (Task 4)

Groundwater monitoring will be performed on a semi-annual basis for a period of 1.5 years and will typically coincide with the work for the monitoring program at the Central Landfill Facility. There are 18 monitoring wells at the three Closed Landfills. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A1) and in accordance with the existing Facility Monitoring Program document for the Pocomoke, Snow Hill, and Berlin Landfill Facilities prepared by EA, revised July 2022, as required by the Maryland Department of the Environment (MDE). Per MDE's letter dated 2 January 2024, all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 will be required to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical) effective 1 July 2024. This scope of work includes the additional PFAS sampling and analysis for the Fall 2024 and Spring 2025 groundwater monitoring events (Task 3). EA will also collect and analyze field quality control samples including rinsate blanks, field blanks and trip blanks under the revised frequency for each landfill site as established by MDE.

LFG monitoring will be performed on a quarterly basis for a period of 1.5 years at the Pocomoke Landfill and will typically coincide with the work for the monitoring program at the Central



Landfill Facility. LFG will be performed on a bi-monthly (once in every two months) basis for a period of 1.5 years at the Berlin and Snow Hill Landfills. The required sampling and reporting will be performed in accordance with the attached Scope of Work (Attachment A1) and in accordance with the existing LFG Monitoring Plan document for the Pocumoke, Snow Hill, and Berlin Landfill Facilities prepared by EA, as required by the MDE.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Maryland Spectral Services located in Baltimore, Maryland, to perform the required analytical services. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them on other projects. Maryland Spectral Services has agreed to maintain their pricing levels constant for the 1.5-year period of this contract.

The cost of this effort has increased over our prior contract due to the additional blank preparation and analysis that was requested by MDE in July 2021, additional PFAS sampling for Fall 2024 and Spring 2025 groundwater events that was stipulated by MDE in January 2024, as well as increasing labor costs of field personnel and reporting requirements with MDE. EA will continue to utilize experienced field personnel from other EA offices who perform groundwater sampling and monitoring regularly, in an effort to reduce labor costs and improve efficiency.

Enclosed for your consideration is the lump sum cost for these services of \$197,410.00 which is detailed per task below.

Tasks	Costs
Task 1 Spring 2024 groundwater sampling and reporting	\$38,000.00
Task 2 Spring 2024 LFG monitoring and reporting	\$9,520.00
Task 3 Fall 2024 and Spring 2025 groundwater sampling and reporting	
Task 3A Regular Fall 2024 and Spring 2025 groundwater sampling and reporting	\$78,500.00
Task 3B PFAS Fall 2024 and Spring 2025 groundwater sampling and reporting	\$44,040.00
Task 4 Fall 2024 and Spring 2025 LFG monitoring and reporting	\$27,350.00
Total	\$197,410.00

The services proposed herein are a natural extension of EA’s long history with the County and previous involvement with the closed landfill facilities within Worcester County. We wish to thank you for this opportunity to help you meet your solid waste objectives and continue to look forward to working and supporting you on this project. It is our sincere desire to continue to be of service for these critical facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-641-5341.

Sincerely,
EA Engineering, Science, and Technology, Inc., PBC

Darl Kolar, P.E., BCEE
Senior Project Manager

Enclosures
cc: G. Tizard, II, P.E. (EA)
L. Oakes, P.E. (EA)

ATTACHMENT A1**Scope of Services****Worcester County Closed Landfill Facilities
Groundwater and Landfill Gas Monitoring and Reporting*****Task 1– Spring 2024 Closed Landfill Groundwater Sampling and Reporting*****Groundwater Sampling**

EA will perform Spring 2024 semi-annual groundwater sampling event in March 2024 at the Worcester County Closed Landfills (Pocomoke, Snow Hill, and Berlin Landfill Facilities) in accordance with the Facilities' most recently updated Facility Monitoring Plan prepared by EA, July 2022 which includes monitoring and reporting requirements for the three Closed Landfills.

The semi-annual sampling event will include low flow sampling of four wells at the Pocomoke Landfill (P-MW-01, P-MW-02, P-MW-03, and P-MW-04); six wells at the Snow Hill Landfill (EA-1, EA-2, EA-3, EA-4, EA-5, and EA-6), and eight wells at the Berlin Landfill (B-MW-01S, B-MW-02S, B-MW-03S, B-MW-05S, B-MW-07S, B-MW-09, B-MW-10S, and B-MW-11). Additionally, water level gauging will be performed at three shallow wells at the Berlin Landfill (B-MW-04S, B-MW-06S, and B-MW-08S).

Groundwater samples will be analyzed for the parameters shown in Table I and II of the Facility Monitoring Plan (see attached).

Field quality control samples and field blank samples will be collected under the revised frequency for each landfill site as issued by MDE in accordance with EPA requirements. This is an increase over what has historically been performed and documented in the Facility Monitoring Program. Quality control samples will include:

- 1 field blank per Landfill (assume 3 for Spring 2024)
- 1 rinsate blank per event (assume 1 for Spring 2024)
- 1 trip blank per sampling date (assume 5 for Spring 2024)
- 1 field duplicate sample per 10 samples at each site (assume 3 for Spring 2024)

Duplicate samples will be collected utilizing low-flow sampling techniques. The samples will be analyzed for the parameters identified in Tables I and II in the Facility Monitoring Plan, as required. Groundwater analysis will be performed by a MDE certified independent laboratory (Maryland Spectral Services).

In addition to sampling, EA will perform gauging of each well prior to sample collection.

Groundwater Reporting

EA will prepare three semi-annual reports per landfill on water quality containing a summary of findings and interpretive discussion of groundwater analytical results for the sampling event. Per the Facility Monitoring Program approved by MDE, the report will include the following:

- Narrative/Summary
- Statistical Analysis
- Historical Data Tables (time series format)
- Groundwater Elevations and Contour Map (historical)
- Laboratory Analytical Data (laboratory reports)
- Field Records of Well Gauging, Purging, and Sampling
- Chain of Custody

EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each landfill.

EA will submit one copy of each report to the Maryland Department of the Environment (MDE) on behalf of the County and two copies of the report to the County for each sampling event. Reports will be submitted to MDE in accordance with the permit, 90 days following the end of the first quarter (June 30th) reporting period, unless otherwise agreed upon.

Task 2 – Spring 2024 Closed Landfill Gas Monitoring and Reporting

EA will perform landfill gas (LFG) monitoring at the three Closed Landfills. Berlin Landfill includes 14 permanent landfill gas probes and two on-site structures. Snow Hill Landfill includes 21 permanent landfill gas probes and one on-site structure. Pocomoke Landfill includes seven permanent landfill gas probes and one on-site building. Berlin and Snow Hill Landfills will be monitored on a bi-monthly (once in two months), and Pocomoke Landfills will be monitored on a quarterly basis. As part of Task 4, one quarterly event and two bi-monthly events will be performed at all three Closed Landfills. Quarterly monitoring event will be conducted in April 2024. Additionally, bi-monthly events will be conducted in April and June 2024.

Monitoring will be performed with a GEM 2000 LFG meter on a quarterly basis. One quarterly/bi-monthly event will be performed as part of this scope in April 2024 at all three Closed Landfills.

EA will prepare one semi-annual LFG report for Pocomoke Landfill, which will include a summary of findings from the quarterly LFG monitoring events. The report will be submitted to MDE in June 2024, coinciding with the semi-annual Central Landfill Facility LFG report.

Task 3 – Fall 2024 and Spring 2025 Closed Landfill Groundwater Sampling and Reporting

Similar to Task 1, EA will perform Fall 2024 and Spring 2025 semi-annual groundwater sampling events at the three Worcester County Closed Landfills. The semi-annual sampling event will include low flow sampling of four wells at the Pocomoke Landfill, six wells at the

Snow Hill Landfill, and eight wells at the Berlin as mentioned in Task 1. Additionally, water level gauging will be performed at three shallow wells at the Berlin Landfill (B-MW-04S, B-MW-06S, and B-MW-08S).

Groundwater samples will be analyzed for the parameters shown in Table I and II of the Facility Monitoring Plan (see attached). Per MDE's letter dated 2 January 2024, all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 will be required to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical) effective 1 July 2024. The sampling and reporting efforts related to Table I and II parameters are included in Task 3A and for the per-and polyfluoroalkyl substances (PFAS) are included in Task 3B.

Task 3A: Regular Sampling and Reporting

Task 3A will include the groundwater sampling and reporting effort for regular, duplicate, and quality control samples.

Field quality control samples and field blank samples will be collected under the revised frequency for each landfill site as issued by MDE in accordance with EPA requirements. This is an increase over what has historically been performed and documented in the Facility Monitoring Program. Quality control samples will include:

- 1 field blank per Landfill (assume 3 per event, 6 total)
- 1 rinsate blank per event (assume 1 per event, 2 total)
- 1 trip blank per sampling date (assume 5 each per event, 10 total)
- 1 field duplicate sample per 10 samples at each site (assume 3 per event, 6 total)

Duplicate samples will be collected utilizing low-flow sampling techniques. In addition to sampling, EA will perform gauging of each well prior to sample collection.

EA will prepare two semi-annual reports per landfill (6 reports total) on water quality containing a summary of findings and interpretive discussion of groundwater analytical results for the sampling event. Per the Facility Monitoring Program approved by MDE, the report will include the items described in Task 1, as well as PFAS results and analysis. Additional time for PFAS reporting is included in the cost proposal (Task 3B).

EA will utilize depth to water levels (gauging) recorded prior to sampling at each well to develop a groundwater contour map for each landfill.

EA will submit one copy of each report to the MDE on behalf of the County and two copies of the report to the County for each sampling event (two events total). Reports will be submitted to MDE in December 2024 for the Fall 2024 event and in June 2025 for the Spring 2025 event.

Task 3B: Additional Effort for PFAS Sampling and Reporting

Task 3B will include the groundwater sampling and reporting effort related to PFAS to comply with per MDE's letter dated 2 January 2024.

In addition to collecting regular samples in Task 3A, samples will be collected from the three Closed Landfills for analyses of PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical). 28 samples per event will be collected from all three Closed Landfills, for a total of 56 samples.

Additional time and effort are required for the sampling of PFAS, which is ubiquitous and has a high potential for cross-contamination from common consumer products and sampling materials, even when new and clean. EA employees will adhere to PFAS sampling procedures as outlined in EA's standard operating procedure (SOP). They will utilize acceptable field clothing, personal protective equipment, field equipment, and sample containers. Additional decontamination procedures will be followed. Therefore, an additional day of sampling per event was considered in the cost proposal for PFAS sample collection.

As mentioned in Task 3A, EA will prepare two semi-annual reports per landfill (6 reports total) on water quality containing a summary of findings and interpretive discussion of groundwater analytical results, including PFAS. Per the Facility Monitoring Program approved by MDE, the report will include the items described in Tasks 1 and 3A, as well as PFAS results and analyses. Additional time for PFAS reporting is included in the cost proposal.

Task 4 – Fall 2024 and Spring 2025 Closed Landfill Gas Monitoring and Reporting

As part of Task 4, four quarterly events and five bi-monthly events will be performed at all three Closed Landfills. Quarterly monitoring events will be conducted in August and November 2024 for the 2024 calendar year, and in February and April 2025 for the 2025 calendar year. Additionally, bi-monthly events will be conducted in August, October, and December 2024, as well as in February and April 2025. Berlin Landfill includes 14 permanent landfill gas probes and two on-site structures. Snow Hill Landfill includes 21 permanent landfill gas probes and one on-site structure. Pocomoke Landfill includes seven permanent landfill gas probes and one on-site building.

EA will prepare two semi-annual LFG reports for Berlin and Snow Hill Landfills. These reports will be submitted to MDE in September 2024 and February 2025, totaling four reports. They will include a summary of findings from the bi-monthly and quarterly LFG monitoring events, respectively.

Additionally, EA will prepare two semi-annual LFG reports for Pocomoke Landfill to include a summary of findings from the quarterly LFG monitoring events. These reports will be submitted to MDE in December 2024 and in June 2025. These reports will coincide with the Central Landfill Facility LFG reports.



Worcester County Administration

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

TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: February 23, 2024
RE: FY2025 Budget Requests- Municipalities and Ocean Pines

Attached please find the Fiscal Year 2025 letters from the Towns and Ocean Pines: Pocomoke City, Berlin, Snow Hill, Ocean City and Ocean Pines Association. We have scheduled to meet with the Towns and Ocean Pines Association at 10:00 a.m. on Tuesday, March 5, 2024 to discuss their grant requests.

Also included is the following:

- Page 2 Attachment A: FY2024 tax rates for the municipalities as provided by Maryland Department of Assessments & Taxation
- Page 3 Attachment B: FY2024 constant yield tax rates for municipalities as provided by Maryland Department of Assessments & Taxation
- Page 4 Attachment C: FY2025 letter sent in January, 2024 (Ocean Pines Association Board attached as reference)
- Behind each Town and Ocean Pines Association letter is a worksheet which summarizes the FY2024 total paid County grants and pass thru monies and FY2025 Request:
 - Page 5 Pocomoke City
 - Page 7 Town of Berlin
 - Page 9 Town of Snow Hill
 - Page 13 Town of Ocean City
 - Page 18 Ocean Pines Association

:kr
Attachments

Attachment A



Below is a list of counties in Maryland, and their property tax rates in effect on July 1, 2023. *All rates are shown per \$100 of assessment.

Municipal Tax Rates

JURISDICTION	FY2024		
	REAL	PERSONAL	UTILITY
Berlin	.8275	1.7000	0
Ocean City	.4526	1.1300	0
Pocomoke City			
Owner	.9375		
Non-Owner	1.1311	2.0000	2.4000
Snow Hill	.9375	1.8200	0
STATE	.1120	0	.2800

ITEM 10

Maryland State Department of Assessments and Taxation

Attachment B

CONSTANT YIELD TAX RATE 2024

This is a summary of the constant yield tax rate certification (CYTR) sheets that were mailed to local governments on Wednesday, February 14, 2024. The constant yield tax rate is the tax rate that a jurisdiction would have to impose in order to obtain the same amount of property tax revenue in fiscal year 2025 as it received in fiscal year 2024. If a jurisdiction plans to set a tax rate higher than the constant yield rate, the jurisdiction must advertise the tax increase and hold a public hearing before setting the tax rate for fiscal 2025. In some parts of some counties, there may be additional taxes levied for special purposes. These tax levies are not included in these tax rates.

Jurisdiction	7/1/2023 Net Assessable Real Property Base		7/1/2023 Tax Rate	=	7/1/2023 Potential Revenue	÷	7/1/2024 Net Assessable Real Property Base	=	7/1/2024 Constant Yield Tax Rate
Berlin	551,467,279	X	0.8275	=	4,563,392	÷	579,223,871	=	0.7878
Ocean City	9,564,947,477	X	0.4526	=	43,290,952	÷	10,808,573,800	=	0.4005
Pocomoke City -Owner Occupied	129,138,175	X	0.9375	=	1,210,670	÷	138,736,654	=	0.8726
Pocomoke City -NonOwner Occupied	162,554,922	X	1.1311	=	1,838,659	÷	177,917,522	=	1.0334
Snow Hill	137,094,272	X	0.9375	=	1,285,259	÷	145,989,213	=	0.8804



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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103
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21863-1195

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

January 3, 2024

Ocean Pines Association Board
239 Ocean Parkway
Berlin, MD 21811

Dear Board of Directors:

The County Commissioners cordially invite Ocean Pines Board to our usual meeting with municipal officials to discuss grant requests on Tuesday, March 5, 2024 at 10:30 a.m. in the Commissioners Meeting Room of the County Government Center.

We recognize the County's obligation to provide a certain level of service to the citizens of Worcester County and it is our hope to be able to provide some level of funding to each of the municipalities and the Ocean Pines Association. Please submit your request for any County grant funding to our Budget Officer, Kim Reynolds, by Wednesday, February 14, 2024, by mail or email at kreynolds@co.worcester.md.us.

The Commissioners and I will do our very best to ensure that the financial resources available to the County are allocated in a manner, which will bring about the best possible service to all of the people.

Sincerely,

Anthony W. Bertino, Jr.
President

POCOMOKE CITY, MARYLAND



February 14, 2024

Honorable Anthony W. Bertino, Jr., President
Board of County Commissioners
County Government Center, Room 1103
One West Market St., Snow Hill, MD 21863 - 1195

Dear President Bertino:

Thank you for the opportunity to present Pocomoke City's budget request for funding in FY 2025. We are appreciative of the funding support that Worcester County has provided to the City in past years, and we look forward to continuing to work with the County on matters of common interest in the coming fiscal year.

For Unrestricted Grant funding, Pocomoke City requests \$540,750.00 to support ongoing operations in Public Works, Police, Water and Wastewater, and Community/Economic Development. This reflects a 5% increase over the prior year's request. These funds would serve to provide critical general fund dollars that support all of the above mentioned facets of City operations, particularly given the continued rise in the cost of materials, equipment, fuel and energy, vehicles and supplies.

We request any additional funding available for EMS and Fire operations in the amount of \$81,900.00, again primarily due to the rising costs associated with staffing shortages and the need for overtime and on-call compensation required to cover 24/7 operations, and to support the City's participation in the County's policy related to out-of-town calls for service.

Regarding FY 2025 Restricted Infrastructure Grant Fund awards to municipalities, the City requests a grant award of \$ \$48,317.00 for minor electric and HVAC upgrades to the Log Cabin, Pocomoke City's iconic and historic gathering place situated along the banks of the Pocomoke River.

With that, on behalf of the Mayor and Council of Pocomoke City, please allow me to express our appreciation to the Worcester County Commissioners for your kind consideration of this funding request. We look forward to continuing our productive working relationship with the Worcester County Commissioners in FY 2025.

Sincerely,

John C. Barkley

John C. Barkley,
City Manager

ITEM 10

GRANTS TO TOWNS - FY2025 Request - Pocomoke City

	<u>Pocomoke City FY24 Approved</u>	<u>Pocomoke City FY25 Request</u>
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	465,000	465,000
Unrestricted Grant Increase Requested		75,750
Infrastructure Grant	49,959	48,317
(1) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	640,895	968,507
Supplemental Cnty Grant EMS to provide level fund	136,601	-
Restricted Fire Grant	75,000	91,000
	1,367,455	1,648,574
* Cnty Grant Vol. Fire Dept - based on code	239,323	265,957
(2) Supplemental Cnty Grant Vol. Fire Dept	10,677	-
Sub-Total County Grants & Debt	1,617,455	1,914,531
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	283,020	304,247
* Liquor License Distribution	7,031	9,375
	290,051	313,622
<u>Ambulance Grant calculated FY2024 rates based on CY2022 runs</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,075	32,085
* Fire Co. Aid-State Pass Thru Towns-est	2,725	617
TOTAL	\$ 1,946,806	\$ 2,265,355

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2025 rates based on CY2023 runs

(2) Fire Grant supplement approved from General Fund FY14-FY24



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

February 7, 2024

Mayor

Zack Tyndall

Vice President

Dean Burrell

Council Members

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

Town Attorney

David Gaskill

Town Administrator

Mary Bohlen



Hon. Anthony "Chip" Bertino, President
Worcester County Commissioners
1 Market Street, Room 1103
Snow Hill, Maryland 21863

President Bertino,

On behalf of the Mayor and Council, citizens, and business community within the Town of Berlin, I thank you for the opportunity to make a funding request for the fiscal year 2025. In preparation for our meeting on Tuesday, March 5, 2024, we have included a summary of our municipal requests.

The Mayor and Council would like to request an increase in the unrestricted county grant for fiscal year 2025 of 7.5%, bringing the total grant to \$500,000. The unrestricted grant helps to offset the cost of services that the Town of Berlin provides in lieu of Worcester County providing these services.

Additionally, the Town of Berlin would like to request \$10,000 to assist with quarterly promotional videos for the downtown business district. Worcester County currently has two Destination Marketing Organizations (DMOs) through the State of Maryland with the purpose of marketing and developing tourism. The downtown businesses have requested additional promotion to help boost commerce in the Town of Berlin, and we respectfully ask the County Commissioners to join us in this effort.

Due to resident concerns pertaining to the safety of Seahawk Road, the Town of Berlin contracted with a vendor to restripe the roadway, including directional arrows, crosswalks, and no-parking zones, and a sidewalk extension with ADA landings, needed for Stephen Decatur High School and Stephen Decatur Middle School. Seahawk Road is a municipal roadway, but due to the markings needed for both schools, the cost of the project increased drastically. The Mayor and Council request the Worcester County Commissioners reimburse the Town of Berlin for the increased cost associated with striping Seahawk Road (\$12,000) and the cost of the sidewalk leading to the schools (\$4,000) in the amount of \$16,000.

The Town of Berlin is grateful for the grant provided each fiscal year by the Worcester County Commissioners and respectfully requests a total of \$526,000 in funding for fiscal year 2025. We look forward to attending your meeting, to discuss these requests in more detail and answer any questions you may have.

Respectfully,

Mayor Zack Tyndall
10 William Street
Berlin, MD 21811
(410) 641-1954

MayorZack@berlinmd.gov

**GRANTS TO TOWNS - FY2025
Request - Berlin**

	Berlin FY24 Approved	Berlin FY25 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	465,000	500,000
Striping Seahawk Rd & new sidewalk to schools	-	16,000
Tourism/Marketing promo videos business district	-	10,000
Restricted Fire Grant	223,000	221,000
	688,000	747,000
* Cnty Grant Vol. Fire Dept	239,323	265,957
(1) Supplemental Cnty Grant Vol. Fire Dept	10,677	-
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budg	869,851	1,118,465
Supplemental Cnty Grant EMS to provide level fund	152,419	-
	1,272,270	1,384,422
Sub-Total County Grants & Debt	1,960,270	2,131,422
Tourism Marketing On-Behalf	4,500	4,500
<u>SHARED REVENUES</u>		
* Income Tax	555,360	597,012
* Liquor License Distribution	20,438	23,000
	575,798	620,012
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,075	32,085
* Fire Co. Aid-State Pass Thru Towns-est	10,711	11,500
TOTAL	\$ 2,583,354	\$ 2,799,519

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY24

(2) Ambulance Grant calculated FY2025 rates based on CY2023 runs



MAYOR AND COUNCIL OF SNOW HILL

February 14, 2024

Mr. Anthony W. Bertino, Jr., President
Worcester County Commissioners
One West Market Steet
Snow Hill, Maryland 21863

Dear Mr. Bertino:

Thank you for the opportunity to present our request for county funding for Fiscal Year 2024-25. I always like to mention that it is refreshing that the Worcester County Commissioners understand that municipal residents are county citizens, too, and that you generously provide this opportunity for all of our citizens to share in addressing the needs of our greater community. Serving as the county seat for Worcester County places Snow Hill in a unique category as the municipality that provides the governmental services necessary to support various county functions from courts and county administration to public health and safety to public schools, water and sewer, parks and recreation and other infrastructure. As such, many of those who visit Snow Hill for county services gain their first impressions of Worcester County by the image we present in our Town. Accordingly, we share a mutual interest in having the Town put its best foot forward in offering a warm welcome to our visitors and citizens alike.

Our letter this year closely follows the path of recent budget priorities and we appreciate the Unrestricted Grant contribution to Town services that the county traditionally provides. We also acknowledge with thanks the Payment in Lieu of Taxes and the sharing of Table Game Revenues that have become a staple of our budget planning.

Additionally, this year we are renewing our request for your consideration of additional funding to begin addressing some of the historic flooding issues at Byrd Park that plague Town residents and visitors, as well. Last year, a grant-funded comprehensive study by Davis, Bowen & Friedel of the tremendous flooding problems associated with the park indicated that some \$3.5 million will ultimately be necessary to take control of severe drainage and flooding and protect the Park for succeeding generations of visitors. Our goal is to address the first three of five actions outlined by the Study to start the process of saving the Park. We are also again appealing for your help in restoring the basketball courts at Byrd Park, enjoyed by so many from our greater community.

Accordingly, our requests for this year are as follows:

UNRESTRICTED GRANT: \$500,000

The Town appreciates the \$500,000 in unrestricted county grant funds provided in the current budget and we respectfully ask that level funding be continued into the next fiscal year.

PAYMENT IN LIEU OF TAXES: \$250,000

The current \$250,000 payment from the county included \$50,000 to implement the first phase of our Bikeways Feasibility Study. With your support, we were able to add another \$100,000 to that amount with funding from the Tri-County Council of the Lower Eastern Shore. These first steps will provide for improved safe biking in support of accessing our business district with an eye on expansion to the county recreation complex and Shad Landing State Park. We ask that you continue with level funding with the PILOT with the same \$50,000 commitment to the next step in the bikeways implementation plan. This project has made considerable progress over the last two years and there is renewed energy being devoted to a connecting path between South Washington Street and the county facilities at John Walter Smith Park. Maintaining the \$50,000 earmarked for bikeways will help us continue that effort.

TABLE GAMERE VENUE: \$48,317 (equivalent to 10% of table game revenue)

The current budget provided \$49,959 as an “infrastructure grant” available upon presentation of receipts indicating work has been performed. We ask that the contribution be continued based on 10% of the revenue generated by table games at Ocean Downs. The amount noted herein was provided by your office and actually indicates a slight decrease in funds.

BYRD PARK GRANT: \$163,742

Byrd Park is a beautiful, 15-acre natural spot along the banks of the scenic Pocomoke River that has become a venerated community gathering place for sports, leisure, family gatherings, picnics, festivals and other events that provide access to fishing and boating, whether by motor boat, canoe, kayak, pedal boats and the like. It has become truly more than simply a “Town” park. Byrd Park attracts people from all over the county and region who come there to enjoy and take advantage of the many attractions it provides. However, the Park is also known for tremendous flooding challenges that threaten to diminish if not ultimately destroy its availability as a valued community resource.

Two years ago, the Town of Snow Hill commissioned a master drainage and flooding study from Davis, Bowen & Friedel to attempt to identify strategies to literally save the Park. The study found that it could take as much as \$3.5 million to fully address and overcome the challenges as they exist today. The study recommended five distinct projects, each with an estimated cost, to implement the plan. They range from \$17,745 for step one to \$3,151,875 for step five. In consulting with our engineers, we feel that we might accomplish the first three steps, with county support, described as follows:

Step One: \$17,745 for maintenance of existing stormwater management facilities and

installation of check valves.

Step Two: \$45,370 for re-grading low areas

Step Three: \$35,627 for construction of stormwater features (bioswales, vegetative buffers and rain barrels).

We are further asking for your support to completely replace the existing basketball courts that are in a deteriorating condition for an amount of \$ 65,000 . Again, we offer the position that the Park and all of its attractions are a valuable resource for a much wider constituency than merely the citizens of Snow Hill and we respectfully seek your endorsement of our request.

Thank you once again for your time and consideration. As colleagues in the business of providing services to our constituents, we realize that our needs and demands far exceed our ability to address in total. But we also understand that by pooling our resources and working collaboratively, we can achieve so much to enhance the quality of life of our residents and make our citizens proud to call Snow Hill and Worcester County our home. We look forward to continuing to work with you and your staff in meeting our obligations to our citizens and we will see you on March 5th to discuss these matters in person. In the meantime, if you have any questions or need of additional information, please do not hesitate to contact Town Manager Pollitt.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael Pruitt", written over a faint circular stamp.

Michael Pruitt
Mayor

Cc: Kimberly Reynolds
County Budget Office

**GRANTS TO TOWNS - FY2025
Request - Snow Hill**

	Snow Hill FY24 Approved	Snow Hill FY25 Request
<u>COUNTY GRANTS TO TOWNS</u>		
Unrestricted Grant	500,000	500,000
Other Grants - in lieu	200,000	200,000
Other Grants - in lieu Bikeways Plan	50,000	50,000
Byrd Park Grant - Stormwater Plan		98,742
Byrd Park Grant - Replace Basketball Courts		65,000
Infrastrure Grant	49,959	48,317
Restricted Fire Grant	97,000	75,000
	896,959	1,037,059
* Cnty Grant Vol. Fire Dept	239,323	265,957
(1) Supplemental Cnty Grant Vol. Fire Dept	10,677	-
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	731,985	855,712
Supplemental Cnty Grant EMS to provide level fund	141,791	18,064
	1,123,776	1,139,733
Sub-Total County Grants & Debt	2,020,735	2,176,792
Tourism Marketing On-Behalf	4,500	4,500
Ambulance Grant calculated FY2025 rates based on CY2023 runs		
<u>SHARED REVENUES</u>		
Income Tax	176,220	189,437
* Liquor License Distribution	4,688	8,000
	180,908	197,437
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,075	32,085
* Fire Co. Aid-State Pass Thru Towns-est	2,260	2,200
TOTAL	\$ 2,240,478	\$ 2,413,014

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY24

(2) Ambulance Grant calculated FY2025 rates based on CY2023 runs



TOWN OF OCEAN CITY

The White Marlin Capital of the World

February 14, 2024

Mr. Anthony W Bertino Jr
President
Worcester County Commissioners
Government Center
One West Market Street – Room 1103
Snow Hill, MD 21863-1195

RE: Worcester County Grant Request FY25

Dear Honorable President Bertino and Distinguished Worcester County Commissioners:

The Mayor and Council look forward to meeting with the County Commissioners to discuss grants for FY25. In order to allow you time to prepare for our meeting, please find the summation of our requests.

The undesignated grant we receive from Worcester County helps to offset the cost of services that Ocean City provides in lieu of the County providing these services. From FY 22 to FY 23, the County increased the undesignated grant by 2.5%, even though CPI for calendar 2022 was 6.5%. CPI increased another 3.4% by the end of calendar 2023, yet the grant did not increase at all. The total CPI increase for this two-year period was 9.9%. The Town requests that the undesignated grant be increased 7.4% in FY 25 to offset the total CPI increase over the past two years. An increase of 7.4% would equate to \$198,428. We would also request your consideration that the CPI be the benchmark for increases to this grant in future budgets.

We would also like to thank you for other grants we receive and request that the grants for Tourism, Recreation, OCDC, the Convention Bureau, and the Park and Ride continue to be funded at the same level they were funded in FY24.

We would like to again thank the Commissioners for recognizing our concerns with regard to the cost to Ocean City taxpayers of providing EMS service to the West Ocean City area and working with the town to develop a formula to fully fund and reimburse the town for providing this essential service. We would again request that this formula be applied in the FY25 Budget. The total cost to provide this service in 2023, over and above grants received and revenue collected, was \$823,794. We would request a grant in the amount of \$823,794 to cover these

P.O. Box 158, Ocean City, Maryland 21843-0158 | oceancitymd.gov | City Hall: (410) 289-8221 | Fax: (410) 289-8703

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

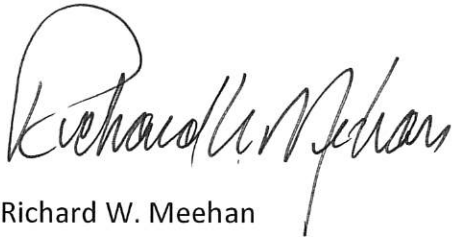
Diana L. Chavis, CMC

costs and your agreement to continue to utilize this same formula to cover the cost of providing this service in calendar year 2024. We have included a breakdown of the actual costs to provide the West Ocean City Service. You should note that calls for service in West Ocean City now account for 22% of our total EMS calls.

Lastly, The Ocean City Bomb Squad provides services to both Ocean City and Worcester County. They are requesting to purchase a digital X-ray system to ensure the ability to properly perform their mission. The estimated cost of this DR system is \$65,000. We would respectfully request that this be a cost shared equally between Ocean City and Worcester County. I have attached a memo from Ocean City Fire Marshall Josh Bunting outlining this expense. We also believe it would be a good practice for the Town and the County to look for other practical ways that both equipment and costs could be shared between the Town and the County.

In closing, we believe the above requests are reasonable and important and we look forward to meeting with you to discuss our requests.

Respectfully,



Richard W. Meehan
Mayor

**Cost of Career Division Response to West Ocean City:
Actual for FY 23**

Calls for Service to West Ocean City:	
Calendar 2023 Emergency Medical Calls	1,441
Total Career Division Calls for Service	6,452
% of West OC Response to Total	22.33%
Total Career Division FY 23 Expenses	9,739,899
% of Budget for West Ocean City Response (22.33%)	2,175,325
West Ocean City Patient Revenue Collected	392,614
Worcester County Grants for Ambulance Service:	
730 credit runs @ \$760 per run	554,800
711 non-transports @ \$190 per run	135,090
Additional Supplement for Runs (.2233 x total rec'd)	31,817
Per Paramedic Funding (.2233 of total received)	130,407
Personnel Supplement (.2233 x total)	42,427
Ambulance Funding (.2233 of total received)	55,825
Mileage supplement .2233 x \$38,292	8,551
Total Worcester County Grants Received for West OC	958,917
Total Revenue Received for West OC Calls	1,351,531
Town of Ocean City Contribution to West OC Calls	823,794



TOWN OF OCEAN CITY

The White Marlin Capital of the World

February 14, 2024

From: Josh Bunting, Ocean City Fire Marshal
MEMO: X-Ray System Purchase

The Ocean City Bomb Squad, as one of approximately 460 FBI-Accredited bomb squads in the US, provides services to Ocean City and Worcester County. This includes responses for special event/VIP protection details, suspicious package/improvised explosive device response, as well as law enforcement support in the cases of bomb threats and hostage/barricade subjects. The use of portable X-ray technology by trained bomb technicians is a critical component of bomb squad operations and required for FBI accreditation.

In 2009, Ocean City purchased a computed radiography (CR) X-ray system (at an original cost of ~\$30,000), which replaced an antiquated system originally purchased in the early 2000s. This CR technology is no longer being manufactured, as the industry has been moving to fully-digital X-ray systems (DR). Anticipating the need for repair parts for our outdated system, Ocean City accepted a donation in early 2023 of an outdated/shelved CR X-ray system from PG County bomb squad who's extensive Homeland Security Grant Program and Baltimore/Washington UASI (Urban Areas Security Initiative) funding allowed them to upgrade to multiple digital systems a number of years ago. We also purchased an upgraded x-ray source in 2022 for approximately \$7500, to attempt to spread the needed system upgrade cost out. While the CR system donation allowed for a safety-net for parts that could be used to maintain the existing system, we recognize the need to catch up to the bomb technician industry standard with the planned purchase of a digital X-ray system in the near future to ensure our ability to continue to properly perform the mission for Ocean City and Worcester County. The estimated cost for the DR system is ~\$65,000.

MAYOR

Richard W. Meehan

CITY COUNCIL

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J. Franklin Knight
Carol Proctor
Will Savage

CITY MANAGER

Terence J. McGean, PE

CITY CLERK

Diana L. Chavis, CMC

GRANTS TO TOWNS - FY2025
Request - Ocean City

	Ocean City FY24 Approved	Ocean City FY25 Request
COUNTY GRANTS TO TOWNS		
Ocean City Unrestricted Grant	2,681,457	2,681,457
Unrestricted Grant Grant increase 7.4%		198,428
Convention Bureau	50,000	50,000
Recreation Grant	100,000	100,000
Tourism Marketing	400,000	400,000
Other Grants - Park & Ride	80,000	80,000
Public Safety - OC Bomb Squad digital X-ray system	-	65,000
Downtown Redevelopment	125,000	125,000
Restricted Fire Grant	195,000	227,000
	3,631,457	3,926,885
Ocean City MOU Additional Request	-	-
Sub-Total	3,631,457	3,926,885
(1) Ambulance Grant ***Included in 1105 budget	1,691,260	2,288,791
(1) EMS Services to WOC	354,212	823,794
Supplemental Cnty Grant EMS to provide level fund	287,007	-
* Cnty Grant Vol. Fire Dept-General Fund Bgt	239,323	265,957
(2) Supplemental Cnty Grant Vol. Fire Dept	10,677	-
DEBT SERVICE FOR BENEFIT OF OCEAN CITY		
Beach Maintenance-DNR Fund	490,000	490,000
	3,072,479	3,868,542
Sub-Total County Grants & Debt	6,703,936	7,795,427.00
Tourism Marketing On-Behalf	270,000	270,000
SHARED REVENUES		
* Income Tax	1,762,200	1,894,365
* Bingo License Receipts	2,000	2,000
* Liquor License Distribution	310,000	325,000
	2,074,200	2,221,365
STATE AID PASS THRU		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,075	32,085
* Fire Co. Aid-State Pass Thru Towns-est	34,833	34,833
TOTAL	\$ 9,115,044	\$ 10,353,710

* Mandated by State or County Code

(1) Ambulance Grant calculated FY2025 rates based on CY2023 runs

(2) Fire Grant supplement approved from General Fund FY14-FY24



OCEAN PINES ASSOCIATION, INC.

239 Ocean Parkway • Ocean Pines, Maryland 21811
Telephone: 410-641-7717 • Fax: 410-641-5581

February 16, 2024

Ms. Kim Reynolds, Budget Officer
Worcester County Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear Ms. Reynolds:

This request is being submitted to you in accordance with the letter dated January 3, 2024 from President Anthony Bertino, Jr. President Bertino asked that the Ocean Pines Association provide details on funding requests to assist with developing the Worcester County Budget for the coming fiscal year.

The 8,482 properties within Ocean Pines include a year-round population of approximately 12,000 which represents a significant percentage of the overall county population. In addition to the county residents that live and own property in Ocean Pines, the Association shares the use of its physical assets with thousands of guests who come to the area to visit each year. These physical assets include eighty-two miles of road, associated bridges, five pools, a golf course, several restaurants, and numerous parks and playgrounds. Additional services that the Association provides to the residents of the county when they are in Ocean Pines include public safety services and various recreation programming that include classes for physical fitness and wellness, educational forums, along with children's camps and other activities.

The summary information noted above is the general reference regarding our request for funding. We believe the Commissioners and other members of the leadership team recognize the Association for the asset that it is to the County through its consideration of funding for this upcoming year.

As we have requested in the past, and to align with the County's budget structure, our requests fall into three categories: Public Safety, Roads and Bridges, and Parks and Recreation.

Public Safety

The County has consistently provided grant funding for the dedicated purpose of supporting the Ocean Pines Police Department. We appreciate this financial support and request that the County continue to provide a level of funding commensurate with the importance of this public safety service.

The annual report submitted by the Ocean Pines Police Department shows the number of calls in 2023 for mutual aid and assisting other agencies including joint agency operations at 562 and a total number of calls for service at 9,807. These service calls generated by citizens and police personnel in the field included both criminal and non-criminal incidents. Your help in providing much needed funding is imperative to meet the related and growing needs for recruitment, training, and time.

To assist us in meeting the current and increasing demands on our police force, we respectfully request Public Safety funding in the form of a grant in the amount of \$550,000 and ask for your consideration.

Roads & Bridges

The 82 miles of roads in Ocean Pines carry the traffic load for thousands of both resident and non-resident vehicles every day. Along with the responsibility to maintain 4 bridges to comply with the appropriate safety standards, we also have 387 drainage pipes that cross under existing roads. As that infrastructure is more than 50 years old, much of it is in dire need of replacement. We must also maintain each of the residential driveway pipes throughout our community.

This past year Ocean Pines has taken a more aggressive approach in maintaining our roadways and repairing drainage pipes. Specific plans have been developed and work is being done in these areas in conjunction with those plans. If funding from the County were to be made available, these projects could continue, and we would be able to alleviate road and drainage problems that currently impact many of our property owners. Also, should the County open any discussions regarding available Casino funds and the impact associated with the establishment of table games, Ocean Pines would be very interested in participating in the hopes that we could potentially share benefits with the County residents in Ocean Pines if such funding became available.

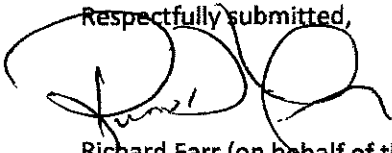
To assist us in meeting the infrastructure needs of our portion of the county, we respectfully request funding in the amount of \$150,000 and ask for your consideration.

Parks & Recreation

Our Recreation & Parks Department operates seven days a week, year-round, to meet the needs of our residents, visitors, and tourists. We offer many no-fee amenities and activities, including concerts and movies in the park, holiday events, basketball courts, soccer fields, playgrounds, a skate park, walking trails and other special event programs that are open to the public and well attended by residents and non-residents alike. However, there are considerable maintenance and operations costs associated with these "free" amenities; most of which is considerably borne by the residents.

To assist us in continuing to execute high-quality events and programming for the community at-large and our visiting guests to the county, we respectfully request Recreation & Parks funding in the amount of \$40,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Farr", written over a large, stylized circular flourish.

Richard Farr (on behalf of the Ocean Pines Board of Directors)
President, Ocean Pines Association, Inc.

**GRANTS TO TOWNS - FY2025
Request - Ocean Pines Association**

	Ocean Pines FY24 Approved	Ocean Pines FY25 Request
<u>COUNTY GRANTS TO TOWNS</u>		
** County Street Grants By Agreement	161,425	195,866
Infrastructure - Roads & Bridge Repairs		150,000
Recreation Grant		40,000
Tourism		
Police Aid	550,000	550,000
Restricted Fire Grant	61,000	51,000
	772,425	986,866
* Cnty Grant Vol. Fire Dept	239,323	265,957
(1) Supplemental Cnty Grant Vol. Fire Dept	10,677	-
(2) Ambulance Grant- Vol Fire Co ***Included in 1105 Budget	670,205	825,499
Supplement to provide level funding	110,238	-
	1,030,443	1,091,456
Sub-Total County Grants & Debt	1,802,868	2,078,322
<u>STATE AID PASS THRU</u>		
* Fire Co. Aid-State Pass Thru Vol Fire-est	32,075	32,085
TOTAL	\$ 1,834,943	\$ 2,110,407

** In Roads Dept Budget

* Mandated by State or County Code

(1) Fire Grant supplement approved from General Fund FY14-FY24

(2) Ambulance Grant calculated FY2025 rates based on CY2023 runs

TEL: 410.632.1320
FAX: 410.632.3031

ITEM 11
MD RELAY SER.: 1.800.735.2258



Board of Elections

Worcester County

100 Belt Street
Snow Hill, Maryland
21863-1310

MEMO

To: Worcester County Commissioners

From: Worcester County Board of Elections

Date: 2/29/2024

Subject: Backup Early Voting Site Agreement

Commissioners,

We'd like to request to use the Board room as a backup early voting site on the dates of 10/23/2024 to 10/31/2024.

We've used this facility in the past as a backup site and it's worked out every time. We're hoping we can do it again.

If approved, please sign the MOU and send back to me.

Thank you,

Terron Pinder
terrion.pinder@maryland.gov

MEMORANDUM OF UNDERSTANDING

THIS M.O.U. is made as of the 20th day of February 2024, by and between the Worcester County Board of Elections (hereinafter referred to as the "Board") and the Worcester County Government Center (hereinafter referred to as the "WCGC").

RECITALS

WHEREAS, The Board desires to locate an Early Voting Center site at the Worcester County Government Center, 1 W Market St, Snow Hill, MD 21863 for Worcester County's 2024 Presidential General election; and

WHEREAS, the WCGC is willing to permit the access and use of the Meeting Room at the facility for use as an Early Voting Center site;

NOW, THEREFORE, it is agreed between the parties as follows:

- I. The WCGC shall provide the use of and access to the WCGC Meeting Room listed below for use as an Early Voting Center site for the 2024 Presidential election.
- II. The WCGC hereby agrees to the following:
 - A. General conditions:
 1. The Board shall have the exclusive use of and access to the Meeting Room identified in this agreement for an early voting site for the 2024 Presidential election, on the following dates and times, and at such other dates and times as deemed necessary by the Board in its discretion and upon reasonable notice:

General Election Early Voting Days: October 24 through October 31, 2024

Location: Meeting Room

- a. Setup of early voting: Wednesday, October 23 (all day)
- b. Early Voting conducted: Thursday, October 24 thru Thursday, October 31, 2024 (including Saturday and Sunday, October 26 and October 27)

Early Voting Hours:

- a. Daily setup by election judges, staff: 6:00 a.m.
- b. Early Voting hours: 7:00 a.m. to 8:00 p.m.
- c. Closing Early Voting each night: @ 9 p.m.
- d. Closing Early Voting on final night:
@ 10 p.m. (or after all the equipment is removed by the state's designated moving company vendor)

B. Compensation

1. The WCGC agrees to not charge the Board a rental fee. The WCGC may charge Board for cost of additional staff hourly expenses of early voting site (including maintenance personnel and their overtime, if applicable) at the amounts set by the WCGC (please provide a cost estimate hereto).

ITEM 11

2. The WCGC will provide a line-item invoice of any additional expenses.
3. The WCGC and Board will agree in advance to an estimate of additional staff hour expenses and agree in advance of the staff positions (housekeeping, security, attendant) to be used or needed.
4. The Board agrees to cover all additional and reasonable expenses of early voting site for utilities and telecommunications, which the WCGC may incur.
5. The Board does not anticipate incurring any catering costs.

C. The WCGC hereby:

1. Authorizes the Board to enter the WCGC, at a mutually agreed date and time, to install and test equipment and telecommunications connections before early voting and remove equipment and connections after early voting, which will be at the Board's expense, and on such dates and at such times, during regular business hours, as deemed necessary by the Board in its discretion and upon reasonable notice to include necessary time after voting hours for voters to finish voting, clean-up, break down, etc. in connection with voting duties.
2. Authorizes the Board to install such temporary measures as it deems necessary to improve access to the WCGC for voters with disabilities prior to the Early Voting periods, said temporary measures to remain in place during the early voting dates.
3. Authorizes the Board to post such signage as it deems necessary to designate parking and walkways for voters who are disabled, and said signage is to remain in place during the early voting periods.
4. Agrees to provide the Board with a copy of its policies and procedures for inclement weather and other emergency situations within 60 days of full execution of this Agreement;
5. Agrees to work with the Board to determine whether the Board or WCGC is responsible for providing appropriate services in case of inclement weather or other emergency situations. The WCGC and Board will cooperate to address inclement weather or other emergency situations with the following guidelines:
 - a. In the event of a serious rainstorm, ice storm or snowstorm, the Board will contact the WCGC to immediately clear sidewalks, steps, and the parking lot and to keep same clear of snow and ice. In the event that the WCGC closes due to a weather-related issue, the meeting rooms shall remain open for the sole purpose of early voting unless and until the Governor closes the polls or changes the polling place hours.
 - b. In the event of a bomb threat, electrical blackout or chemical threat, the Board will cooperate with the WCGC by moving the polling place to an alternate site, if the Board determines that such a move is required.

ITEM 11

6. Within 60 days of the date of full execution of this Agreement, WCGC shall provide the Board with a copy of the facility's disaster recovery plan, if available. The Board will review the WCGC's disaster recovery plan and work with the WCGC with any areas of concern to mutually resolve.
7. Authorizes the Board to establish a "no electioneering zone" during early voting in accordance with federal, state and local election laws (100 feet from entrance);
8. Authorizes the Board to allow exit polling within the "no electioneering zone".
9. Shall provide security camera coverage during non-early voting hours and provide the names and titles of all individuals who have a key to the Meeting Room where the voting equipment will remain during non-early voting hours. Access to the rooms where the voting equipment is located during non-voting hours shall be prohibited without a member of the Board present unless there is an emergency, and in such event, shall advise the Board immediately.
10. Shall provide a general description of existing building security (such as alarms and closed-circuit or Internet accessible cameras) and names of guards at the facility, if applicable. The Board may work with the WCGC to allow adding any additional temporary security measures during the early voting period, at the Board's expense.
11. Shall provide two points of contact for the WCGC that the Board may use during early voting (including non-early voting hours) and an alternate emergency contact, contact information to include cell phone, email address and home telephone number. The Board shall also provide two points of contact for use by the WCGC.
12. Shall provide wireless radio for contact with WCGC Maintenance Department.
13. Shall allow such signage within the WCGC and otherwise on WCGC property as deemed necessary by the Board in accordance with state election guidelines.
14. Shall permit electioneering on WCGC property outside of the 100 foot "no electioneering zone", including placement of candidates' signs and other election activity. WCGC to provide notice of where signs, tents and canopies cannot be placed.
15. Shall permit the Board to place signage directing voters to the designated parking areas, including handicapped parking.
16. Shall permit the Board to use the Meeting Room to keep the voting units in overnight, and to place locks and tamper-tape seals on the WCGC door, during the Early Voting period.
17. Authorizes the Board to take any action that may be required in connection with the federal, state and local election laws.

IN WITNESS WHEREOF, the Board and the WCGC have caused this Agreement to be executed in duplicate by its following authorized officer or agent.

For the WCGC:

By: _____
Signature of authorized officer or agent

Printed name: _____

Title: _____

Date: _____

For the Board:

By: Patricia Jackson
Signature of authorized officer or agent

Printed name: Patricia Jackson

Title: Director

Date: February 20, 2024

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: February 16, 2024
SUBJECT: 2024 Consolidated Transportation Program Letter

Attached for the Commissioner's review and comment is the draft 2024 Consolidated Transportation Program (CTP) priority letter addressed to the Maryland Department of Transportation (MDOT). Each year, the County sends a letter to MDOT and the local State Delegation outlining our priorities to the State's transportation network. All projects from last year are included on the list with the exception of the pedestrian crossing at MD 589 and Manklin Creek which is currently under construction. I recommend keeping all requested improvements on the list until they are fully funded for construction. I also recommend we continue to meet with MDOT at the Summer MACo conference (August 14 – 17, 2024) to discuss these projects with them in person.

Lastly, Public Works reached out to the incorporated municipalities of Ocean City, Berlin, Snow Hill, and Pocomoke to solicit any requests they may have for MDOT. We have received the attached priority letters from Ocean City, Snow Hill, and Berlin which I recommend we include in our submittal to MDOT.

Attachments

cc: Chris Clasing
 File

February 16, 2024

Mr. Paul J. Wiedefeld, Secretary
Maryland Department of Transportation
7201 Corporate Center Drive
Hanover, MD 21076

RE: State Transportation Priorities in Worcester County for 2024

Dear Secretary Wiedefeld:

Thank you for the opportunity to present Worcester County's transportation priorities at the upcoming Consolidated Transportation Program tour this fall. In advance of that meeting, shown below is the list of projects we would like to discuss with you and the MDOT team during the tour and at the summer MACO conference in Ocean City, August 14 – 17, 2024.

DUALIZE MD 90

Traffic congestion on MD 90 continues to worsen. Ocean City has become a year round tourist destination and development on the north end of Worcester County continues to see record growth in new home and business construction. MD 90 needs to be dualized to address the increased traffic demands. Worcester County recognizes full dualization is a major capital project with a prolonged timeline for completion.

In addition, it is requested MDOT review the possibility of the short term interim improvement of strengthening and widening the shoulders of MD 90 while full dualization is pursued. The shoulders of MD 90 are too narrow and too thin to support sustained vehicular traffic. As such, during most routine maintenance operations by SHA, MD 90 is placed into a flagging operation or one lane is shut down entirely because the presence of the median guardrail. Traffic quickly backs up and significant delays are encountered. By widening and strengthening the shoulders to support temporary vehicular traffic, it will reduce the need to fully close a travel lane during maintenance or emergency response activities. It is believed this short term improvement could be undertaken quickly while long range planning, permitting, design, and construction moves forward towards full dualization.

DUALIZE MD 589

The north end of Worcester County has experienced significant growth over the last decade and the MD 589 corridor has become heavily congested at all times of the year. More people are living in Ocean Pines year round than ever before and commercial development is increasing. Congestion and delay issues along MD 589 are at or are approaching failing conditions as the road network reaches maximum capacity. MD 589 needs to be dualized to address the congestion issues and increasing safety concerns as additional residents come to the area.

NEW DRAWBRIDGE ON US 50 ENTERING OCEAN CITY

Similar to MD 90, traffic congestion on US 50 continues to worsen. In recent years, there have been several incidents of the existing drawbridge getting stuck. With Ocean City serving as a year round tourist destination, the US 50 drawbridge needs to be replaced with a more reliable structure and one that can accommodate the increasing traffic congestion issues.

SIGNALIZE THE INTERSECTION AT MD 611 & MD 376

During tourist season, MD 376 experiences significant delays and queuing as eastbound traffic waits to turn left onto northbound MD 611. There are several traffic generating businesses north of the intersection (ex. Frontier Town Campground & Water Park, Eagle's Landing Golf Course, Ocean City Airport) as well as numerous residential and commercial developments. The steady stream of traffic to and from Assateague Park does not allow for adequate gaps for traffic to enter onto MD 611. The intersection needs to be signalized to reduce the delay and congestion on MD 376, even if using a seasonal signal operation similar to what was approved for MD 611 and Golf Course Road several years ago.

SIGNALIZE THE INTERSECTION AT MD 367 & MD 368 (BISHOPVILLE)

GPS applications such as Google Maps and Waze are sending increasing amounts of traffic down MD 367 and MD 368 as an alternate route to MD 90 instead of the more appropriate and better suited route of US 113. MD 367 & MD 368 are two lane, two way roads intended more to serve residential traffic, not the volume of tourist traffic currently being experienced. Local residents and visitors to the area are getting stuck on MD 368 north bound as they try to turn left on MD 367 west bound. The intersection needs to be signalized to reduce delay and congestion.

SIGNALIZE THE INTERSECTION AT US 13 & MD 366 (POCOMOKE)

Worcester County is requesting MDOT upgrade the intersection of US 13 and MD 366 in Pocomoke from the existing intersection control beacon to a full traffic signal. Over the years, there have been multiple crashes at the intersection, including twenty (20) between January 1, 2017 and December 31, 2021. All 20 crashes were angle collisions. There have also been multiple crashes this past year, 2022, which have not yet been recorded in the State's crash data but have been experienced by residents of Pocomoke. US 13 is a divided highway at this intersection with a crossing distance of 160 feet. For comparison, the intersection of US 13 and MD 364 (2.3 miles north of MD 366) has a crossing distance of 120 feet and it is signalized. In addition, US 13 & MD 366 is located on a horizontal curve and there is a grade change when approaching the intersection westbound which creates sight distance issues.

SIGNALIZE THE INTERSECTION AT US 50 & MD 610

Worcester County is requesting MDOT upgrade the intersection of US 50 and MD 610 to a full traffic signal similar to what was recently completed at the intersection of US 50 and Sixty Foot Road in Wicomico County. US 50 and MD 610 is a highly traveled intersection which has experienced numerous crashes over the years. Several years ago, the intersection received lane marking revisions to enhance northbound traffic's line-of-sight as it crosses westbound US 50. Despite the revisions, crashes continue to occur due to the sight distance issue and the high prevailing speed of US 50. MD 610 is a major north-south corridor, connecting US 50 to US 113 and is routinely used by both local commuters and tourists. In addition, there is a major campground on the southeast corner which acts as a traffic generator during tourist season.

CONSTRUCT SAFETY IMPROVEMENT ON US 113 NEAR CORKERS CREEK

The corridor of US 113 near Corker's Creek has several crashes between January 1, 2019 and November 30, 2022, including 1 fatal crash. The prevailing crash patterns are night time crashes where vehicles have left the road. Worcester County is requesting the installation of guard rail and roadway lighting through the corridor to address the safety concerns of residents in the area.

ELIMINATE FLOODING ON MD 12 NORTH OF SNOW HILL

MD 12 north of Snow Hill floods even during moderate rain events. High water signs have been installed and are left in place year round. The road is lower than surrounding properties and there are no drainage structures to relieve flooding. MD 12 is a designated evacuation route that is impassible during large storms (when the route is needed the most) due to the flooding. The road needs to be raised with drainage structures added to keep the road passable and clear during storm events.

CONSTRUCT DEDICATED RIGHT TURN LANE ON SOUTH BOUND ST. MARTINS NECK ROAD AT MD 90

Thanks to GPS apps like Google and Waze, more and more out of town traffic is being directed down St. Martin's Neck Road as a way to bypass traffic slowdowns on US 113 and MD 90. During tourist season traffic backs up as people wait to make left turns off of south bound St. Martin's Neck Road onto east bound MD 90. Currently there is only one south bound lane at the intersection. Local residents wanting to turn right onto west bound MD 90 must wait in long queues. A south bound right turn lane needs to be constructed to better facilitate traffic wanting to head west bound on MD 90.

CONSTRUCT APS/CPS FOR PEDESTRIANS TO CROSS US 113 AT MD 346

The intersection of US 113 and MD 346 in Berlin has sidewalks, handicap ramps, and crosswalks on the east and west sides of the intersection but is lacking the necessary amenities for pedestrians to safely cross US 113. APS/CPS and crosswalks need to be added to the north leg of the intersection.

DEVELOP AN ACCESS MANAGEMENT STRATEGIC PLAN FOR THE MD 611 CORRIDOR

Residential and commercial development on MD 611 is increasing. There is concern that if the growth continues, traffic congestion will become similar to what is currently experienced on MD 589. An access management plan needs to be developed for the corridor in order to provide a consistent and clearly understood approach as to the placement of access points, traffic signals, access roads, lane designations, pedestrian & bicycle amenities, and right-of-way needs. Future residential & commercial businesses can then reference and use the plan when developing the layout of their developments.

CONSTRUCT SHARED USE PATH ON MD 611 FROM US 50 TO ASSATEAGUE PARK

The recent completion of the shared use path on US 50 in West Ocean City has been received and used by the public with great success. Worcester County is requesting SHA begin planning for an extension of the existing path to connect the West Ocean City area to Assateague State Park. With the volume of traffic on MD 611, the numerous traffic generating destinations along the corridor, and MDOT's goal of promoting multimodal travel, extension of the path to one of the largest traffic and tourist generating destinations in Worcester County is a logical project. A phased approach for design and construction could be used to make the project more financially feasible similar to the approach used for the shared use path on MD 413 in Somerset County.

UPDATE THE BATHROOMS AT THE MARYLAND STATE LINE - US13 - POCOMOKE WELCOME CENTER

MDOT is responsible for maintaining the bathrooms at the Maryland State Line welcome center on US 13 in Pocomoke. The bathrooms have deteriorated and are outdated. As a visitor's first impression into Maryland and Worcester County, the facilities need to be updated to improve the function and aesthetics.

Lastly, Worcester County has received the attached priority letters from Ocean City, Snow Hill, and Berlin which we are including in this submittal to MDOT.

Thank you for your attention to these matters. If you should require any additional information or you should have any questions or concerns with regards to these matters, please feel free to contact me or Weston Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino Jr.
President

cc: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
Dallas Baker, Director of Public Works
Chris Clasing, Deputy Director of Public Works
Jennifer Keener, Director of Development, Review, and Permitting
Michael Pruitt, Mayor, Snow Hill

Zack Tyndall, Mayor, Berlin
Richard W. Meehan, Mayor, Ocean City
Mark Crampton, D-1 District Engineer, SHA
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto



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

January 23, 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,

A handwritten signature in blue ink that reads "Anthony W. Bertino, Jr." The signature is fluid and cursive.

Anthony W. Bertino, Jr.
President

cc: Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles Otto
SHA District 1 Engineer Mark Crampton



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

January 23, 2024

Mayor

Zack Tyndall

Vice President

Dean Burrell

Council Members

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

Town Attorney

David Gaskill

Town Administrator

Mary Bohlen

Hon. Anthony “Chip” Bertino, President
Worcester County Commissioners
1 Market Street, Room 1103
Snow Hill, Maryland 21863

President Bertino,

I am writing on behalf of the Mayor and Council, citizens, and business community within the Town of Berlin to respectfully ask the Worcester County Commissioners to add the following projects to their list of State Transportation Priorities for 2024. The following projects are critical to improving the safety of our community and are not listed based prioritization of the requested project:

- PEDESTRIAN BRIDGE ACROSS RT. 113 at RT. 376 (BAY STREET)
 - The creation of RT. 113 divided the Town of Berlin. Residents who live west of RT. 113 have access to the town’s only grocery store, healthcare providers, Town Hall, and Worcester County library without having to cross a major highway. However, the residents who live east of RT. 113 lack safe access to these vital services. The intersection of RT 113. and RT. 376 is also perceived by residents as unsafe due to incidents from the past. Currently, this intersection is the only marked crosswalk along RT 113 in Berlin for residents to travel between neighborhoods. The Town of Berlin is requesting a pedestrian bridge to help improve pedestrian safety and increase interconnectivity between the neighborhoods and districts in town.
- TRAFFIC SIGNAL RT. 50 and RT. 818 (NORTH MAIN STREET)
 - The intersection of RT. 50 and RT. 818 (North Main Street) serves as one of the primary entrances to the Town of Berlin. Due to increased traffic along RT. 50 and growth in the area, the safety of this intersection is of concern for our community. The Town of Berlin requests the installation of a traffic light to improve safety for those who live, work in, and visit our town.
- SIDEWALKS RT. 346 (OLD OCEAN CITY BOULEVARD) - FROM SUNLIGHT LANE TO RT. 818 (MAIN STREET) and FROM RT. 818 (MAIN STREET) to RT. 377 (WILLIAM STREET)
 - The residents of Sunlight Lane currently do not have safe pedestrian access to Main Street. Residents are forced to walk on the roadway and share travel lanes with vehicular traffic.

- SIDEWALKS RT. 346 (OLD OCEAN CITY BOULEVARD) - FROM RT. 818 (MAIN STREET) to RT. 377 (WILLIAM STREET)
 - The Town of Berlin has several new businesses opening along the Rt. 346 corridor between Main Street and William Street. Unfortunately, there are no sidewalks in place along this section of roadway. Pedestrians are forced to share the roadway with vehicular traffic. Recently, the Town of Berlin police department and the Berlin Fire Company responded to an accident along this section of Rt. 346 where a pedestrian was hit by a vehicle.
- IMPROVE TRAFFIC FLOW AND SAFETY AT INTERSECTION OF RT. 818 (NORTH MAIN STREET) and RT. 346
 - Currently, the intersection of RT. 818 and RT. 346 is a four-way intersection with flashing lights. However, due to increased traffic at this intersection, confusion occurs and often creates unsafe conditions. The Town of Berlin would like to work towards a solution that improves traffic flow and safety at this intersection.
- CROSSWALKS – RT. 818, RT. 374, RT. 376, RT. 377, and RT. 346
 - The Town of Berlin has completed an inventory of sidewalks along the State Highways within municipal limits where yellow ADA pads already exist. In an effort to improve pedestrian safety and walkability, the Town of Berlin would like to have crosswalks painted connecting the yellow ADA pads that are already installed.

The Town of Berlin continues to be committed to working with the Maryland Department of Transportation to improve pedestrian safety along the state highways in town limits. We are prioritizing the addition of crosswalks along several state highways throughout the Town, including RT. 818, RT. 374, RT. 376, RT. 377, AND RT. 346. Many roadways already have ADA pads on the sidewalks, but lack painted crosswalks. Without painted crosswalks on the road, motorists do not give pedestrians the right of way, creating unsafe conditions for those on sidewalks.

The Town of Berlin greatly appreciates the Commissioner's consideration regarding the addition of these projects to the State Transportation Priorities in Worcester County for 2024.

Respectfully,



Mayor Zack Tyndall
10 William Street
Berlin, MD 21811
(410) 641-1954
MayorZack@berlinmd.gov



MAYOR AND COUNCIL OF SNOW HILL

February 7, 2024

Mr. Dallas Baker Jr., P.E.
 Director of Public Works
 Worcester County
 6113 Timmons Road
 Snow Hill, MD 21863

Dear Mr. Baker:

On behalf of the Mayor & Town Council of Snow Hill, Maryland, we appreciate the opportunity to contribute our local priorities for inclusion in Worcester County's submission of needed projects to the Maryland Department of Transportation for the Consolidated Transportation Program for 2024. Our recommendations center around the following issues:

- **Route #12 Flooding & Drainage**

The entrance to Snow Hill on State Route #12 has been historically challenged for generations by flood waters caused by a rising Pocomoke River due to weather and tidal events that cover the road, reaching depths that require road closure to all traffic. It has sometimes been necessary, even, for the Town of Snow Hill emergency responders to station equipment on the western side of the bridge to be able to respond to needs in that portion of their service area. We realize the solution to this problem will be comprehensive and expensive but we must continue to encourage the State to make this a priority for public safety and to delay further deterioration of the road structure.

We would respectfully ask the State to consider the installation of high-resolution cameras at strategic locations, accessible to the public electronically, clearly displaying street conditions and flood conditions at the approach to the Rt. 12 bridge entering the Town. Having such a tool would give people real-time warning of challenges to bridge access and allow them time to find alternative routes to enter Snow Hill.

The Town also continues to experience historic flooding of Market Street and intersections in the area of Byrd Park and the Julia A. Purnell Museum. The overflows to the streets caused by the rise in water levels of the Pocomoke River cause safety concerns and challenges to property and health when heavy flooding occurs. Your attention to these concerns would be greatly appreciated by the entire Town.

One long-term but permanent solution to the problem would be the construction of a new crossing of the river, creating a by-pass of town, intersecting with State Route #113 north of Snow Hill. While this may generate discussion from some of the commercial interests

downtown, there would be a safety benefit there, as well, with the elimination of most of the heavy truck traffic that is currently forced to traverse downtown to the Rt.#12 bridge.

- Safe streets on State roads and highways

We again ask consideration by the State Highway Administration of new signage, painted crosswalks, speed bumps or humps in selected locations along roadways under their jurisdiction. We constantly receive questions and complaints from the public about pedestrian safety and speeding traffic along portions of Washington Street, Market Street, Church Street and others. The Town asks that SHA meet with our staff to review the State street system in Snow Hill and collaborate on ways to improve public safety at these locations.

- Signage warning heavy truck drivers about the use of “Jake Brakes” in Town limits

The Town government and Police Department are constantly receiving complaints from residents about the use of “Jake Brakes” and the noise and disruption they bring to the surrounding neighborhoods. We repeat our request that signs be placed on State routes entering Town, prohibiting the use of “Jake Brakes”.



- Finally, we respectfully encourage our colleagues at the Department of Transportation to always honor the needs and requests of our sister communities across Worcester County.

Thank you once again for the opportunity to share our thoughts with the county commissioners and the State Department of Transportation. If we can provide any additional information or be of service to you going forward, please do not hesitate to ask.

Sincerely,



Michael Pruitt
Mayor

Cc: Town Council



TOWN OF OCEAN CITY

The White Marlin Capital of the World

February 7, 2024

Mr. Dallas Baker
Director of Public Works
Worcester County
6113 Timmons Rd
Snow Hill, MD 21863

RE: Consolidated Transportation Program Request 2024

Dear Mr. Baker:

Thank you for the opportunity to offer input on Worcester County's Consolidated Transportation Program Priority letter to the Maryland Department of Transportation.

Ocean City's highest priority remains the full dualization of Maryland Rt. 90 for its full length from Rt 50 to Rt 528 (Coastal Hwy). Not only has congestion on Rt 90 worsened over the years, but more frequent breakdowns of the aging Rt 50 drawbridge have placed additional stress on the Rt90 access. In addition, because Rt 90 is a two-lane highway with a barrier, even relatively minor accidents can close the entire highway in one or both directions. This has caused delays in emergency transport and left Ocean City without ambulances on occasion as all are tied up in traffic either transporting to the hospital or attempting to reenter Ocean City from the hospital. Rt 90 also functions as a primary evacuation route off the island.

Understanding that dualization for the entire length of RT90 is no longer being considered by the State Highway Administration, Ocean City does support the State Highway's proposed dualization from Rt 528 (Coastal Highway) to Rt 113 along with shoulder hardening from Rt 113 to Rt 50. We believe this will have a significant positive impact on traffic flow, emergency vehicle response times and evacuation times.

Ocean City's next priority is the replacement of the Rt 50 Drawbridge for the same reasons outlined in the 2022 letter. The frequency of draw span malfunctions increases each year causing major traffic disruptions. When the draw span is operating properly, the delays caused by the regular half hour openings are the major source of congestion in the Ocean City downtown area. A new reliable draw bridge with a taller clearance would reduce the frequency of openings and help ease congestion on both sides of the bridge.

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, MMC

Ocean City would also request that the State Highway evaluate the intersection of RT 50 and 611. Specifically, the east bound left turn lane into the White Marlin Shopping Center consistently stacks up beyond its length. This results in stopped left movement traffic at the signal overflowing into the travel lanes and blocking through traffic on Rt 50.

Ocean City fully supports all of Worcester County's other requests in the 2023 letter. We particularly recognize the need to dualize Rt 589 given the growth along this corridor.

Thank you again for your consideration and cooperation in moving these important projects forward. If you have any questions or concerns, please feel free to contact me anytime.

Sincerely,



Terence J. McGean, PE
City Manager

cc: Mayor Richard W. Meehan
City Council Members
Public Works Director Hal Adkins
City Engineer Paul Mauser
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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: February 27, 2024
RE: Adoption of the 2021 Building Codes

On or before May 29, 2024, all local jurisdictions in the state are required to enforce the 2021 Building Codes which have been adopted by the Maryland Department of Labor as the Maryland Building Performance Standards. The Maryland Building Performance Standards (MBPS) includes the 2021 versions of the International Building Code (IBC), the International Residential Code (IRC) and the International Energy Conservation Code (IECC). The Maryland Building Performance Standards requirements are attached as Title 09 – Maryland Dept of Labor – Maryland Building performance Standards. Therefore, we have drafted the attached resolution for your review and consideration. It is our intention to establish May 29, 2024, as the effective date, which will allow us time to properly notify the local builders of the changes so that they can be prepared for the transition.

Jurisdictions may modify certain aspects of these codes based upon local conditions, which is done by resolution. We are prohibited from weakening the Energy Code, Maryland Accessibility Code, residential sprinkler requirements, and wind design listed in the State adopted codes. Any local amendments must be completed and submitted to the State at least 15 days before the effective date of the amendment, or if by emergency adoption, within 5 days after the local amendment.

If a jurisdiction does not adopt any local amendments, then all provisions of the state code will apply. This would negatively impact our constituents, as we make certain modifications that will benefit them, such as but not limited to, applying the building code to structures at or above 500 square feet rather than 200 square feet; extending the building permit expiration date to one year with allowable extensions consistent with the zoning code rather than 180 days; and historically we have exempted the provision for an additional one foot of freeboard above base flood elevation.

As we have done in the past, any complete permit application submittals received prior to the May 29, 2024, effective date will be reviewed and approved under the current 2018 IRC, IBC and IECC codes. Permits must be issued within six months or compliance with the 2021 codes will be required. Issued permits will then follow the permit implementation timeframes under § ZS 1-115 - one year from date of issuance to obtain an approved foundation inspection; two years from the date of issuance to obtain substantial completion; and prior to expiration, a property owner may request an additional third and final year to complete the work and receive a Certificate of Use and Occupancy.

We have identified the most significant changes to the 2021 codes as follows:

1. The new codes incorporate an increase in energy efficiency related requirements including:
 - a. Under the prescriptive pathway, residential structures will be subject to increased insulation thickness in the ceiling and wall areas as well as increased thermal efficiency of doors and windows. Specifically, ceiling insulation R values increase to 60 (from 49) and wall to 30 (from 20). In addition, owners/contractors will be required to select additional energy improvement options - higher efficiency HVAC, more efficient water heating equipment, building envelope efficiency improvements, or improved ventilation equipment.
 - b. Alternatively, under the performance pathway, the prior 2018 IRC insulation levels (49 ceiling and 20 wall) may be installed, but the owner/builder must add additional energy conservation systems/components to achieve a 6% efficiency improvement. The State has published a list of additional energy features such as adding high performance windows, high performance HVAC systems, solar systems, decreased building leakage rates, and/or energy efficient appliances (specific Energy Star requirements).
 - c. Energy code compliance will require additional third-party certifications. The 2021 Energy Code requires third party testing of building ventilation in addition to the building tightness testing. Lighting is required to be high efficacy, with motion or dimmer switches required in most locations for residential structures. Commercial buildings will require building envelope testing, HVAC testing and certification by a third party for energy code compliance.
2. Fire-rated doors between garages and the dwelling shall be self-latching and self-closing.
3. Vapor retarder thickness is increasing to 10 mil from 6 mil under concrete slabs.
4. Additional residential (2021 IRC) safety item changes include skylight glass retention systems, ceiling heights frame limits, emergency escape openings, window fall protection, smoke/carbon monoxide alarm locations, and wind bracing.
5. Commercial (2021 IBC) code changes include revised occupancy classifications, fire safety, means of egress, accessibility, building envelope, structural certification (for high-risk buildings), window/door assemblies and foundation construction.
6. Deck standards are now included in the 2021 IRC. Previously, decks were included in a separate standard.

As always, I will be available to discuss this matter with you and the Worcester County Commissioners at the upcoming meeting.

RESOLUTION NO. 24 - ____

**A RESOLUTION ESTABLISHING LOCAL AMENDMENTS
TO THE MARYLAND BUILDING PERFORMANCE STANDARDS
FOR WORCESTER COUNTY, MARYLAND**

WHEREAS, pursuant to State law the Maryland Codes Administration has established the 2021 International Building Code and 2021 International Residential Code, et al, as the Maryland Building Performance Standards by COMAR Regulation 09.12.51; and

WHEREAS, each local jurisdiction within the State must enforce these Standards within twelve months of the State’s adoption of these codes; and

WHEREAS, local jurisdictions may make local amendments to modify the provisions of the Standards to address conditions peculiar to the local jurisdiction’s community; and

WHEREAS, the County Commissioners have determined it necessary and appropriate to amend said Standards to carry forward certain local amendments to prior building codes and to ensure consistency with other regulations, both state and local.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following local amendments to the Maryland Building Performance Standards are hereby adopted:

IRC CODE AMENDMENTS

1) R105.2 Work exempt from permit is amended to read as follows:

R105.2 Work exempt from the submission of construction plans. Where permits are required by the terms of other Public Local Law for various construction activities, construction plans shall not be required for the following.

Building:

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1,829 mm) high.
3. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet in area, not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by section R311.4.

2) R105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.

3) R105.5 Expiration is amended to read as follows:

R105.5 Expiration. The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.

4) R110.1 Use and occupancy is amended by the deletion of exceptions 1 and 2.

5) Table R301.2 Climatic and Geographic Design Criteria is amended by the insertion of the following building design parameters:

Ground snow load – 20 pounds per square foot

Wind design speed/topographic effect – 125 mph/no topographic effect, exposure C.

Seismic design category – A

Subject to damage from:

Weathering – Severe

Frost line depth – 18 inches

Termite – Moderate to Heavy

Winter design temperature – 18 degrees

Ice barrier underlayment required – No

Flood Hazard – As identified by the FIRM maps, Effective July 16, 2015.

Air freezing index – 250

Mean annual temperature – 56 Degrees Fahrenheit

- 6) R318.1 Subterranean termite control methods is amended to read as follows:

R318.1 Subterranean termite control methods. In areas subject to damage from termites as indicated by table R301.2(1), methods of protection shall employ a physical barrier as provided in Section R318.3 or construction utilizing cold-formed steel framing in accordance with Sections R505.2.1 and R603.2.1. Additional methods of protection as required by Section R318.3 shall use as least one of the following:

1. Chemical termiticide treatment, as provided in Section R318.2.
2. Termite baiting system installed and maintained according to the label.
3. Pressure-preservative-treated wood in accordance with the provisions of Section R317.1.
4. Naturally durable termite-resistant wood.

- 7) R322. Flood resistant construction is deleted in its entirety and replaced with the following:

R322. Flood resistant construction. For flood-resistant construction regulations, refer to the Building Regulations Article, Title 2 Construction Regulations, Subtitle III Floodplain Management, of the Code of Public Local Laws of Worcester County, Maryland.

- 8) R403.1.1 Minimum size is amended by the addition of the following sentence at the end of the section: In no case shall the footing be less than 20 inches in width and 10 inches in thickness with a minimum compressive strength of 2500 pounds per square inch and contain no less than two pieces of #4 reinforcement bar laid longitudinally throughout the entire footing.

- 9) R403.1.4 Minimum depth is amended to read as follows:

R403.1.4 Minimum depth. All exterior footings shall be placed at least 18 inches below the finished exterior grade. Where applicable, the depth of footings shall also conform to Section R403.1.4.1.

- 10) Appendices E – Manufactured Housing and K – Sound Transmission are specifically adopted.

IBC CODE AMENDMENTS

- 1) [A] 105.2 Work exempt from permit is amended to read as follows:

[A] 105.2 Work exempt from the submission of construction plans. Where permits are required by the terms of other Public Local Laws for various construction activities, construction plans shall not be required for the following.

Building:

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1,829 mm) high, except for a barrier at a commercial swimming pool.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theatre sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 liters) and are installed entirely above ground.

- 9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- 10. Swings and other playground equipment accessory to one- and two-family dwellings.
- 11. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support of Groups R3 and U occupancies.
- 12. Nonfixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.

2) [A] 105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.

3) [A] 105.5 Expiration is amended to read as follows:

[A] 105.5 Expiration. The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.

4) Pursuant to Section .06 Application of Standards, Subsection C., of the Maryland Building Performance Standards, COMAR 09.12.51 as amended from time to time, Worcester County shall be added the list of Counties whereby the standards for agricultural buildings used for agritourism are modified pursuant to the standards contained therein.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage and shall apply to all building permit applications accepted for submittal on or after May 29, 2024.

PASSED AND ADOPTED this _____ day of _____ 2024.

Title 09
MARYLAND DEPARTMENT OF LABOR
Subtitle 12 DIVISION OF LABOR AND INDUSTRY
Chapter 51 Maryland Building Performance Standards

Authority: Public Safety Article, §§12-503, 12-507(a)(2), 12-508(g), and 12-510(d), Annotated Code of Maryland

.01 Title.

This chapter shall be known and may be cited as the Maryland Building Performance Standards Regulations.

.02 Purpose and Scope.

The purpose of this chapter is to adopt the International Building Code (IBC), the International Residential Code (IRC), and the International Energy Conservation Code (IECC), as may be modified by the Department, as the Maryland Building Performance Standards, which will provide reasonable protection to the public against hazards to life, health, and property, and to establish the policies and procedures associated with the operation of a data base that contains the Standards, the local amendments, and other related information.

.03 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) Agricultural Building.

(a) "Agricultural building", for purposes of Regulation .06B of this chapter only, means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products.

(b) "Agricultural building" does not include a place of human residence.

(2) Agritourism.

(a) "Agritourism" means tourism of agricultural farms and buildings by members of the general public for recreational, entertainment, or educational purposes for which tourists may or may not pay fees.

(b) Agritourism includes the following activities, when performed by a tourist:

(i) Viewing rural activities, farming, ranching, and wine making;

(ii) Viewing natural, historical, and cultural resources; and

(iii) Harvesting agricultural products.

(3) "Building" has the meaning and interpretation set forth in the International Building Code.

(4) "Codes Administration" means the Building Codes Administration, an administration within the Department.

(5) "County" means any of the 23 counties of the State and the Mayor and City Council of Baltimore.

(6) "Department" means the Maryland Department of Labor.

(7) "High performance home" has the meaning stated in Public Safety Article, §12-509(a), Annotated Code of Maryland.

(8) Hotel.

(a) "Hotel" means an establishment that offers sleeping accommodations for compensation.

(b) "Hotel" does not include a bed and breakfast establishment.

(9) "IBC" means the International Building Code, as incorporated by reference in this chapter.

(10) "ICC" means the organization known as the International Code Council.

(11) "Local amendment" means:

(a) An amendment to the Standards that has been adopted by a local jurisdiction in accordance with applicable local laws and regulations; and

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(b) A copy of the amendment has been provided to the Department for inclusion in the data base within the following time period:

- (i) At least 15 days before the effective date of the amendment, or
- (ii) In the case of an emergency adoption of an amendment, within 5 days of the emergency amendment's adoption.

(12) "Local jurisdiction" means the county or municipality responsible for implementation and enforcement of the Maryland Building Performance Standards.

(13) "Master control device" means:

- (a) A control that is activated when a person enters the room through the primary room-access method; or
- (b) An occupancy sensor control that is activated by a person's presence in the room.

(14) "MBPS" or "Standards" means the Maryland Building Performance Standards established by these regulations.

(15) "Municipality" means a municipal corporation subject to the provisions of Article XI-E of the State Constitution.

(16) "Person" means an individual, corporation, partnership, association, or any other legal entity authorized to do business in the State.

(17) "Structure" has the meaning and interpretation set forth in the IBC.

.04 Incorporation by Reference.

A. In this chapter, the following documents are incorporated by reference:

- (1) 2021 International Building Code (International Code Council);
- (2) 2021 International Residential Code for One- and Two-Family Dwellings (International Code Council); and
- (3) 2021 International Energy Conservation Code (International Code Council).

B. Modifications to the International Building Code.

(1) Chapter 1. Add note to Chapter 1 of the IBC: Local jurisdictions are responsible for the implementation and enforcement of the Maryland Building Performance Standards. Refer to each local jurisdiction for local amendments to Chapter 1 of the IBC. Each local jurisdiction having authority shall establish, on or before the application date in Regulation .06 of this chapter, implementation and enforcement procedures that include:

- (a) Review and acceptance of appropriate plans;
- (b) Issuance of building permits;
- (c) Inspection of the work authorized by the building permits; and
- (d) Issuance of use and occupancy certificates.

(2) Chapter 1. Add to Exception in Section 101.2 Scope the following:

(a) Exception: 2. Existing buildings undergoing repair, alterations or additions, and change of occupancy shall comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58; and

(b) Exception: 3. Maintenance of residential structures and premises shall comply with the Minimum Livability Code COMAR 09.12.54.

(3) Chapter 1. Delete the Section 101.2.1 Appendices and replace with the following:

101.2.1 Appendices: The provisions in the Appendices C Group-U Agricultural Buildings, G Flood-Resistant Construction, and H Signs are adopted as part of the IBC.

(4) Chapter 9. Add note to Section 901.1 Scope Fire protection system requirements of Chapter 9 may be concurrently covered in the State Fire Prevention Code, Public Safety Article Title 6 and Title 9, Annotated Code of Maryland, and COMAR 29.06.01. The State Fire Prevention Code is enforced by the State Fire Marshal or authorized fire official.

(5) Chapter 10. Add note to Section 1001.1 General: Means of egress requirements of Chapter 10 may be concurrently covered in the State Fire Prevention Code, Public Safety Article, Title 6, Annotated Code of Maryland, and COMAR 29.06.01. The State Fire Prevention Code is enforced by the State Fire Marshal or authorized fire official.

(6) Chapter 11. Chapter 11 of the IBC related to accessibility requirements is hereby replaced with the Maryland Accessibility Code set forth in COMAR 09.12.53. A local jurisdiction may adopt and enforce the requirements of Chapter 11 of the IBC to the extent the requirements meet or exceed the requirements set forth in COMAR 09.12.53.

(7) Chapter 24. The requirements for safety glazing set forth in Public Safety Article, Title 12, Subtitle 4, Annotated Code of Maryland, are in addition to Chapter 24, Section 2406 of the IBC related to safety glazing. In the event of a conflict between Chapter 24 of the IBC and the Annotated Code of Maryland, the requirements of the Annotated Code of Maryland prevail.

(8) Chapter 27. ELECTRICAL. Add note to Section 2701.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable electrical requirements, refer to the local electrical code and the National Electrical Code as adopted and enforced by the State Fire Marshal, authorized fire officials, or building officials pursuant to the provisions of Public Safety Article, Title 12, Subtitle 6, Annotated Code of Maryland.

(9) Chapter 28. MECHANICAL SYSTEMS. Add note to Section 2801.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the mechanical systems, refer to the local mechanical code and the mechanical code adopted pursuant to the provision of Business Regulation Article, §9A-205, Annotated Code of Maryland.

(10) Chapter 29. PLUMBING SYSTEMS. Add note to Section 2901.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the plumbing systems, refer to the local plumbing code and the plumbing code adopted pursuant to the provisions of Business Occupations and Professions Article, Title 12, Annotated Code of Maryland.

(11) Chapter 30. The provisions of Chapter 30 of the IBC relate to elevators and conveying systems and are in addition to and not instead of the requirements set forth in Public Safety Article, Title 12, Subtitle 8, Annotated Code of Maryland. In the event of a conflict between the IBC and the Annotated Code of Maryland, the provisions of the Annotated Code of Maryland prevail.

(12) Any rehabilitation work undertaken in an existing building as defined in COMAR 9.12.58 shall comply with the requirements of Maryland Building Rehabilitation Code set forth in COMAR 09.12.58.

(13) Modify Section 308.5.1 Classification as Group E. At the end of Section 308.5.1, add “Exception: A childcare facility may be classified as I-4 when the facility is classified as a day care occupancy under the State Fire Prevention Code.”

(14) Modify Section 406.2.7 Electric vehicle charging stations and systems. Delete “Accessibility to electric vehicle charging stations shall be provided in accordance with Section 1107.”

(15) Modify Section 411.5 Puzzle room exiting. Delete item 3 and replace with “3. All exits and exit access doors from each puzzle room shall be open and readily available upon activation by the automatic fire alarm system, automatic sprinkler system, a manual control at a constantly attended location and shall have a readily accessible control located inside each puzzle room.”

(16) Modify Section 510.2 Horizontal building separation allowance with the following:

(a) Delete condition 4; and

(b) Condition 7. Replace “grade plane” with “lowest level of fire department vehicle access”.

(17) Modify Section 907.2.1.1 System initiation in Group A occupancies with an occupant load of 1,000 or more with the following:

(a) Replace section title with “System initiation in Group A occupancies with an occupant load of 300 or more; and

(b) Replace “1,000” with “300”.

(18) Modify Section 1004.8 Concentrated business use areas. Add “nail salons,” after “call centers,” and before “trading floors,”.

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C. Modifications to the International Residential Code for One- and Two-Family Dwellings:

(1) Chapter 1. Scope and Administration:

(a) Delete the Section 102.5 Appendices and replace with the following:

102.5 Appendices: The provisions in the Appendices AF Radon Control Methods and AQ Tiny Houses are adopted as part of the IRC;

(b) Add to Exception in Section 101.2 Scope the following:

(i) Exception: 2. Existing buildings undergoing repair, alterations or additions, and change of occupancy that comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58; and

(ii) Exception: 3. Maintenance of residential structures and premises shall comply with the Minimum Livability Code COMAR 09.12.54.

(2) ENERGY. Chapter 11. ENERGY EFFICIENCY.

(a) Modify Section N1101.13.15 Additional energy efficiency, add “4. For buildings complying with Section N1102.1.3.1, the structure shall also comply with the additional energy features in Section N1108.3.”

(b) Modify Section N1102.1.1 Above code programs. Add to the end of Section N1102.1.1, “Compliance with the Silver Rating of the ICC/ASHRAE 700-2015 National Green Building Standard as codified in §12-509(a) of the Annotated Code of Maryland shall be considered to be in compliance with this code.”

(c) Modify Section N1102.1.3:

(i) Add new “N1101.1.3.1 Maryland Alternative R-value. Assemblies with R-value of insulation materials equal to or greater than that specified in Table N1102.1.3.1 shall be an alternative to the U-factor in Table N1102.1 when combined with Section N1108.3. The provisions of Section N1108.2.1 shall be applied to the base model house to establish the reference base design establishing energy efficiency.”; and

(ii) Add the following table:

Table N1102.1.3.1 (R402.1.3.1)										
MD Alternative Insulation Minimum R-Values and Fenestration Requirements by Component ^a										
Climate Zone	Fenestration U-Factor ^{b,1}	Skylight ^b U-Factor	Glazed Fenestration SHGC ^{b,c}	Ceiling R-Value	Wood Frame Wall R-Value ^e	Mass Wall R-Value ^h	Floor R-Value	Basement ^{e, g} Wall R-Value	Slab ^d R-Value & Depth	Crawl Space ^{e, g} Wall R-Value
4 except Marine	0.30	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10ci or 13	10ci, 4ft	10ci or 13
5	0.30 ¹	0.55	0.40	49	20 or 13+5 ^h	13/17	30	15ci or 19 or 13 + 5ci	10ci, 4ft	15ci or 19 Or 13 + 5ci

For SI: 1 foot = 304.8 mm.

ci = continuous insulation.

^a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall be not less than the R-value specified in the table.

^b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestrations. Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

^c. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13 & 5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

^d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

^e. There are no SHGC requirements in the Marine Zone.

^f. Basement wall insulation is not required in Warm Humid locations as defined by Figure R301.1 and Table R301.1.

^g. The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13 & 5” means R-13 cavity insulation plus R-5 continuous insulation.

^h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

¹. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

¹. Above 4,000 feet in elevation, or

². In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the International Residential Code.

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(d) Modify Section N1102.2.1 Ceilings with attic spaces with the following:

- (i) Add “or Section N1102.1.3.1” after “N1102.1.3” and before “requires R-49 insulation”; and
- (ii) Add “or Section N1102.1.3.1” after “N1102.1.3” and before “requires R-60 insulation”.

(e) Modify Section N1102.2.2 Ceilings without attics with the following:

- (i) Add “or Section N1102.1.3.1” after “N1102.1.3” and before “requires insulation R-values greater than R-30”; and
- (ii) Add “or N1102.1.3.1” after “N1102.1.3” and before “shall be limited to”.

(f) Modify Section N1108 Additional Efficiency Package Options:

(i) Add new Section “N1108.3 Maryland Alternative Additional Energy Efficiency Package Options. The provisions of this Section shall be applied as part of the prescriptive compliance path of Section N1102.1.3.1. Additional energy efficiencies from Table N1108.3 must be selected to meet or exceed a minimum percentage increase of 6% for climate Zone 4 and 6% for Climate Zone 5.”; and

(ii) Add the following table:

Table N1108.3 (R408.3) Additional Energy Features ¹			
	Energy Feature	Percentage Increase for Climate Zone 4	Percentage Increase for Climate Zone 5
1	≥ 2.5% reduction in total UA ⁵	1%	1%
2	≥ 5% reduction in total UA ⁵	2%	3%
3	> 7.5% reduction in total UA ⁵	2%	3%
4	0.22 U-factor windows ⁵	3%	4%
5	High performance cooling system (Greater than or equal to 18 SEER and 14 EER air conditioner) ²	3%	2%
6	High performance cooling system (Greater than or equal to 16 SEER and 12 EER air conditioner) ²	3%	3%
7	High performance gas furnace (Greater than or equal to 96 AFUE natural gas furnace) ²	5%	7%
8	High performance gas furnace (Greater than or equal to 92 AFUE natural gas furnace) ²	4%	5%
9	High performance heat pump system (Greater than or equal to 10 HSPF/18 SEER air source heat pump.) ²	6%	6%
10	High performance heat pump system (Greater than or equal to 9 HSPF/16 SEER air source heat pump.) ²	5%	5%
11	Ground source heat pump (Greater than or equal to 3.5 COP ground source heat pump.) ²	6%	8%
12	Fossil fuel service water heating system (Greater than or equal to 82 EF fossil fuel service water-heating system.)	3%	2%
13	High performance heat pump water heating system option (Greater than or equal to 2.9 UEF electric service water-heating system.)	8%	6%
14	High performance heat pump water heating system. (Greater than or equal to 3.2 UEF electric service water-heating system.)	8%	6%
15	Solar hot water heating system (Greater than or equal to 0.4 solar fraction solar water-heating system.)	6%	6%
16	More efficient HVAC distribution system. (100 percent of ductless thermal distribution system or hydronic thermal distribution system located completely inside the building thermal envelope.)	10%	12%
17	100% of ducts in conditioned space. (100 percent of duct thermal distribution system located in conditioned space as defined by Section R403.3.2.)	12%	15%

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Table N1108.3 (R408.3) Additional Energy Features ¹			
	Energy Feature	Percentage Increase for Climate Zone 4	Percentage Increase for Climate Zone 5
18	Reduced total duct leakage. (When ducts are located outside conditioned space, the total leakage of the ducts, measured in accordance with R403.3.5, shall be in accordance with one of the following: a. Where air handler is installed at the time of testing, 2.0 cubic feet per minute per 100 square feet of conditioned floor area. b. Where air handler is not installed at the time of testing, 1.75 cubic feet per minute per 100 square feet of conditioned floor area.)	1%	1%
19	2 ACH50 air leakage rate with ERV or HRV installed. (Less than or equal to 2.0 ACH50, with either an Energy Recovery Ventilator (ERV) or Heat Recovery Ventilator (HRV) installed.) ³	10%	13%
20	2 ACH50 air leakage rate with balanced ventilation. (Less than or equal to 2.0 ACH50, with balanced ventilation as defined in Section 202 of the 2021 International Mechanical Code.) ⁴	4%	5%
21	1.5 ACH50 air leakage rate with ERV or HRV installed. (Less than or equal to 1.5 ACH50, with either an ERV or HRV installed.) ⁴	12%	15%
22	1 ACH50 air leakage rate with ERV or HRV installed. (Less than equal to 1.0 ACH50, with either an ERV or HRV installed.) ⁴	14%	17%
23	Energy Efficient Appliances (Minimum 3 appliances not to exceed 1 form each type with follow efficiencies. Refrigerator - Energy Star Program Requirements, Product Specification for Consumer Refrigeration Products, Version 5.1 (08/05/2021), Dishwasher - Energy Star Program Requirements for Residential Dishwashers, Version 6.0 (01/29/2016), Clothes Dryer - Energy Star Program Requirements, Product Specification for Clothes Dryers, Version 1.1 (05/05/2017) and Clothes Washer - Energy Star Program Requirements, Product Specification for Clothes Washers, Version 8.1 (02/05/2018)	7%	5%
24	Renewable Energy Measure. ⁴	11%	9%

¹ Energy efficiency percentage increases as established by PNNL.
² For multiple cooling systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the cooling design load. For multiple heating systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the heating design load. Increases to minimum efficiency requirements are limited to one selection.
³ Minimum HRV and ERV requirements, measured at the lowest tested net supply airflow, shall be greater than or equal to 75 percent Sensible Recovery Efficiency (SRE), less than or equal to 1.1 cubic feet per minute per watt (0.03 m³/min/watt) and shall not use recirculation as a defrost strategy. In addition, the ERV shall be greater than or equal to 50 percent Latent Recovery/ Moisture Transfer (LRMT).
⁴ Renewable energy resources shall be permanently installed that have the capacity to produce a minimum of 1.0 watt of on-site renewable energy per square foot of conditioned floor area. The installed capacity shall be in addition to any onsite renewable energy required by Section R404.4. To qualify for this option, one of the following forms of documentation shall be provided to the code official:
^a Substantiation that the RECs associated with the on-site renewable energy are owned by, or retired on behalf of, the homeowner.
^b A contract that conveys to the homeowner the RECs associated with the on-site renewable energy or conveys to the homeowner an equivalent quantity of RECs associated with other renewable energy.
^c Reduction in total UA from lines 1, 2 or 3 and higher performance windows from line 4 are limited to a single selection.

(3) MECHANICAL. Chapter 12. MECHANICAL ADMINISTRATION. Add note to Section M1201.1 Scope: The subject matter of chapters 12 through 24 is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the mechanical systems, refer to the local mechanical code and the mechanical code adopted pursuant to the provisions of Business Regulation Article, §9A-205, Annotated Code of Maryland.

(4) PLUMBING. Chapter 25. PLUMBING ADMINISTRATION. Add note to Section P2501.1 Scope: The subject matter of chapters 25 through 33 is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the plumbing systems, refer to the local plumbing code and the plumbing code adopted pursuant to the provisions of Business Occupations and Professions Article, Title 12, Annotated Code of Maryland.

(5) ELECTRICAL. Chapter 34. GENERAL REQUIREMENTS. Add note to Section E3401.1 Applicability: The subject matter of chapters 34 through 43 is not within the scope of the Maryland Building Performance Standards. For the applicable electrical requirements, refer to the local electrical code and the National Electrical Code as adopted and enforced by the State Fire Marshal, authorized fire officials, or building officials pursuant to the provisions of Public Safety Article, Title 12, Subtitle 6, Annotated Code of Maryland.

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(6) Modify Section P2904.1 by deleting “A backflow preventer shall not be required to separate a sprinkler system from the water distribution system, provided that the sprinkler system complies with all of the following:

- (a) The system complies with NFPA 13D or Section P2904;
- (b) The piping material complies with Section P2906;
- (c) The system does not contain antifreeze; and
- (d) The system does not have a fire department connection.”

D. Modifications to the International Energy Conservation Code.

(1) Add a note to Section C101, Scope and General Requirements: Additional requirements concerning energy conservation for buildings and structures may be required by the Energy Conservation Building Standards, Public Utilities Article, §§7-401—7-408, Annotated Code of Maryland, as amended.

(2) Add a note to Section C405.2.5 Specific Application Controls: For the new construction of hotels:

(a) Each hotel guest room shall be equipped with a master control device that automatically turns off the power to all of the lighting fixtures in the guest room no more than 30 minutes after the room has been vacated; and

(b) A master control device may also control the heating, ventilation, or air conditioning default settings in hotel guest rooms 30 minutes after a room has been vacated by:

- (i) Increasing the set temperature by at least 3 degrees Fahrenheit when in the air conditioning mode; or
- (ii) Decreasing the set temperature by at least 3 degrees Fahrenheit when in the heating mode.

(3) Modify Section R102.1.1 Above code programs. Add to the end of Section R102.1.1, “Compliance with the Silver Rating of the ICC/ASHRAE 700-2015 National Green Building Standard as codified in §12-509(a) of the Annotated Code of Maryland shall be considered to be in compliance with this code.”

(4) Modify Section R401.2.5 Additional energy efficiency add “4. For buildings complying with Section R402.1.3.1, the structure shall also comply with the additional energy features in Section R408.3.”

(5) Modify Section R402.1.3 R-Value Alternative with the following:

(a) Add new “R402.1.3.1 Maryland Alternative R-value. Assemblies with R-value of insulation materials equal to or greater than that specified in Table R402.1.3.1 shall be an alternative to the U-factor in Table R402.1.2 when combined with Section R408.3. The provisions of Section R408.2.1 shall be applied to the base model house to establish the reference base design establishing energy efficiency.”; and

(b) Add the following table:

Table R402.1.3.1										
MD Alternative Insulation Minimum R-Values and Fenestration Requirements by Component ^a										
Climate Zone	Fenestration U-Factor ^{b, i}	Skylight ^b U-Factor	Glazed Fenestration SHGC ^{b, c}	Ceiling R-Value	Wood Frame Wall R-Value ^g	Mass Wall R-Value ^h	Floor R-Value	Basement ^{c, e} Wall R-Value	Slab ^d R-Value & Depth	Crawl Space ^{c, e} Wall R-Value
4 except Marine	0.30	0.55	0.40	49	20 or 13+5 ^h	8/13	19	10ci or 13	10ci, 4ft	10ci or 13
5	0.30 ⁱ	0.55	0.40	49	20 or 13+5 ^h	13/17	30	15ci or 19 or 13 + 5ci	10ci, 4ft	15ci or 19 Or 13 + 5ci

For SI: 1 foot = 304.8 mm.
ci = continuous insulation.

^a R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall be not less than the R-value specified in the table.

^b The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestrations. Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

^c "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13 + 5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.

^d R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table.

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The slab-edge insulation for heated slabs shall not be required to extend below the slab.

^{c.} There are no SHGC requirements in the Marine Zone.

^{f.} Basement wall insulation is not required in Warm Humid locations as defined by Figure R301.1 and Table R301.1.

^{e.} The first value is cavity insulation; the second value is continuous insulation. Therefore, as an example, “13 & 5” means R-13 cavity insulation plus R-5 continuous insulation.

^{h.} Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

^{i.} A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

^{1.} Above 4,000 feet in elevation, or

^{2.} In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the International Residential Code.

(6) Modify Section R402.2.1 Ceilings with attic spaces with the following:

- (a) Add “or Section R402.1.3.1” after “R402.1.3” and before “requires R-49 insulation”; and
- (b) Add “or Section R402.1.3.1” after “R402.1.3” and before “requires R-60 insulation”.

(7) Modify Section R402.2.2 Ceilings without attics with the following:

- (a) Add “or Section R402.1.3.1” after “R402.1.3” and before “requires insulation R-values greater than R-30”; and
- (b) Add “or R402.1.3.1” after “R402.1.3” and before “shall be limited to”.

(8) Modify Section R408 Additional Efficiency Package Options:

(a) Add new Section “R408.3 Maryland Alternative Additional Energy Efficiency Package Options. The provisions of this Section shall be applied as part of the prescriptive compliance path of Section R402.1.3.1. Additional energy efficiencies from Table R408.3 must be selected to meet or exceed a minimum percentage increase of 6% for climate Zone 4 and 6% for Climate Zone 5.”; and

(b) Add the following table: Table R408.3 Additional Energy Features¹:

	Energy Feature	Percentage Increase for Climate Zone 4	Percentage Increase for Climate Zone 5
1	≥ 2.5% reduction in total UA ⁵	1%	1%
2	≥ 5% reduction in total UA ⁵	2%	3%
3	> 7.5% reduction in total UA ⁵	2%	3%
4	0.22 U-factor windows ⁵	3%	4%
5	High performance cooling system (Greater than or equal to 18 SEER and 14 EER air conditioner) ²	3%	2%
6	High performance cooling system (Greater than or equal to 16 SEER and 12 EER air conditioner) ²	3%	3%
7	High performance gas furnace (Greater than or equal to 96 AFUE natural gas furnace) ²	5%	7%
8	High performance gas furnace (Greater than or equal to 92 AFUE natural gas furnace) ²	4%	5%
9	High performance heat pump system (Greater than or equal to 10 HSPF/18 SEER air source heat pump.) ²	6%	6%
10	High performance heat pump system (Greater than or equal to 9 HSPF/16 SEER air source heat pump.) ²	5%	5%
11	Ground source heat pump (Greater than or equal to 3.5 COP ground source heat pump.) ²	6%	8%
12	Fossil fuel service water heating system (Greater than or equal to 82 EF fossil fuel service water-heating system.)	3%	2%
13	High performance heat pump water heating system option (Greater than or equal to 2.9 UEF electric service water-heating system.)	8%	6%
14	High performance heat pump water heating system. (Greater than or equal to 3.2 UEF electric service water-heating system.)	8%	6%
15	Solar hot water heating system (Greater than or equal to 0.4 solar fraction solar water-heating system.)	6%	6%
16	More efficient HVAC distribution system. (100 percent of ductless thermal distribution system or hydronic thermal distribution system located completely inside the building thermal envelope.)	10%	12%

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17	100% of ducts in conditioned space. (100 percent of duct thermal distribution system located in conditioned space as defined by Section R403.3.2.)	12%	15%
18	Reduced total duct leakage. (When ducts are located outside conditioned space, the total leakage of the ducts, measured in accordance with R403.3.5, shall be in accordance with one of the following: a. Where air handler is installed at the time of testing, 2.0 cubic feet per minute per 100 square feet of conditioned floor area. b. Where air handler is not installed at the time of testing, 1.75 cubic feet per minute per 100 square feet of conditioned floor area.)	1%	1%
19	2 ACH50 air leakage rate with ERV or HRV installed. (Less than or equal to 2.0 ACH50, with either an Energy Recovery Ventilator (ERV) or Heat Recovery Ventilator (HRV) installed.) ³	10%	13%
20	2 ACH50 air leakage rate with balanced ventilation. (Less than or equal to 2.0 ACH50, with balanced ventilation as defined in Section 202 of the 2021 International Mechanical Code.) ⁴	4%	5%
21	1.5 ACH50 air leakage rate with ERV or HRV installed. (Less than or equal to 1.5 ACH50, with either an ERV or HRV installed.) ⁴	12%	15%
22	1 ACH50 air leakage rate with ERV or HRV installed. (Less than equal to 1.0 ACH50, with either an ERV or HRV installed.) ⁴	14%	17%
23	Energy Efficient Appliances (Minimum 3 appliances not to exceed 1 form each type with follow efficiencies. Refrigerator - Energy Star Program Requirements, Product Specification for Consumer Refrigeration Products, Version 5.1 (08/05/2021), Dishwasher - Energy Star Program Requirements for Residential Dishwashers, Version 6.0 (01/29/2016), Clothes Dryer - Energy Star Program Requirements, Product Specification for Clothes Dryers, Version 1.1 (05/05/2017) and Clothes Washer - Energy Star Program Requirements, Product Specification for Clothes Washers, Version 8.1 (02/05/2018)	7%	5%
24	Renewable Energy Measure. ⁴	11%	9%

¹ Energy efficiency percentage increases as established by PNNL.
² For multiple cooling systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the cooling design load. For multiple heating systems, all systems shall meet or exceed the minimum efficiency requirements in this section and shall be sized to serve 100 percent of the heating design load. Increases to minimum efficiency requirements are limited to one selection.
³ Minimum HRV and ERV requirements, measured at the lowest tested net supply airflow, shall be greater than or equal to 75 percent Sensible Recovery Efficiency (SRE), less than or equal to 1.1 cubic feet per minute per watt (0.03 m3/min/watt) and shall not use recirculation as a defrost strategy. In addition, the ERV shall be greater than or equal to 50 percent Latent Recovery/ Moisture Transfer (LRMT).
⁴ Renewable energy resources shall be permanently installed that have the capacity to produce a minimum of 1.0 watt of on-site renewable energy per square foot of conditioned floor area. The installed capacity shall be in addition to any onsite renewable energy required by Section R404.4. To qualify for this option, one of the following forms of documentation shall be provided to the code official:
^a Substantiation that the RECs associated with the on-site renewable energy are owned by, or retired on behalf of, the homeowner.
^b A contract that conveys to the homeowner the RECs associated with the on-site renewable energy or conveys to the homeowner an equivalent quantity of RECs associated with other renewable energy.
^c Reduction in total UA from lines 1, 2 or 3 and higher performance windows from line 4 are limited to a single selection.

E. The Department encourages:

- (1) Home builders to construct new high performance homes; and
- (2) Local jurisdictions to amend these standards to allow builders to construct high performance homes.

.05 Maryland Building Performance Standards.

A. The IBC, IRC, and IECC, as modified in Regulation .04 of this chapter, shall constitute the Maryland Building Performance Standards.

B. Local Amendments.

(1) Each local jurisdiction:

- (a) May by local amendment modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community;
- (b) May adopt and amend the IGCC to be part of the Standards applicable in the local jurisdiction.
- (c) May not adopt any amendments that weaken the requirements of the IECC or Chapter 13 of the IBC;

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(d) Except as set forth in Public Safety Article, §12-504(a)(1)(iii), Annotated Code of Maryland, may not adopt any amendments that weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; and

(e) May not adopt amendments that weaken the wind design and wind-borne debris provisions contained in the Standards.

(2) If a local jurisdiction adopts a local amendment, the Standards as amended by the local jurisdiction shall apply in that local jurisdiction.

(3) If a local amendment conflicts with the provisions of the Standards, the provisions of the local amendment shall prevail in the local jurisdiction.

(4) Local amendments shall be submitted to the Department:

(a) At least 15 days before the effective date of the amendment; or

(b) In the case of an emergency adoption of a local amendment, within 5 days after the local amendment's adoption.

.06 Application of the Standards.

A. Except as provided in §§B and C of this regulation, the Standards shall apply to all buildings and structures within the State for which a building permit application is received by a local jurisdiction.

B. A local jurisdiction shall implement and enforce the Standards and any local amendments within 12 months of the effective date of any amendments by the Department to this chapter.

C. The provisions of Public Safety Article, §12-508, Annotated Code of Maryland, modify and determine the applicability of the Standards to agritourism.

.07 Utilization of Standards.

A. Central Data Base.

(1) The Department shall establish an automated central data base which shall contain or provide a link to access the following information:

(a) The Standards;

(b) Local amendments;

(c) State Fire Prevention Code and amendments to the State Fire Prevention Code promulgated by the State Fire Prevention Commission, or the State Fire Prevention Commission's successor;

(d) The fire codes adopted by the local jurisdictions and any amendments to them;

(e) The electrical code required under Public Safety Article, §12-603, Annotated Code of Maryland;

(f) Local amendments to the electrical code required under Public Safety Article, §12-603, Annotated Code of Maryland;

(g) Local code provisions that are more restrictive than the IECC as modified in Regulation .04 of this chapter and the energy code defined under Public Utilities Article, §7-401, Annotated Code of Maryland;

(h) The Maryland Building Rehabilitation Code; and

(i) Local amendments to the Maryland Building Rehabilitation Code.

(2) The Department may compile and include in the central data base:

(a) Any information provided by the local jurisdiction on the implementation and interpretation of the Standards by the local jurisdiction;

(b) Interim amendments to the IBC and IRC, including subsequent printing of the most recent edition; and

(c) Any other information the Department determines is relevant to the construction or rehabilitation of buildings and structures in the State.

(3) Software.

(a) The Department shall be responsible for the development and distribution among the local jurisdictions of software related to the operation of the central data base.

(b) Any software developed by or on behalf of the Department shall be owned by the Department, or the developer of the software.

(c) Neither the local jurisdiction nor any other user acquires any proprietary right in any of the ICC copyrighted material or ICC trademark contained in the software.

B. Voluntary Dispute Resolution.

(1) Upon the written request of a local jurisdiction and any person aggrieved by the Standards or any local amendments to them, the Codes Administration shall conduct an informal mediation or conciliation with the local jurisdiction and any person aggrieved by the Standards or any local amendments to them.

(2) The aggrieved person and the local jurisdiction shall each submit to the Codes Administration a written statement of the dispute and include any related material either party feels is appropriate. In addition to the written statement, either party may request a meeting with the other party and the Codes Administration to discuss the dispute.

(3) Within the latter to occur of 30 days of receipt of both statements of the disputed and any related material, or 30 days after a meeting conducted in accordance with §B(2) of this regulation, the Director of the Codes Administration shall issue a decision on behalf of the Department regarding resolution of the dispute.

(4) Within 15 days of the date of the decision of the Director of the Codes Administration, either party may appeal to the Secretary of the Department or the Secretary's designee, in writing. The Secretary of the Department or the Secretary's designee shall respond to the appeal within 15 days of receipt of the appeal.

(5) Neither a decision by the Codes Administration nor the Department under §B(3) or (4) of this regulation shall constitute a contested case proceeding under the Maryland Administrative Procedure Act and is not subject to the provisions of COMAR 09.01.02.

.08 Enforcement of the Standards.

Enforcement of the Standards shall be the responsibility of the local jurisdiction in which the building or structure is located.

.09 Enforcement of State Fire Code Requirements.

There is a State Fire Code, Public Safety Article 38A, §§6-101—6-602, Annotated Code of Maryland, and COMAR 29.06.01, which requires enforcement of the Fire Code by the State Fire Marshal or authorized fire official.

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Administrative History

Effective date:

Regulations .01—.09 adopted as an emergency provision effective January 13, 1995 (22:3 Md. R. 148); adopted permanently effective June 5, 1995 (22:11 Md. R. 818)

Regulation .02 amended effective October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); January 1, 2010 (36:22 Md. R. 1722)

Regulation .03B amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245); January 1, 2012 (38:24 Md. R. 1500)

Regulation .04 amended effective October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 1, 2007 (34:7 Md. R. 696); January 1, 2010 (36:22 Md. R. 1722); January 1, 2012 (38:24 Md. R. 1500); October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .04A, B amended and C adopted effective April 7, 1997 (24:7 Md. R. 552)

Regulation .04A, D amended effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05 amended effective March 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); January 1, 2010 (36:22 Md. R. 1722)

Regulation .05B amended effective October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .05C adopted effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05C repealed effective January 1, 2015 (41:25 Md. R. 1476)

Regulation .06 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245)

Regulation .06B amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .07 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507)

Regulation .07A amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .09 amended effective April 7, 1997 (24:7 Md. R. 552)

Chapter recodified from COMAR 05.02.07 to COMAR 09.12.51 effective March 25, 2019 (46:6 Md. R. 345)

Regulation .03B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .04 amended effective March 25, 2019 (46:6 Md. R. 345); May 29, 2023 (50:10 Md. R. 407)

Regulation .06B, C amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .07B amended effective March 25, 2019 (46:6 Md. R. 345)

MEMORANDUM

TO: Worcester County Commissioners
FROM: Public Information Officer Kim Moses
DATE: February 26, 2024
SUBJECT: HB1221 Battery Storage and Solar Arrays Safety Training Grant Program and Fund

Attached for your consideration is a letter supporting HB1221 Battery Storage and Solar Arrays Safety Training Grant Program and Fund, which has been scheduled for a public hearing.

Building on the commissioners' prior letter of support for HB468/SB532, establishing a Commission to Advance Lithium-Ion Battery Safety in Maryland, the letter for HB1221 supports the establishment of grants to help defray the cost of training area firefighters.

Hearings:

HB 1221 - March 8 at 1:00 p.m. (Environment and Transportation)

SB 788 (companion bill) – the hearing took place 2/21 (Budget and Taxation)

Attachments



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

February 26, 2024

Delegate C. T. Wilson
House Office Building, Room 231
Annapolis, Maryland 21401
ct.wilson@house.state.md.us

Delegate Brian M. Crosby
House Office Building, Room 231
Annapolis, Maryland 21401
brian.crosby@house.state.md.us

Dear Economic Matters Chair Delegate Wilson, Vice Chair Delegate Crosby, and members:

The Worcester County Commissioners support HB 1221 Battery Storage and Solar Arrays Safety Training Grant Program and Fund. This needed legislation will make available funds for local governments to provide vital training to area fire departments about the proper responses to and the inherent dangers of Lithium-ion battery storage facilities, which are becoming more prevalent.

Battery Energy Storage Systems can prove fatal due to potential explosions caused by thermal runaway. When this occurs, toxic chemicals are released into the air that are extremely hazardous to first responders and any other people and animals within the plume area. Quality training to address these hazards can be expensive, so the proposed funding will be vital in providing the training needed to protect our first responders. In addition, the runoff that occurs from attempting to extinguish these systems is also littered with toxic chemicals that are detrimental to the environment, and ultimately state waterways.

Because of these hazards, it is imperative that Maryland jurisdictions have the funds needed to equip local fire departments with critical information to safely respond to emergencies involving lithium-ion battery storage systems installed with solar arrays and to establish certain training and emergency response standards that assure public safety as the State of Maryland moves towards a more robust renewable energy portfolio. We thank you for considering our concerns and urge you to support HB 1221.

Sincerely,

Anthony W. Bertino, Jr.
President

cc: Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles Otto

HOUSE BILL 1221

M5, E4
HB 1100/23 – ENT & ECM

4lr2752
CF SB 788

By: **Delegates Jacobs, Anderton, Arentz, Buckel, Chisholm, Foley, Griffith, Guyton, Hartman, Holmes, Hornberger, Hutchinson, Kipke, Mangione, McComas, T. Morgan, Otto, Rose, Schmidt, and Tomlinson**

Introduced and read first time: February 8, 2024

Assigned to: Environment and Transportation and Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Battery Storage and Solar Arrays Safety Training Grant Program and Fund**

3 FOR the purpose of establishing the Battery Storage and Solar Arrays Safety Training
4 Grant Program in the Maryland Energy Administration to provide grants to the
5 Maryland Fire and Rescue Institute to train local fire departments on certain safety
6 aspects associated with lithium-ion battery storage systems installed with solar
7 arrays; requiring the Maryland Fire and Rescue Institute to consult with certain
8 entities in determining how to meet the purpose of the Program with the grants
9 awarded under the Program; establishing the Battery Storage and Solar Arrays
10 Safety Training Grant Fund as a special, nonlapsing fund; and generally relating to
11 lithium-ion battery storage systems and solar arrays.

12 BY adding to

13 Article – State Government
14 Section 9–2016 and 9–20B–05(f)(13)
15 Annotated Code of Maryland
16 (2021 Replacement Volume and 2023 Supplement)

17 BY repealing and reenacting, without amendments,

18 Article – State Government
19 Section 9–20B–05(a)
20 Annotated Code of Maryland
21 (2021 Replacement Volume and 2023 Supplement)

22 BY repealing and reenacting, with amendments,

23 Article – State Government
24 Section 9–20B–05(f)(12) and (13)
25 Annotated Code of Maryland
26 (2021 Replacement Volume and 2023 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



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

3 Article – State Government

4 9–2016.

5 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
6 INDICATED.

7 (2) “FUND” MEANS THE BATTERY STORAGE AND SOLAR ARRAYS
8 SAFETY TRAINING GRANT FUND.

9 (3) “PROGRAM” MEANS THE BATTERY STORAGE AND SOLAR ARRAYS
10 SAFETY TRAINING GRANT PROGRAM.

11 (4) “SOLAR ARRAY” MEANS A SOLAR ENERGY GENERATING FACILITY.

12 (B) THERE IS A BATTERY STORAGE AND SOLAR ARRAYS SAFETY TRAINING
13 GRANT PROGRAM IN THE ADMINISTRATION.

14 (C) THE PURPOSE OF THE PROGRAM IS TO PROVIDE GRANTS TO THE
15 MARYLAND FIRE AND RESCUE INSTITUTE TO TRAIN LOCAL FIRE DEPARTMENTS ON:

16 (1) THE DANGERS AND HAZARDS OF LITHIUM–ION BATTERY STORAGE
17 SYSTEMS INSTALLED WITH SOLAR ARRAYS; AND

18 (2) HOW TO RESPOND TO EMERGENCIES INVOLVING LITHIUM–ION
19 BATTERY STORAGE SYSTEMS INSTALLED WITH SOLAR ARRAYS.

20 (D) THE ADMINISTRATION SHALL:

21 (1) ADMINISTER THE PROGRAM;

22 (2) ESTABLISH APPLICATION PROCEDURES FOR THE PROGRAM; AND

23 (3) AWARD GRANTS UNDER THE PROGRAM.

24 (E) IN DETERMINING HOW TO MEET THE PURPOSE OF THE PROGRAM WITH
25 THE GRANTS AWARDED UNDER THE PROGRAM, THE MARYLAND FIRE AND RESCUE
26 INSTITUTE SHALL CONSULT WITH:

27 (1) THE DEPARTMENT OF THE ENVIRONMENT;

1 **(2) THE MARYLAND FIRE-RESCUE EDUCATION AND TRAINING**
2 **COMMISSION;**

3 **(3) THE MARYLAND STATE FIREMEN'S ASSOCIATION;**

4 **(4) THE MARYLAND FIRE CHIEFS ASSOCIATION;**

5 **(5) THE METROPOLITAN FIRE CHIEFS ASSOCIATION; AND**

6 **(6) INDIVIDUALS WITH EXPERTISE IN LITHIUM-ION BATTERY**
7 **STORAGE SAFETY, INCLUDING EXPERTS FROM THE UNIVERSITY OF MARYLAND**
8 **COLLEGE OF ENGINEERING DEPARTMENT OF FIRE PROTECTION.**

9 **(F) (1) THERE IS A BATTERY STORAGE AND SOLAR ARRAYS SAFETY**
10 **TRAINING GRANT FUND.**

11 **(2) THE ADMINISTRATION SHALL ADMINISTER THE FUND.**

12 **(3) (I) THE FUND IS A SPECIAL, NONLAPSING FUND THAT IS NOT**
13 **SUBJECT TO § 7-302 OF THE STATE FINANCE AND PROCUREMENT ARTICLE.**

14 **(II) THE STATE TREASURER SHALL HOLD THE FUND**
15 **SEPARATELY, AND THE COMPTROLLER SHALL ACCOUNT FOR THE FUND.**

16 **(4) THE FUND CONSISTS OF:**

17 **(I) FUNDS DISTRIBUTED TO THE FUND UNDER § 9-20B-05 OF**
18 **THIS TITLE;**

19 **(II) MONEY APPROPRIATED IN THE STATE BUDGET TO THE**
20 **FUND; AND**

21 **(III) ANY OTHER MONEY FROM ANY OTHER SOURCE ACCEPTED**
22 **FOR THE BENEFIT OF THE FUND.**

23 **(5) THE FUND MAY BE USED ONLY FOR:**

24 **(I) PROVIDING GRANTS UNDER THE PROGRAM TO THE**
25 **MARYLAND FIRE AND RESCUE INSTITUTE TO DEVELOP AND PROVIDE TRAINING**
26 **COURSES THAT MEET THE REQUIREMENTS OF THE PROGRAM; AND**

27 **(II) ADMINISTRATIVE COSTS OF THE PROGRAM.**

1 **(6) (I) THE STATE TREASURER SHALL INVEST THE MONEY OF THE**
2 **FUND IN THE SAME MANNER AS OTHER STATE MONEY MAY BE INVESTED.**

3 **(II) ANY INTEREST EARNINGS OF THE FUND SHALL BE**
4 **CREDITED TO THE GENERAL FUND OF THE STATE.**

5 **(G) THE ADMINISTRATION MAY ADOPT REGULATIONS TO CARRY OUT THIS**
6 **SECTION.**

7 9–20B–05.

8 (a) There is a Maryland Strategic Energy Investment Fund.

9 (f) The Administration shall use the Fund:

10 (12) to provide at least \$500,000 each year to the Resiliency Hub Grant
11 Program Fund under § 9–2011 of this title; [and]

12 **(13) TO PROVIDE AT LEAST \$1,000,000 TO THE BATTERY STORAGE**
13 **AND SOLAR ARRAYS SAFETY TRAINING GRANT FUND UNDER § 9–2016 OF THIS**
14 **TITLE; AND**

15 **[(13)] (14)** to pay the expenses of the Program.

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



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

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

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

February 27, 2024

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

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Vicki O'Mara – Term Expiring Dec. 2023 – Library - Available for Reappointment

Commissioner Purnell – You have filled all your positions, Thank you!

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

- Susan Childs – Resigned – April 2022 – Commission for Women

Commissioner Abbott – You have filled all your positions, Thank you!

Commissioner Mitrecic – You have Three (3) positions open:

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

Commissioner Elder - You have filled all your positions, Thank you!

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

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

All Commissioners:

(5)-Adult Public Guardianship Board-

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)

(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 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

(2 - Total): Commission for Women:

(2) Resigned -Elizabeth Rodier, (Fiori) and Susan Childs (Bunting)

Candidate available - see attached

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>	
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 - deceased
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
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<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

Advisory Members

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

Ext: 1171

Current Members:

<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 15

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
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
Dr. Mark Bowen	At-Large	Purnell Snow Hill	20-23-26

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)	

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: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

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)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	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

Belinda A. Gulyas, M. Ed.



February 25, 2024

RE: WCCW Letter of Interest – District 3

To Whom It May Concern:

In 1994, I began my teaching career in Wilson, NC at the Eastern NC School for the Deaf. During the next year I moved to the Eastern Shore of Maryland to be closer to family and accepted a position at *Cedar Chapel Special School* (CCSS) as a special education teacher. Now as principal of CCSS since 2013, I strive each day to foster the power of communication and to always "keep moving forward" despite the obstacles.

Over the last 28 years of special educational experiences in public school, I have navigated numerous and varied collaborations with students, families, and the surrounding community. I believe that my knowledge and skill in advocating for individuals with disabilities could possibly support the Worcester County Commission for Women and align with their mission to create a more inclusive and equitable world where women have equal opportunities for success and fulfillment.

My professional goals throughout my career have always been grounded in guiding children to find their voice to “speak” their truth and their ambitions. I believe that this experience could be another opportunity for me to support how women and children can find their voice by supporting a multidisciplinary team that works to move our community forward. In addition, I believe this would also be a learning opportunity for me to better serve Worcester County students, families and my community by championing gender diversity and supporting women's voices and initiatives, which plays a crucial role in shaping a more just and balanced future for all.

Please see my attached resume for more detailed information. Please feel free to contact me with additional questions and/or references.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Belinda A. Gulyas".

Belinda A. Gulyas





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: February 29, 2024
SUBJECT: Worcester County Public Hearing Bill 24-01

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on February 6, 2024 and February 13, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-01
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-01 (Zoning – Multi-family Dwelling Units in the C-2 General Commercial District) was introduced by Commissioners Elder, Mitrecic, and Purnell on January 16, 2024.

A fair summary of the bill is as follows:

§ ZS 1-210(c)(16). (Amends the Zoning and Subdivision Control Article to allow detached multi-family dwelling units as an accessory use to a commercial development, provided at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-2 District, and a minimum of 15% of open space be provided for the residential uses.)

A Public Hearing

will be held on Bill 24-01 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, March 5, 2024 at 10:30 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 16

Introduced by Commissioners
Elder, Mitrecic, and Purnell

WSY 01/16/24

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.

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.

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.

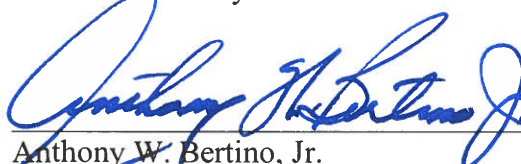
PASSED this 20th day of June, 2023.

Attest:

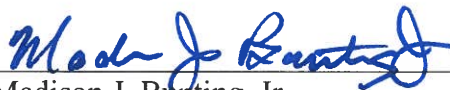


Weston S. Young
Chief Administrative Officer

Worcester County Commissioners



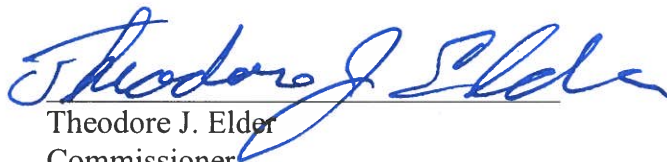
Anthony W. Bertino, Jr.
President



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

9927 STEPHEN DECATUR HWY., F-12

OCEAN CITY, MARYLAND 21842

(410) 213-2681

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

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.

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

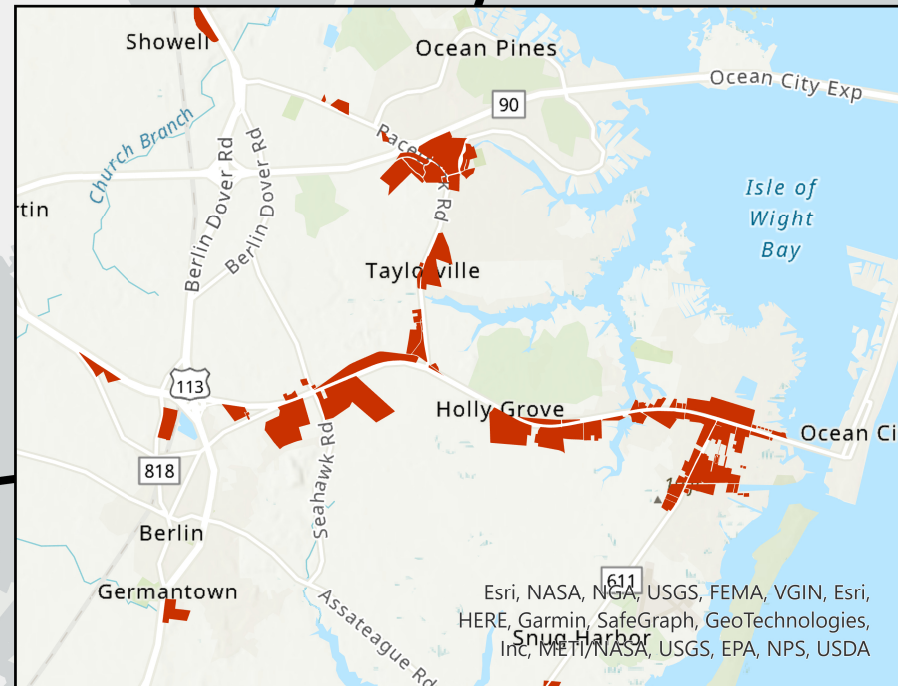
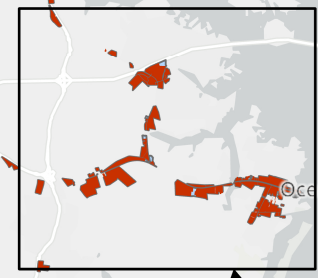
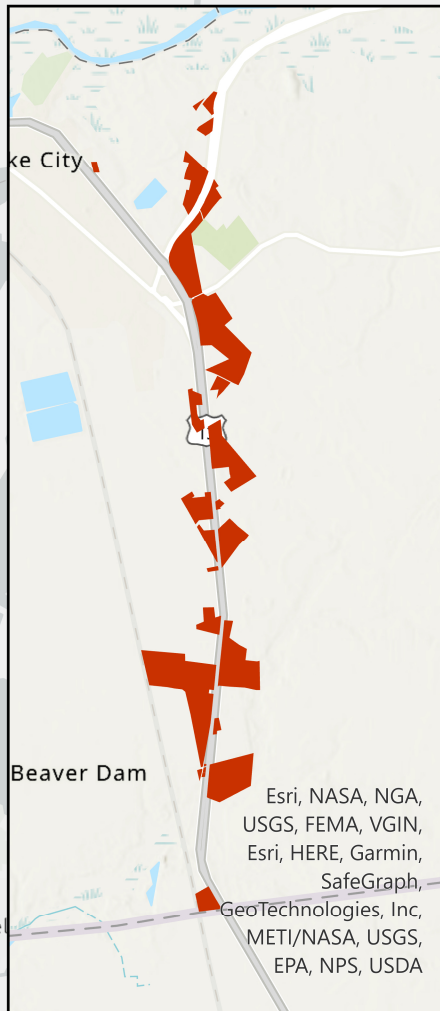
provision has no open space requirements. Open space requirements could be added under §ZS 1-210(c)(5) if the Planning Commission so desired. Alternatively, site specific concerns can be addressed during the Board of Zoning Appeals review and site plan review processes as explained in the attached memo 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 16



16 - 14

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.



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: 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.

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,



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: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: February 29, 2024
SUBJECT: Worcester County Public Hearing Bill 24-02

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on February 6, 2024 and February 13, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-02
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-02 (County Government – County Ethics Law) was introduced by Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitreic, and Purnell on January 16, 2024.

A fair summary of the bill is as follows:

Amending the County’s Ethics ordinance, § CG 5-103, et seq. of the County Government Article, to comply with State law as follows:

- 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.

A Public Hearing

will be held on Emergency Bill 24-02 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, March 5, 2024 at 10:35 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

APPROVED



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

Introduced by Commissioners Bertino,
Bunting, Abbott, Elder, Fiori, Mitrecic,
and Purnell WSY 01/16/24

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.